



City of Rochester



FAX (585) 428-6010
TDD/Voice 232-3260

**Department of
Environmental Services**

Office of the Commissioner
Division of Environmental Quality
30 Church Street, Rm 300B
Rochester, New York 14614-1278
Tel#: (585) 428-6294

July 31, 2006

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233-7020

Re: 1200 East Main Street
Title 5 Environmental Restoration Grant Amendment Request
State Assistance Contract No. C301806

Dear Site Control Section Chief:

Please find enclosed, an application to request that the New York State Department of Environmental Conservation amend the City of Rochester's current site investigation/remedial action (SI/RA) phase grant for the 1200 East Main Street Site (Site Number B-00129-8). The proposed amendment, estimated at \$601,534, would provide 90% funding for eligible costs associated with remedial construction services estimated at \$541,381. A current project cost estimate summary is attached to this letter.

The amendment is necessary to provide for additional remedial services associated with the design, construction and operation of the remedial system during the post construction phase of the cleanup.

Enclosed you will find an original and one copy of the following:

1. An Environmental Restorations Projects Title 5 "amendment application" form signed by Mayor Duffy
- 2) Proof of ownership in the form of title insurance for 1200 East Main Street
- 3) The City's SEQR Type II Evaluation of the 1200 East Main Street site
- 4) A legal description of the entire 1200 East Main Street site prepared by the City's Maps and Survey Division


EEO/ADA Employer



- 5) An updated estimated project budget prepared by Bergmann Associates, including a description of the additional services required,

If you will require additional information in order to process this amendment request, please contact me at 428-7892. Thank you for the assistance you have provided on this important project.

Sincerely,



Mark Gregg

Division of Environmental Quality - Manager

Attach

c: Paul Holahan/DES w/o attach
Jane MH Forbes/ DEQ
Vicki Brawn/DEQ

G:\ENVQUAL\JANE\JOBS\1200 East Main\Amendment Application Cover8-29-2006.wpd





NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



ENVIRONMENTAL RESTORATION PROGRAM (ERP) APPLICATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ECL ARTICLE 56 - 6NYCRR 375-4

3/14/06

Applicant Information			
NAME OF MUNICIPALITY CITY OF ROCHESTER		FED. ID # 166002551	
NAME OF INDIVIDUAL AUTHORIZED TO SIGN APPLICATION ROBERT J. DUFFY			
TITLE OF AUTHORIZED INDIVIDUAL MAYOR			
ADDRESS CITY HALL, ROOM 307A, 30 CHURCH STREET			
CITY/TOWN ROCHESTER		ZIP CODE 14614	
PHONE 585-428-7045	FAX 585-428-6059		E-MAIL
NAME OF COMMUNITY BASED ORGANIZATION (IF APPLICABLE)			
COMMUNITY BASED ORGANIZATION'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX		E-MAIL
Site Information			
SITE NAME 1200 EAST MAIN STREET			
SITE ADDRESS 1200 EAST MAIN STREET			
CITY/TOWN ROCHESTER		ZIP CODE 14609	
COUNTY MONROE		SIZE (ACRES) 0.619	
LATITUDE (degrees/minutes/seconds) 43 ° 9 ' 42 "		LONGITUDE (degrees/minutes/seconds) 77 ° 34 ' 47 "	
PLEASE ATTACH A COUNTY TAX MAP WITH IDENTIFIER NUMBERS, ALONG WITH ANY FIGURES NEEDED TO SHOW THE LOCATION AND BOUNDARIES OF THE SITE. ALSO INCLUDE A USGS 7.5 MINUTE QUAD MAP IN WHICH THE SITE IS LOCATED.			
1. DO THE SITE BOUNDARIES CORRESPOND TO TAX MAP METES AND BOUNDS? IF NO, PLEASE ATTACH A METES AND BOUNDS DESCRIPTION OF THE SITE IF ONE IS COMPLETED.		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
2. IS THE SITE PART OF A DESIGNATED BROWNFIELD OPPORTUNITY AREA PURSUANT TO GML970-R? IF YES, IDENTIFY AREA (NAME) _____		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
3. IS THE SITE LISTED ON THE NYS REGISTRY OF INACTIVE HAZARDOUS WASTE DISPOSAL SITES? IF YES, FILL IN CURRENT REGISTRY SITE NUMBER AND CLASSIFICATION.		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
REGISTRY SITE NUMBER: _____ CLASSIFICATION: _____			

Applicant Eligibility Information

1. HAS THE APPLICANT GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF, HAZARDOUS WASTE OR PETROLEUM ON THE SITE? ☐ YES ☒ NO
2. HAS THE APPLICANT UNDERTAKEN, OR INTEND TO UNDERTAKE, ANY INDEMNIFICATION OBLIGATION RESPECTING A PARTY RESPONSIBLE UNDER LAW FOR THE REMEDIATION OF THE SITE? ☐ YES ☒ NO
3. HAS THE APPLICANT LEASED THE SITE TO ANOTHER PARTY THAT GENERATED, TRANSPORTED OR DISPOSED OF, OR THAT ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF HAZARDOUS WASTE OR PETROLEUM ON THE SITE? IF YES, CHECK ONE OF THE FOLLOWING: ☐ YES ☒ NO
- ☐ A. THE APPLICANT DID NOT KNOW THAT SUCH OTHER PARTY GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF SUCH HAZARDOUS WASTE OR PETROLEUM.
- ☐ B. THE APPLICANT KNEW THAT SUCH OTHER PARTY GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF SUCH HAZARDOUS WASTE OR PETROLEUM AND DID NOT TAKE ACTION TO REMEDIATE OR CAUSE THE REMEDIATION OF SUCH HAZARDOUS WASTE OR PETROLEUM.
- ☐ C. THE APPLICANT KNEW THAT SUCH OTHER PARTY GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF SUCH HAZARDOUS WASTE OR PETROLEUM AND TOOK ACTION TO REMEDIATE OR CAUSE THE REMEDIATION OF SUCH HAZARDOUS WASTE OR PETROLEUM.
4. DOES THE APPLICANT CURRENTLY OWN THE SITE OR HAS IT OBTAINED TEMPORARY INCIDENTS OF OWNERSHIP FOR AN INVESTIGATION PURSUANT TO ECL 56-0508? ☒ YES ☐ NO

IF THE APPLICANT CURRENTLY OWNS THE SITE, ATTACH A COPY OF THE DEED, ATTORNEY CERTIFICATION OF PROOF OF OWNERSHIP, AND, IF THE APPLICANT HAS OBTAINED ONE WITHIN THE PAST YEAR, A TITLE REPORT. IF THE APPLICANT HAS OBTAINED TEMPORARY INCIDENTS OF OWNERSHIP, ATTACH A COPY OF THE ORDER OF THE COURT.

Project Description

PLEASE ATTACH A DESCRIPTION OF THE PROJECT WHICH INCLUDES THE FOLLOWING INFORMATION (REFER TO THE ENVIRONMENTAL RESTORATION PROGRAM PROCEDURES HANDBOOK FOR DETAILED INSTRUCTIONS).

- PURPOSE AND SCOPE OF THE PROJECT;
- CURRENT AND PROPOSED FUTURE USE OF THE SITE (RESIDENTIAL, COMMERCIAL, INDUSTRIAL);
- ESTIMATED PROJECT COST (INCLUDE ANY RESPONSIBLE PARTY COST RECOVERY PAYMENTS RECEIVED OR ANTICIPATED, AS WELL AS ANY OTHER ACTUAL OR POTENTIAL FUNDING SOURCES FOR THE PROJECT);
- HOW THE PROJECT WOULD SATISFY THE CRITERIA OF ECL 56-0505; AND AN
- ESTIMATED PROJECT SCHEDULE (FIELD WORK MUST BEGIN WITHIN 12 MONTHS OF THE APPLICATION APPROVAL DATE)

Site's Environmental History

TO THE EXTENT THAT EXISTING INFORMATION/STUDIES/REPORTS ARE AVAILABLE TO THE APPLICANT, PLEASE ATTACH THE FOLLOWING:

1. **ENVIRONMENTAL DATA**
A PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT PREPARED IN ACCORDANCE WITH ASTM E 1527 (American Society for Testing and Materials: Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process), AND ALL ENVIRONMENTAL REPORTS RELATED TO CONTAMINANTS ON OR EMANATING FROM THE SITE.
2. **OWNERS**
A LIST OF PREVIOUS OWNERS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS (DESCRIBE APPLICANT'S RELATIONSHIP, IF ANY, TO EACH PREVIOUS OWNER LISTED. IF NO RELATIONSHIP, PUT "NONE").
3. **OPERATORS**
A LIST OF PREVIOUS OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBER (DESCRIBE APPLICANT'S RELATIONSHIP, IF ANY, TO EACH PREVIOUS OPERATOR LISTED. IF NO RELATIONSHIP, PUT "NONE").

Contaminant Information

INDICATE KNOWN OR SUSPECTED CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN OR SUSPECTED TO HAVE BEEN AFFECTED:

Contaminant Category	Soil	Groundwater	Surface Water	Sediment	Soil Gas
Petroleum	✓	✓			✓
Chlorinated Solvents					
Other VOCs	✓	✓			✓
SVOCs	✓	✓			
Metals	✓				
Pesticides					
PCBs	✓				
Other* _____					

*PLEASE DESCRIBE: _____

Project Information (Complete for Remediation Projects Only)

- HAS THE DEC ISSUED A RECORD OF DECISION FOR THE SITE UNDER THE ERP? ☒ YES ☐ NO
- HAS GROUNDWATER OR A SURFACE WATER BODY BEEN CONTAMINATED ABOVE STANDARDS?
IF YES, CHECK ALL THAT APPLY: ☒ YES ☐ NO
 - ☐ A. THE INFLUENT TO A PUBLIC OR PRIVATE WATER SUPPLY HAS BEEN CONTAMINATED OR THREATENED.
 - ☐ B. A CLASS A OR AA SURFACE WATER BODY OR A PRIMARY OR PRINCIPAL AQUIFER HAS BEEN CONTAMINATED WITHOUT AFFECTING AN EXISTING WATER SUPPLY.
 - ☐ C. GROUNDWATER HAS BEEN CONTAMINATED ABOVE STANDARDS OR A SURFACE WATER HAS BEEN IMPACTED.
- HAVE ENDANGERED, THREATENED OR RARE SPECIES, STATE PROTECTED STREAMS, OR STATE REGULATED WETLANDS BEEN IMPACTED BY RELEASES FROM THE SITE? ☐ YES ☒ NO
- ARE CONTAMINANTS PRESENT IN SOILS/WASTE AT LEVELS THAT EXCEED DEC DIVISION OF ENVIRONMENTAL REMEDIATION GUIDANCE VALUES? ☒ YES ☐ NO
- IS THE SITE LOCATED IN A DESIGNATED EMPIRE ZONE? ☐ YES ☒ NO
- IS THE SITE LOCATED IN A DESIGNATED EN-ZONE PURSUANT TO TL § 21 (b)(6)? ☒ YES ☐ NO
- HAS ALL OR PART OF THE SITE BEEN IDLE OR ABANDONED FOR MORE THAN ONE YEAR? ☒ YES ☐ NO
- HAS THE APPLICANT SIGNED AN AGREEMENT WITH A PRIVATE PARTY TO REUSE THE SITE ONCE IT IS RESTORED? ☐ YES ☒ NO
- HAS THE APPLICANT COMMITTED TO A NEW PUBLIC OR RECREATIONAL USE? ☐ YES ☒ NO
- HAS THE APPLICANT COMPLIED WITH THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) REGARDING THIS ACTION? IF YES, INCLUDE THE DETERMINATION (NEGATIVE DECLARATION OR FINDINGS STATEMENT) IN THE ATTACHED PROJECT DESCRIPTION AND IDENTIFY ALL INVOLVED AGENCIES IN THE COORDINATED REVIEW. ☒ YES ☐ NO
- IS THE APPLICANT AWARE OF OTHER FUNDING SOURCES FOR REMEDIATING THE SITE?
IF YES, PROVIDE SOURCES(S) AND DOLLAR AMOUNT IN THE ATTACHED PROJECT DESCRIPTION. ☐ YES ☒ NO

Municipality Certification

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

- All statements made for the purpose of obtaining State assistance for the proposed project either are set out in full in this application, or are set out in full in exhibits attached to this application and incorporated by this reference; and
- The individual whose signature appears hereon is authorized to sign this application for the municipality.

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

Patricia K. Malgouie
Signature of Individual Authorized to Sign the Application
Deputy Mayor

8/15/06
Date

Please note: The application must include a certified copy of the municipal authorization which designates, by title (Mayor, Town Supervisor, etc.), the representative authorized to act on behalf of that municipality in all matters related to financial assistance. The authorization must empower the representative to make application, execute the State Assistance Contract, and otherwise act for the municipality in all State assistance-related matters. A sample form is provided in the Environmental Restoration Projects Procedures Handbook.

Community Based Organization Certification (if applicable)

The undersigned, on behalf of the Community Based Organization acting in partnership with the municipality, does hereby certify that:

- The Community Based Organization is a not-for-profit corporation, exempt from taxation under section 501(c)(3) of the internal revenue code whose stated mission is promoting reuse of brownfield sites within a specified geographic area in which the Community Based Organization is located, which has 25% or more of its board of directors residing in the community in such area;
- The Community Based Organization represents a community with a demonstrated financial need;
- Not more than 25% of the members, officers or directors of the Community Based Organization are or were employed by or receiving compensation from any person responsible for a site under title 13 or title 14 of article 27 of the Environmental Conservation Law, article 12 of the navigation law or under applicable principles of statutory or common law liability; and
- The individual whose signature appears hereon is authorized to sign this application for the Community Based Organization.

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

Signature of Individual Authorized to Sign for the Community Based Organization

Date

SUBMITTAL INFORMATION:

Three (3) complete copies, one with original signatures, are required.

- **Two (2)** of the copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF), on a CD or diskette, must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

- **One (1)** copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check our website for the addresses of our regional offices: <http://www.dec.state.ny.us/website/der/index.html>

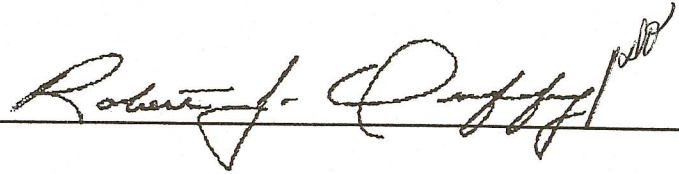
FOR DEPARTMENT USE ONLY:

ERP SITE NO: _____ ERP SITE T&A CODE: _____ PROJECT MANAGER: _____



Inter-Departmental Correspondence

To: Sr. Management Team
From: Robert J. Duffy, Mayor
Date: August 10, 2006
Subject: Acting Mayor



Patricia K. Malgieri, Deputy Mayor, will serve as Acting Mayor while I am away from the office from Sunday, August 13 @ 6:00 AM - Tuesday, August 15 @ 11:00 PM, 2006.

Thank you.

/do





Scale 1 Inch = 2000 Feet (approximate)



EJJ



1200 East Main Street
City of Rochester, Monroe County, NY
Proposed Remedial Action Plan

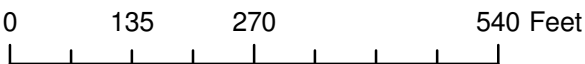
SITE LOCATION MAP

USGS 7.5 Minute Topographic Map, Rochester East, NY Quadrangle, 1978

Date
December 2005
Figure

1

1200 East Main Street



[illegible]

City of Rochester, New York
1200 East Main Street



City of Rochester

City Clerks Office

Certified Ordinance

Rochester, N.Y., _____

TO WHOM IT MAY CONCERN:

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **June 20, 2006** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **June 24, 2006** in accordance with the applicable provisions of law.

Ordinance No. 2006-150

Authorizing 1996 Clean Water/Clean Air Bond Act
Applications And Agreements With The New York State
Department Of Environmental Conservation

WHEREAS, the City of Rochester, 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 City deems it to be in the public interest and benefit under this law to enter into a contract herewith;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to submit an application to and enter into an agreement with the New York State Department of Environmental Conservation for such grants that may be available under the 1996 Clean Water/Clean Air Bond Act. Upon execution of the initial Grant agreement, the Manager of the Division of Environmental Quality is hereby authorized to act on behalf of the City in all matters relating to State assistance under Article 56, Title 5, of the Environmental Conservation Law, including but not limited to making applications, executing agreements, submitting Project documentation and otherwise acting for the City in all matters relating to the Project and State assistance. The City 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 12 months of written approval of its application by the Department of Environmental Conservation.

Section 2. A certified copy of this ordinance shall be sent to the Albany office of the New York State Department of Environmental Conservation together with the application for State assistance.

Section 3. The applications and agreements shall contain such additional terms and conditions as the Mayor and/or Manager deem to be appropriate.

Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Giess, Councilmembers Conklin, Douglas, Lightfoot, McFadden, Miller, Pritchard, Santiago, Stevenson - 9.

Nays - None - 0.



Attest

City Clerk



City of Rochester

RECEIVED

MAY 13 2002



FAX (716) 428-6010
TDD/Voice 232-3260

Department of Environmental Services
Office of the Commissioner
Division of Environmental Quality
30 Church Street, Rm 300B
Rochester, New York 14614-1278
Tel#: (716) 428-6011

May 10, 2002

Mr. Gregory MacLean
New York State Department of Environmental Conservation
6274 East Avon-Lima Road
Avon, New York 14414

Re: 1200 East Main Street
Title Insurance

Dear Mr. MacLean:

Enclosed please find the City of Rochester's Owner's Policy of Title Insurance for the 1200 East Main Street site and transmittal letter from our Law Department. Note that the revised title insurance policy and letter address the issues brought up by DEC attorney Mary Von Wergers.

As we discussed in yesterday's meeting, I will be forwarding to you our contingency budget number to you as soon as it is received from Bergmann and reviewed in our office. We should have that to you by next week.

Thank you for your assistance with this project. If you have any questions or need further information, please feel free to contact me at 428-7474 or aspauldi@mcls.rochester.lib.ny.us.

Sincerely,


Anne E. Spaulding, CHMM
Senior Environmental Specialist

cc: M. Gregor



**City of Rochester**

TDD/Voice 232-3260

Department of Law

City Hall Room 400-A
30 Church Street
Rochester, New York 14614-1295

May 8, 2002

Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Rd.
Albany, NY 12233-7010

Re: City of Rochester Bond Act Application
1200 E. Main St., Rochester, NY

Dear Sir or Madam,

I have reviewed the City of Rochester's "1996 Clean Water/Clean Air Bond Act Environmental Restoration Project - Title 5" application related to this property, transmitted to you by Mark Gregor, Manager, Division of Environmental Quality on September 28, 1998.

I can confirm that the property that is the subject of that application, 1200 E. Main Street, SBL #106.76-1-44, is the same property to which the City acquired title by a Tax Foreclosure Deed dated April 29, 1998, from Linda S. Kingsley, Corporation Counsel, recorded in the Monroe County Clerk's Office on May 6, 1998, in L. 9003 of Deeds, p. 351 (copy annexed). It is also the same property that is the subject of an "Owner's Policy of Title Insurance" issued by Fidelity National Title Insurance Company of New York, Policy No. 5312-1027329 (copy annexed).

Please contact me if you have further questions about the identity of the subject property.

Very truly yours,

Susan L. Hauser
Municipal Attorney
585-428-6764

SLH
Encl.

xc: Anne Spaulding, Division of Environmental Quality

EEO Employer/Handicapped



Made this 29th day of April, 1998, between LINDA S. KINGSLEY, as Corporation Counsel of the City of Rochester, with offices at 400A City Hall, Rochester, New York 14614, grantor, and CITY OF ROCHESTER, a municipal corporation with offices at 30 Church Street, Rochester, New York 14614, grantee,

WITNESSETH:

WHEREAS, an action entitled "In the Matter of the Foreclosure of Tax Liens Pursuant to Title 4 of Part E of Article IX of the Charter of the City of Rochester - List of Delinquent Taxes as of July 1, 1994", Index No. 10904/94, was duly brought in Supreme Court, Monroe County, by the Corporation Counsel for the foreclosure of certain tax liens, by the due filing of a List of Delinquent Taxes in the office of the Monroe County Clerk on December 1, 1994, and due publication of public notice of foreclosure on December 1, 1994 and other subsequent dates, and due mailing thereof to owners and lienors of all property affected, and

WHEREAS, at a term of the said court held at the Hall of Justice, in the City of Rochester, New York on January 4, 1998, a Judgment was duly rendered, wherein it was adjudged, among other things, that parcels listed on Schedule G to said Judgment be sold at public auction pursuant to Section 8-143 of the City Charter, and that the grantor, as Corporation Counsel of the City of Rochester, execute and deliver a deed for each parcel, conveying to the purchaser at the auction title to the parcel, and

WHEREAS, the said Judgment was duly entered in the Monroe County Clerk's Office on January 5, 1998, and

WHEREAS, a public auction was duly conducted by the City Treasurer on March 11, 1998, pursuant to the above-referenced Judgment, and the grantee submitted the highest responsible bid on the parcel or parcels of property listed below, and has duly paid the amount of such bid to the City Treasurer,

NOW, THEREFORE, the grantor, by virtue of and in pursuance of the aforesaid Judgment and the provisions of the Charter of the City of Rochester, does hereby grant and convey unto the grantee, the grantee's successors and assigns, a full and complete title in and to:

All that Tract or Parcel of Land, situate in the City of Rochester, County of Monroe, and State of New York, more particularly described as:

SBL NO.

ADDRESS

FORMER OWNER'S NAME

SEE ATTACHED

free and clear of all liens and encumbrances which existed at the time of the above-referenced public auction,

TO HAVE AND TO HOLD, all and singular, the premises above mentioned and described and hereby conveyed unto the grantee, the grantee's successors and assigns forever.

IN WITNESS WHEREOF, the grantor has hereunto set her hand the date and year first above written.

FILED

APR 29 1998

MONROE COUNTY CLERK

STATE OF NEW YORK
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

Linda S. Kingsley
LINDA S. KINGSLEY
Corporation Counsel

On this 29th day of April, 1998, before me, the subscriber, personally appeared LINDA S. KINGSLEY, Corporation Counsel of the City of Rochester, to me known to be the person described in, and who executed, the within instrument and she acknowledged to me that she executed the same.

Suzanne C. Suter

TAX BILLING ADDRESS: 30 Church Street
Rochester, New York 14614

SUZANNE C. SUTER
Notary Public in the State of New York
MONROE COUNTY
Commission Expires Oct. 16, 1999

<u>SBL</u>	<u>ADDRESS</u>	<u>FORMER OWNER</u>	<u>DIMENSIONS</u>	<u>ASSESSED VALUE</u>	<u>USE CODE</u>	<u>BID PRICE</u>
121.37-2-10	293 Claissa St	Sheppard, Ruther B.	50 x 102	\$53,400	425	\$28,593.42
106.76-1-44	1200 E. Main St	Main Motors, Inc.	148 x 190	\$150,000	432	\$159,406.76
106.39-1-77	810 N. Clinton Av	Vargas, Alicia	35 x 128	\$22,200	210	\$9,755.58
120.8-1-5	330 Thurston Rd	Paul Galland	72 x 102	\$12,000	330	\$62,831.96

XERO COPY
 9412 HD 9-14H 86

0.777



Owner's Policy of Title Insurance

Fidelity National Title Insurance Company

of New York
A Stock Company

POLICY
NUMBER 5312- 1027329

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

INDEPENDENT TITLE AGENCY, LLC
99 RIDGELAND ROAD
ROCHESTER, NY 14623
Phone: (716) 424-3750
Fax: (716) 424-3775

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OF NEW YORK

Countersigned

Lynne A. Whitman
Authorized Signature
(PLEASE PRINT NAME)



Charles H. Winter
President
Secretary

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage caused thereby or arising by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
2. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for

reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company under this policy as to that claim.

OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; LIMITATIONS OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with costs, attorneys' fees and expenses incurred by the insured claimant, which are authorized by the Company, up to the time of payment or tender of payment at which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured Or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured amount any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

1. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE CLAUSE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the estate or interest, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY INSURANCE CONTRACT

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: 711 Third Avenue, 5th Floor, New York, NY 10017.



Fidelity National Title Insurance Company

OF NEW YORK

File No. 43377

Policy No. 5312-1027329

SCHEDULE A

Date of Policy May 6, 1998

Amount of Insurance \$77,000.00

1. Name of Insured: City of Rochester and/or State of New York
2. The estate or interest in the land which is covered by this policy is: FEE SIMPLE
3. Title to the estate or interest in the land is vested in: City of Rochester

City of Rochester who acquired title from Linda S. Kingsley, as Corporation Counsel of the City of Rochester by a Tax Foreclosure Deed dated April 29, 1998 and recorded May 6, 1998 in Liber 9003 of Deeds, page 351 in the Office of the Clerk of Monroe County.

4. The land referred to in this policy is described as follows:

See "Schedule A - Description of Insured Premises"

Countersigned:

Independent Title Agency, LLC
99 Ridgeland Road
Rochester, New York 14623

By

Kenn Costanzo
Authorized Signatory

Kenn Costanzo

PRINT NAME HERE

File No. 43377

Policy No. 5312-1027329

SCHEDULE A - DESCRIPTION OF INSURED PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, Monroe County, New York, and being Lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 6 of Maps, page 86, said Heath's Subdivision being a resubdivision of Lot 14 of Klem's Subdivision according to a map recorded in Monroe County Clerk's Office in Liber 178 of Deeds, page 509.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main Street East and extend back 140 feet said Lot 4 being in the rear of said Lots 1, 2 and 3 and being 108.90 feet, more or less on the south line 50 feet on its east and west lines and 109.7 feet on its north line.

ALSO ALL THAT PIECE OR PARCEL OF LAND, situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beechwood Tract a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R. J. Smith for Minges and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps, page 22.

Said Lot No. 17 fronts 39.54 feet on the north side of East Main Street, in the City, extends back 157.61 feet on the west side and 162 feet on the east side according to said map.



Fidelity National Title Insurance Company

OF NEW YORK

File No. 43377

Policy No. 5312-1027329

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
3. Rights or claims of parties in possession.
4. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
5. Any state of facts an accurate survey would show and inspection of the premises would disclose.



Fidelity National Title Insurance Company

OF NEW YORK

STANDARD NEW YORK ENDORSEMENT

(OWNER'S POLICY)

Attached to and made part of Policy Number 5312-1027329
of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

1. The following is added to the insuring provisions on the face page of this policy:

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of the policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."

Nothing herein contained shall be construed as extending or changing the effective date of the policy unless otherwise expressly stated.

This endorsement, when countersigned below by a validating signatory, is made a part of the policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

Signed and sealed this day of May 6, 1998

Countersigned:

Independent Title Agency, LLC
99 Ridgeland Road
Rochester, New York 14623

By [Signature]
Authorized Signatory

FORM 5/33-31-2 (5/93)

Fidelity National Title Insurance Company
of New York



By

[Signature]

ATTEST

Charles H. Wimer
Secretary

STANDARD NEW YORK ENDORSEMENT
FOR USE WITH ALTA OWNER'S POLICY (10-17-92)

TOTAL P.10

This Indenture

made April *May 4*, 19 83

Between Ronald A. DeGeorge & Barbara Ann DeGeorge, 83 Woodhaven Drive, Rochester, New York, 14625

6312 126

106,76-01-44 QH

Main Motors, Inc., a domestic corporation, 1200 East Main Street, Rochester, New York 14609

Witnesseth that the party of the first part, in consideration of One and more-----Dollars (\$1.00 & more)

lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all THAT PIECE OR PARCEL OF LAND situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R.J. Smith for Minges and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps, page 22.

Said Lot No. 17 fronts 39.54 feet on the north side of East Main Street in the City, and extends back 157.61 feet on the west side and 162 feet on the east side according to said map, including all the title and interest of the party of the first part in and to the land in the streets opposite the premises hereby conveyed.

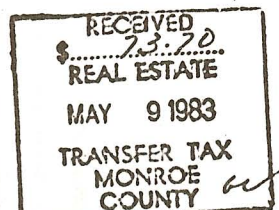
Also all that tract or parcel of land in the City of Rochester, Monroe County, New York, and being lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 6 of Maps, page 86, said Heath's Subdivision being a resubdivision of Lot 14 of Klem's Subdivision according to map recorded in Monroe County Clerk's Office in Liber 178 of Deeds, page 509.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main Street East and extends back 140 feet, said Lot 4 being in the rear of the said Lots 1, 2 and 3 and being 108.90 feet more or less on the south line, 50 feet on its east and west lines and 109.7 feet on its north line.

Being and intended to be the same premises conveyed by Deed to the River Road Oil Company, Inc. by 1200 East Main Realty, Inc. dated October 10, 1978 and recorded on October 10, 1978 in Liber 55 of Deeds at page 50 in the Monroe County Clerk's Office. 511

Being and intended to be the same premises conveyed to the parties of the first part by Referee's Deed in foreclosure made December 28, 1981 and recorded in Monroe County Clerk's Office in Liber 6097 of Deeds at Page 198 and by correction deed of same referee in foreclosure made December 29, 1982 and recorded in the Monroe County Clerk's Office in Liber 675 of Deeds at page 216.

Tax Account #49680010
Tax Mailing Address: 1200 East Main Street, Rochester, New York 14609 14618



14794

2533

Comp 6/12/83

145



April 25, 2006

Ms. Jane Forbes
City of Rochester Division of Environmental Services
City Hall – Room 300B
30 Church Street, Rochester, NY 14614

**Proposal for Professional Services – 1200 East Main Street, Rochester, NY
Remedial Design and Implementation Program, Preferred Remedial Action Plan
Brownfield Project B-00129-8**

Dear Ms Forbes:

Bergmann Associates (Bergmann) is pleased to provide you with this proposal for the design and implementation of a remediation program at the 1200 East Main Street, Rochester NY Brownfield site. The proposed services are intended to implement remedial actions to be performed under the New York State Department of Environmental Conservation (NYSDEC) – 1996 Clean Water/Clean Air Bond Act Environmental Restoration Project – Title 5 (No. B-00129-8). The remedial services are in accordance with the Bergmann Final Site Investigation Remedial Alternatives Report (SI/RAR) dated September 2005 and the NYSDEC Preferred Remedial Action Plan (PRAP). This proposal includes costs for the design, construction oversight and estimated subcontractor costs. Also included are costs for two years of systems operation and groundwater monitoring & sampling, based on quarterly sampling events.

The NYSDEC and the New York State Department of Health (NYSDOH) prepared the Preferred Remedial Action Plan (PRAP). The objective of this remedial design and implementation Program is to finalize work plans, select contractors and implement the PRAP. The proposed services include:

- Implementation of site remediation activities in accordance with the NYSDEC PRAP.
- Development of appropriate work plans, bid documents, health and safety plans and groundwater treatment system remedial operations (GWTS RO) Plans and a Remediation System Completion Report.
- Finalize contractor costs, including costs for soil excavation and disposal; recovery of free product from monitoring wells via use of a vacuum tanker truck; laboratory analysis; and implementation of a long-term groundwater treatment system (Oxygen Injection, air sparging, Soil Vapor Extraction or various combinations).
- Implement a soil and groundwater sampling and analytical program to evaluate the effectiveness of remediation measures.

585.232.5135

www.bergmannpc.com

200 First Federal Plaza / 28 East Main Street / Rochester, New York 14614

Architects / Engineers / Planners



Scope of Services

1. Complete Work Plans, Bid Documents, Health & Safety Plans and GWTS RO Plans

Bergmann will prepare summary work plans for free product recovery and soil excavation and disposal, as approved by the NYSDEC-issued PRAP. Plans will detail field procedures, implementation designs and will include appropriate laboratory analytical and reporting procedures. The work plans will be submitted to the City DES, NYSDEC and NYSDOH for approval prior to implementation. The work plans will include:

- Free product recovery and disposal.
- Surface and Subsurface soil excavation and disposal.

Bid documents will be prepared to confirm direct subcontractor costs. Solicitations will be made in accordance with Title 5 procurement and M/WBE requirements. A health and Safety Plan will be developed for site-wide activities. A long term Groundwater Treatment System Remedial Operations (GWTS RO) Plan will be developed as well as a Site Management Plan (SMP). Appropriate signage identifying the site will be procured and placed on the property.

2. Removal of Free Phase Product via Vacuum Tanker Truck

Non-aqueous free phase product, determined to be gasoline, has been confirmed in the bedrock at the southern portion of the property. Removal of free phase product is recommended as the first remedial task to be accomplished. As of June 2004 free product occurred over an area of approximately 8,200 square feet at the south and south-eastern portion of the subject parcel, in the vicinity of monitoring wells MW-3, MW-4, MW-7 and MW-9.

A vacuum tanker truck will be mobilized to the site to vacuum free product and residual groundwater from targeted monitoring wells. Vacuuming will occur once a week for four consecutive weeks (4 events). Based on recovered volumes, the mixed gasoline/water will likely be temporarily staged on-site, discharged to a portable 500 gallon skid-mounted tank. When the tank is full, the vacuum tanker truck can empty the tank and dispose of the load at an approved off-site recycling facility. It is unlikely that each individual vacuuming event will generate enough recovered product/groundwater to justify several disposal events.

24 hours after each vacuum tanker truck event, the impacted monitoring wells will be monitored and samples will be visually observed to estimate rates of free product recovery and determine effectiveness of the tanker truck vacuuming.



3. Excavation and Off-Site Disposal of Contaminated Soils

Removal of residual grossly contaminated surface and subsurface soil is recommended as the next phase of remedial activities, following or during the vacuum extraction event(s) and data analysis. Excavation and removal of grossly contaminated soils will be performed. These areas are designated Area 1 (surface soil, north property line), Area 2 (former building foundation area), Area 3 (south property line) and Area 4 (former UST Pit). The goal of this task is to remove the majority of grossly impacted soil, and to address residual soil impacts with subsequent actions.

3A. Surface Soil Excavation and Disposal (Area 1)

Area 1 comprises approximately 207 cubic yards of impacted surface and near-surface soil near the north property line. At Area 1, an area covering approximately 2,794 square feet (310 square yards) is impacted from grade to a depth of approximately 2 feet below ground surface. This area encompasses the majority of the northern, unpaved portion of the site, extending to within a few feet of the fence line. This area was determined from results from the 2000 and 2003 test boring projects. The Approximate 207 cubic yards of surface soil in Area 1 is impacted with petroleum VOCs and SVOCs.

Bergmann will coordinate the removal of approximately 207 cubic yards of surface soil from Area 1. Based on laboratory analysis summarized in the SI/RAR, the excavated soil should be suitable for off-site disposal at a sanitary landfill as non-hazardous petroleum contaminated soil. Additional analysis on the excavated soil may be required for disposal profile/landfill acceptance purposes. Existing on-site soil (excess soil piles from previous test pits) will be utilized for backfill. Sufficient on-site excess soil should be available to adequately backfill and grade Area 1.

Confirmatory soil samples will be collected of the residual soil at the edges of the excavation, and will be submitted for laboratory analysis. Confirmatory sampling and analysis of the excavation limits will be performed to verify that remediation goals have been achieved. Cleanup levels for the surface soil for VOCs are proposed to be levels listed in NYSDEC HWR 4046. For cleanup of SVOCs, the Rochester background levels for carcinogenic PAHs (total cPAH of 5 ppm).

3B. Removal of Subsurface Contaminated Soil, Beneath the Former Building Footprint (Area 2)

Area 2 encompasses an area at the eastern former building footprint, covering an area of approximately 601 square feet (67 square yards). Based on test boring GEO 1001 excavated in 2000 and Foundation Test Trench F-2 excavated in 2003, an area impacted from 3 feet to 13 feet (top of bedrock) below ground surface has been defined. The surface area is based on the interior building footprint in this area. Area 2 comprises an approximate total of 223 cubic yards of subsurface soil contaminated with petroleum



products, PCBs Mercury and Cadmium above NYSDEC recommended cleanup objectives.

Bergmann will coordinate the excavation and off-site disposal of approximately 233 cubic yards of contaminated soil from beneath the former building footprint. Confirmatory soil samples will be collected of the residual soil at the edges and bottom of the excavation beneath the former building foundation, and will be submitted for laboratory analysis. Confirmatory sampling will be performed to verify that remediation goals have been achieved subsequent to excavation, source removal and off-site disposal. Based on laboratory analysis summarized in the SI/RAR report, the soil will be disposed of at a sanitary landfill as non-hazardous contaminated soil. Additional analysis on the excavated soil may be required for disposal profile/landfill acceptance purposes. Off-site clean fill may be required to backfill the excavation area beneath the former building.

Cleanup for VOCs and metals are proposed to be at levels listed in NYSDEC HWR 4046. For cleanup of SVOCs, the Rochester background levels for carcinogenic PAHs (total cPAH of 5 ppm) will be used.

3C. Removal of Contaminated Subsurface Soil, Former Dispenser Pump & UST Pit Areas (Areas 3 and 4)

Area 3 and Area 4 are located on the southern portion of the subject parcel, and are associated with the former gasoline dispenser pump and the former underground storage tank pit area.

Area 3 is located immediately south of the former dispenser pump island near the south property line and contains approximately 237 cubic yards of contaminated soil. Based on field observations from test borings installed in 2000 and 2003, a subsurface zone of contamination extends from 8 feet to 13 feet below ground surface, defining a zone five feet thick; soils from grade to 8 feet below grade is assumed to meet NYSDEC Cleanup objectives listed in TAGM 4046. Area 3 covers an area of approximately 1,280 square feet (142 square yards) and corresponds to the area south of the former dispenser pump, extending from the MW-3/eastern property line west to an area by MW-4. Based on the property lines to the east and south and underground utilities, not all of the impacted soil in this area may be recoverable.

Area 4 encompasses the former UST pit area located west of the former building footprint and consists of approximately 324 cubic yards. The USTs from the pit were removed in June 2000 along with contaminated soil within the pit. Additional contaminated soil adjacent to the former UST pit will also be excavated for off-site disposal. Area 4 encompasses an area of approximately 1,750 square feet. Based on field screening and laboratory analysis on soil samples collected during the UST removal and the subsequent test boring programs a subsurface zone of that extends from 8 feet to 13 feet below ground surface, approximately five feet thick may be impacted with residual petroleum contamination, for an approximate volume of 324 cubic yards.



Bergmann will coordinate the excavation and off-site disposal of approximately 237 cubic yards of contaminated soil from Area 3 and 324 cubic yards from Area 4. During excavation, soil above the 8 foot interval will be screened for evidence of contamination (olfactory odors, oily texture or measurable VOCs on a Photo Ionization Detector). Soil meeting likely NYSDEC STARS re-use guidelines will be segregated and tested for on-site re-use as fill. Additional fill may be required to completely backfill the excavation. Confirmatory soil samples will be collected of the residual soil at the edges and bottom of the excavation at the former dispenser pump pad area and will be submitted for laboratory analysis.

Confirmatory sampling and analysis will be performed at all four excavation areas to verify that remediation goals have been achieved. Based on laboratory analysis summarized in the SI/RAR report the soil will be disposed of at a sanitary landfill as non-hazardous petroleum contaminated soil. Additional analysis on the excavated soil may be required for disposal profile/landfill acceptance purposes.

Cleanup for VOCs and metals are proposed to be levels listed in NYSDEC HWR 4046. For cleanup of SVOCs, the Rochester background levels for carcinogenic PAHs (total cPAH of 5 ppm) will be used.

4. Initial Groundwater Monitoring and Sampling

One round of groundwater sampling and analysis will be performed after completion of the surface/subsurface excavation programs, and after completion of the vacuum tanker truck free product recovery program. The initial groundwater monitoring and sampling event will occur approximately one month after completion of both the final vacuum tanker truck free product recovery event and completion of the subsurface soil excavation and disposal activities. The initial groundwater monitoring and sampling event is intended to evaluate effectiveness of the excavation programs and to determine changes in concentration levels and the size of the impacted groundwater plume.

5. Design of a Groundwater Dissolved Phase VOCs Treatment System

Following the completion of the a source removal and free product recovery program, and completion of the initial post-soil excavation groundwater monitoring, sampling and analysis event, site conditions will be re-evaluated to determine the effects of the completed soil and free product recovery programs on the original contaminant plume limits. Based on these findings, the most appropriate selection, design for a groundwater remedial alternative technology will be completed.

Based on the results of the Site Investigations and recommendations in the SI/RAR, the groundwater remediation system will likely consist of either an Air Sparging System or an Oxygen Injection System, with a separate Soil Vapor Extraction System (SVE).



Selection of the appropriate system will depend on residual concentrations of VOCs and the extent of impacted groundwater after completion of soil source removal and free product recovery.

Bergmann will provide a groundwater treatment system work plan that will include a set of drawings including major component equipment specifications that will be used as bid documents. Bergmann will also provide necessary documentation to facilitate applicable discharge permits for treated effluent as necessary. The plan will address:

- SVE/Sparging well drilling, trenching and pipe installation.
- Groundwater Remediation via Air Sparging/Oxygen Injection and system installation.
- SVE system installation.

6. Groundwater Treatment System Installation and Construction Oversight

Bergmann will use bid documents to solicit pricing for installation of air sparging/oxygen injection wells and any required SVE extraction wells. Pricing will be obtained for component procurement. Cost estimates will be obtained from local qualified environmental contractors for installation, startup and testing of the selected groundwater treatment system.

Installation of a new site electrical service will be required for operation of the groundwater treatment system. A secured temporary shed or portable trailer will be obtained and placed at the site to contain treatment system components.

Bergmann will coordinate installation and construction activities with City personnel, the NYSDEC and NYSDOH. Bergmann will also provide qualified personnel to provide construction management and oversight.

Daily Inspection Reports will be prepared during construction and installation. Appropriate work tickets and daily logs will be compiled and submitted to document any change orders. As-built drawings will be prepared.

7. Groundwater Treatment System Remedial Operations Program

Following determination of operational settings Bergmann will prepare a Groundwater Treatment System Remedial Operations Plan (GWTS RO) and implement a remedial operations program.

Bergmann will provide personnel, training and documentation for the long-term operations and maintenance of the groundwater treatment system.



Operation of the Groundwater treatment system will initially require frequent site management until operation is stabilized.

Routine operation will require weekly to monthly site visits. As system performance is determined, operation inspections can be reduced.

Sampling and laboratory analysis on system components may be required to demonstrate efficiency in operation and to meet discharge permit requirements. Based on an anticipated Air Sparging/Air Injection system combined with a separate Soil Vapor Extraction System, GWTS RO sampling and testing will include to measurements of air flow rates (injection and/or extraction) with measurements of Oxygen concentrations, if an Oxygen Injection System is employed.

This proposal includes Bergman providing two years of GWTS RO field support and reporting.

8. Implementation of a Monitoring Program and Groundwater Analysis Program

A program of regular groundwater monitoring, sampling and testing during the operation of the groundwater treatment system will be necessary to demonstrate adequacy of treatment systems, track rates of remediation and to guide re-use of the property. The groundwater sampling and analysis program will include regular groundwater monitoring, sampling and laboratory analysis. The long-term monitoring will include regular gauging of water table elevations to track water table surface and flow pattern to identify any seasonal variations, and also to track efficiency of remedial systems in establishing a radius of influence and groundwater containment area.

The groundwater monitoring and analytical program will include monthly and quarterly sampling and analytical programs. The monthly program will include in-situ measurements of dissolved Oxygen concentrations of targeted monitoring wells, gauging depth to groundwater and observations/measurements of any free phase product.

The quarterly groundwater monitoring program will include collection of groundwater samples for laboratory analysis for a term of two years.

Groundwater sampling will be performed in accordance with an approved Sampling and Analysis Plan, to be included with a site-wide GWTS RO Program.

The quarterly groundwater sampling and analysis program will include:

- Measurement of depth to groundwater
- Determination of the local groundwater flow pattern, including delineation of any perched water table in the overburden sediments and the direction of groundwater migration.



- Appropriate development and purging of monitoring wells via low-flow pumping in accordance with an approved Groundwater Monitoring and Sampling Plan (use of dedicated sampling materials, monitoring of parameters including turbidity, temperature, oxygen and conductivity).
- Collection of groundwater samples including appropriate duplicate samples and field blanks
- Laboratory analysis will include targeted petroleum-based compounds. Laboratory analysis will include STARS List of petroleum Volatile Organic Compounds (VOCS) in the quarterly sampling. Select groundwater samples may also require analysis for semi-volatile organic compounds (SVOCs) indicative of motor oil/fuel oil, PCBs, or heavy metals.

9. Monthly Progress Reports and Meetings

Bergmann will prepare monthly progress reports and provide personnel to attend meetings at the request of the City of Rochester or the NYSDEC related to this project. This proposal includes 24 months of progress reporting, which will include summary of field activities, laboratory analysis and verification of disposal of recovered free product and excavated soil.

The quarterly laboratory analytical results will be plotted to develop plume maps delineating the extent of groundwater contamination. Laboratory analytical results and mapping will be provided with the monthly progress reports.

10. Remediation System Completion Report

After the groundwater treatment system begins a program of routine operation, a Remediation System Completion Report will be prepared. The report will evaluate the effectiveness of completed activities (soil removal and free product recovery) and efficiency of the groundwater treatment system in meeting the proposed site-wide cleanup objectives and meeting requirements to serve as the final remedial remedy at the site. Acceptance of a Completion Report by the NYSDEC and NYSDOH will allow the City to prepare development plans on the subject parcel or to sell the parcel to another party. A Site Management Plan will be included with the Remediation System Completion Report.

11. Regulatory Agency Correspondence and Meetings

Bergmann will have appropriate personnel available for face-to-face meetings and teleconference/email communications with the City, NYSDEC and NYSDOH as needed. Personnel will also attend public meetings as specified below.



Assumptions

1. Laboratory analysis on soil and groundwater samples will require Standard deliverable reporting packages. This proposal assumes that analytical Services Protocol (ASP) deliverables or independent data validation will not be required for disposal profiling, confirmatory sampling or as part of the GWTS RO sampling programs.
2. Subcontractor costs for on-site activities such as excavation of soil, drilling and well installation services and installation of treatment system components will be subject to prevailing wage requirements.
3. Due to the phased-approach of this project, proposed to be conducted in separate tasks, approval of various tasks by the NYSDEC and NYSDOH may require additional scope of services beyond what is included in this proposal.
4. The GWTS RO services included in this proposal will be provided for two years including quarterly sampling & analysis to support systems' performance.
5. This proposal assumes that Bergmann personnel will attend the following:
 - 2 public sessions.
 - 6 meetings at the City of Rochester DES Office.
 - 6 meetings with the NYSDEC/NYSDOH.
6. Further IAQ or sampling related to the sub-slab ventilation system at 1214/1216 East Main Street Residence will be required. The system will continue to operate until deactivation is approved by the NYSDOH and NYSDEC.
7. The costs for completion and submission of M/WBE reporting throughout the project are included with the Project Manager's time.



Proposed Schedule

Deliverable	Duration	Anticipated Completion Date	Agency Review Needed
Free Product Removal Work Plan	2 weeks	TBA	Yes
Implement Free Product Recovery	1 day a week for 4 weeks	TBA	No
Surface Soil Excavation Work Plan	3 weeks	TBA	Yes
Implement Surface Soil Excavation	1 – 2 weeks	TBA	No
Subsurface Soil Excavation Work Plan	3 weeks	TBA	Yes
Implement Subsurface Soil Excavation	1 – 2 weeks	TBA	No
Initial Groundwater Monitoring & Analysis	1 month after completion of free product and soil removal	TBA	No
Monthly Progress Reports	On-going, assume 24 months	Due the 10 th of each month	No
Design groundwater treatment system	4 weeks	TBA	Yes
Installation of Groundwater Treatment System	3 weeks for well installation 3 weeks for trench/system install	Total time for system installation, 2 months	No
Routine GWTS RO Activities	½ day a week, routine 1 day month for groundwater gauging	On-going, ½ day per week, annual basis for 2 years	No
Quarterly Groundwater Sampling	3 days per quarter for gauging and sampling	On-going, 3 days per quarter, annual basis for 2 years	No

Fee

This proposal is a request for additional funding for this site under the NYSDEC – 1996 Clean Water/Clean Air Bond Act Environmental Restoration Project – Title 5 (No. B-00129-8). The following Scope of Services describes tasks to be completed for **\$601,534.00**. This fee includes a 20% total project contingency as well as a request for 50% reimbursement of previously incurred costs for asbestos survey/abatement and building demolition.



Attached are:

- Fee Schedule providing more detail regarding estimated costs.
- Site Map showing Areas of Remediation.

We appreciate this opportunity to provide the City of Rochester with professional services. If you have any questions regarding this proposal please contact me by phone at (585) 232.5137, extension 346 or Edward Jones at extension 409. We look forward to working with you on this important project.

Please find enclosed a second copy of this proposal for your signature and authorization to proceed.

Regards,

BERGMANN ASSOCIATES

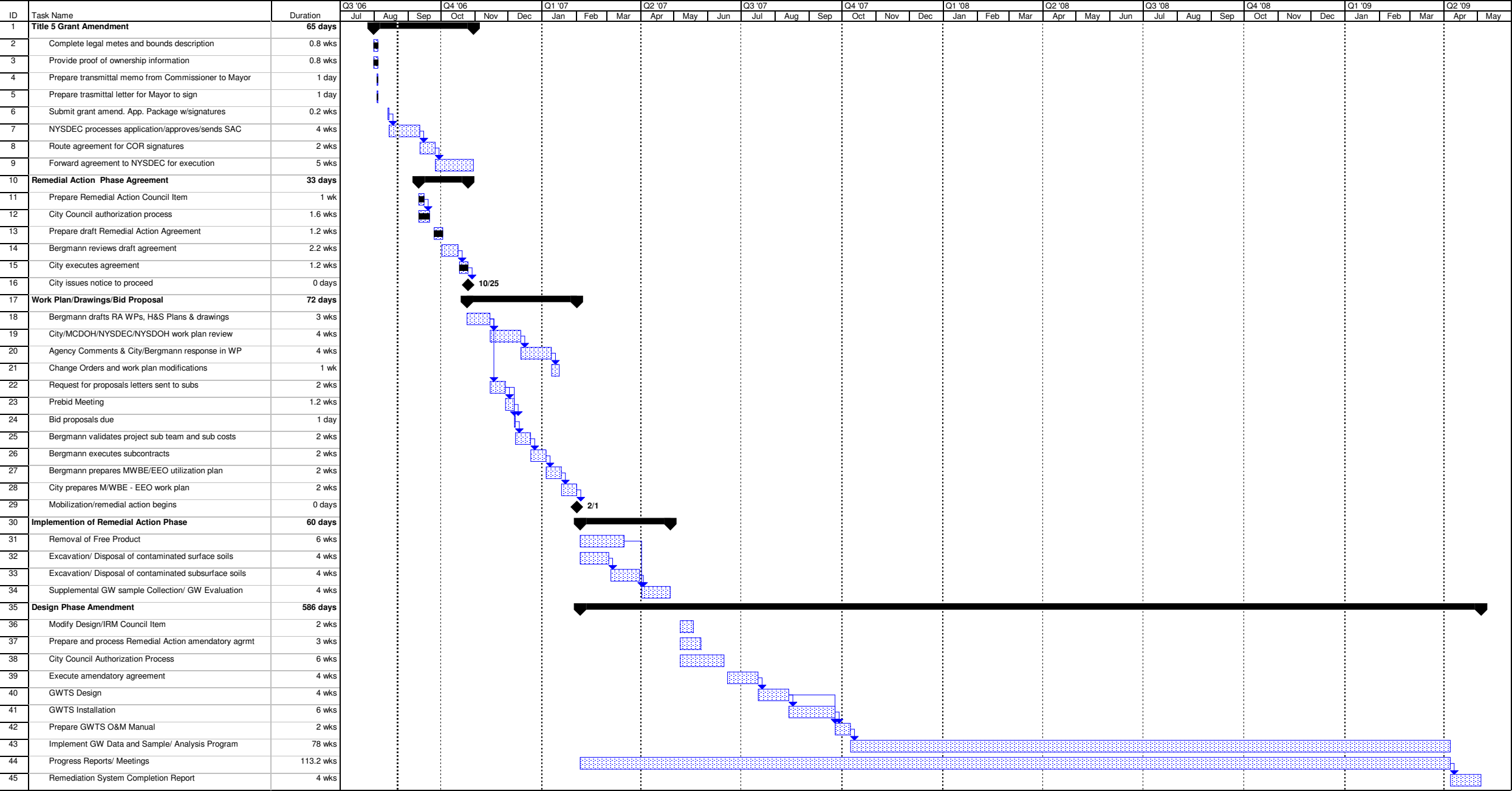
Gary A. Flisnik
Project Manager

attachments

cc Mark Gregor, City of Rochester
Greg MacLean, NYSDEC
Ed Jones, Bergmann

W:\Water Resources\jobs\City of Roch\1200 East Main\2006 REMEDIATION

1200 East Main Street - Remediation Phase Project Schedule



1Gantt-Remediation Phase.mpp
Tue 8/22/06

Task

Split

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Split

Rolled Up Milestone

Rolled Up Progress

External Tasks

Project Summary

External Milestone

Deadline

Page 1

Fee Proposal
1200 East Main Street PRAP Implementation
City or Rochester
Environmental Restoration Program

	Labor Hours	PIC	Project Manager	Senior Geologist	Environmental Specialist II	Environmental Specialist I	CAD	Civil/Mech/Elec. Eng.	Totals
	Rates	\$45.00	\$40.00	\$31.00	\$28.00	\$22.00	\$22.00	\$31	
	Task								
1	Work Plan, Free Product Removal	1	6	16	4	0	2	0	29
	Direct Labor Cost	\$45	\$240	\$496	\$112	\$0	\$44	\$0	\$937.00
	Indirect Labor Cost	65	348	719	162	0	64	\$0	\$1,359.00
	Total Task Cost	\$110	\$588	\$1,215	\$274	\$0	\$108	\$0	\$2,296.00
	Work Plan, Surface Soil Excavation	1	6	24	4	0	4	0	39
	Direct Labor Cost	\$45	\$240	\$744	\$112	\$0	\$88	\$0	\$1,229.00
	Indirect Labor Cost	65	348	1079	162	0	128	\$0	\$1,782.00
	Total Task Cost	\$110	\$588	\$1,823	\$274	\$0	\$216	\$0	\$3,011.00
	Work Plan, Subsurface Soil Excavation	1	6	30	8	0	4	8	57
	Direct Labor Cost	\$45	\$240	\$930	\$224	\$0	\$88	\$248	\$1,775.00
	Indirect Labor Cost	65	348	1349	325	0	128	\$360	\$2,574.00
	Total Task Cost	\$110	\$588	\$2,279	\$549	\$0	\$216	\$608	\$4,349.00
2	Implement Free Product Removal	0	2	8	16	24	0	0	50
	Direct Labor Cost	\$0	\$80	\$248	\$448	\$528	\$0	\$0	\$1,304.00
	Indirect Labor Cost	0	116	360	650	766	0	\$0	\$1,891.00
	Total Task Cost	\$0	\$196	\$608	\$1,098	\$1,294	\$0	\$0	\$3,195.00
3A	Implement Surface Soil Excavation	0	4	4	32	8	0	0	48
	Direct Labor Cost	\$0	\$160	\$124	\$896	\$176	\$0	\$0	\$1,356.00
	Indirect Labor Cost	0	232	180	1299	255	0	\$0	\$1,966.00
	Total Task Cost	\$0	\$392	\$304	\$2,195	\$431	\$0	\$0	\$3,322.00
3B/3C	Implement Subsurface Soil Excavation	0	6	6	40	16	0	8	76
	Direct Labor Cost	\$0	\$240	\$186	\$1,120	\$352	\$0	\$248	\$2,146.00
	Indirect Labor Cost	0	348	270	1624	510	0	\$360	\$3,112.00
	Total Task Cost	\$0	\$588	\$456	\$2,744	\$862	\$0	\$608	\$5,258.00
4	GW Effectiveness Monitoring and Sampling	0	2	4	20	12	0	0	38
	Direct Labor Cost	\$0	\$80	\$124	\$560	\$264	\$0	\$0	\$1,028.00
	Indirect Labor Cost	0	116	180	812	383	0	\$0	\$1,491.00
	Total Task Cost	\$0	\$196	\$304	\$1,372	\$647	\$0	\$0	\$2,519.00
5	Design Groundwater Treatment System	4	28	40	8	0	70	100	250
	Direct Labor Cost	\$180	\$1,120	\$1,240	\$224	\$0	\$1,540	\$3,100	\$7,404.00
	Indirect Labor Cost	261	1624	1798	325	0	2233	\$4,495	\$10,736.00
	Total Task Cost	\$441	\$2,744	\$3,038	\$549	\$0	\$3,773	\$7,595	\$18,140.00
6	Injection-SVE Wells/TreatmentSystem Installation	0	28	120	120	120	0	24	412
	Direct Labor Cost	\$0	\$1,120	\$3,720	\$3,360	\$2,640	\$0	\$744	\$11,584.00
	Indirect Labor Cost	0	1624	5394	4872	3828	0	\$1,079	\$16,797.00
	Total Task Cost	\$0	\$2,744	\$9,114	\$8,232	\$6,468	\$0	\$1,823	\$28,381.00
7	GW Treatment System RO	0	90	240	160	400	16	0	906
	Direct Labor Cost	\$0	\$3,600	\$7,440	\$4,480	\$8,800	\$352	\$0	\$24,672.00
	Indirect Labor Cost	0	5220	10788	6496	12760	510	\$0	\$35,774.00
	Total Task Cost	\$0	\$8,820	\$18,228	\$10,976	\$21,560	\$862	\$0	\$60,446.00
8	Annual GW Monitoring/Analysis Program	0	90	272	120	120	48	0	650
	Direct Labor Cost	\$0	\$3,600	\$8,432	\$3,360	\$2,640	\$1,056	\$0	\$19,088.00
	Indirect Labor Cost	0	5220	12226	4872	3828	1531	\$0	\$27,678.00
	Total Task Cost	\$0	\$8,820	\$20,658	\$8,232	\$6,468	\$2,587	\$0	\$46,766.00
9	Monthly Progress Report Preparation	0	48	280	80	80	160	0	648
	Direct Labor Cost	\$0	\$1,920	\$8,680	\$2,240	\$1,760	\$3,520	\$0	\$18,120.00
	Indirect Labor Cost	0	2784	12586	3248	2552	5104	\$0	\$26,274.00
	Total Task Cost	\$0	\$4,704	\$21,266	\$5,488	\$4,312	\$8,624	\$0	\$44,394.00
10	Remediation Completion Report	1	30	52	8	8	16	0	115
	Direct Labor Cost	\$45	\$1,200	\$1,612	\$224	\$176	\$352	\$0	\$3,609.00
	Indirect Labor Cost	65	1740	2337	325	255	510	\$0	\$5,233.00
	Total Task Cost	\$110	\$2,940	\$3,949	\$549	\$431	\$862	\$0	\$8,842.00
11	Meetings and Correspondence	0	40	24	0	0	0	0	64
	Direct Labor Cost	\$0	\$1,600	\$744	\$0	\$0	\$0	\$0	\$2,344.00
	Indirect Labor Cost	0	2320	1079	0	0	0	\$0	\$3,399.00
	Total Task Cost	\$0	\$3,920	\$1,823	\$0	\$0	\$0	\$0	\$5,743.00
	Total Staff Member Hours	\$8	\$386	\$1,120	\$620	\$788	\$320	140	3382
	Total Staff Member Direct Labor Cost	\$360	\$15,440	\$34,720	\$17,360	\$17,336	\$7,040	\$4,340	\$96,596.00
	Total Staff Member Indirect Cost	\$522	\$22,388	\$50,344	\$25,172	\$25,137	\$10,208	\$6,293	\$140,064.00
	Total Staff Member Cost	\$882	\$37,828	\$85,064	\$42,532	\$42,473	\$17,248	\$10,633	\$236,660.00
	Total Fixed Fee Amount	\$97	\$4,161	\$9,357	\$4,679	\$4,672	\$1,897	\$1,170	\$26,033.00
	Fixed Fee % of Total Fee	0.000%	0.007%	0.016%	0.008%	0.008%	0.003%	0.002%	0.043%

		Eligible at 90%	Eligible at 50%
Total Staff + Fixed Fee Amount	\$262,693.00	\$236,423.70	0
Total Direct Expenses	\$20,210.00	\$18,189.00	0
Total Subcontractor Charges	\$205,621	\$185,058.90	0
20% Contingency	\$97,705	\$87,934.50	0
Previously Completed ACM Related and Building Demo Fee & Subs	\$30,612	0	\$15,306
Eligible Costs Subtotal		\$527,606.10	\$15,306.00
Total Eligible Project Cost Estimate		\$542,912.10	



Scale 1 Inch = 2000 Feet (approximate)



EJJ



1200 East Main Street
City of Rochester, Monroe County, NY
Proposed Remedial Action Plan

SITE LOCATION MAP

USGS 7.5 Minute Topographic Map, Rochester East, NY Quadrangle, 1978

Date
December 2005
Figure

1

1200 East Main Street

