NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
NEW YORK WORKS II ENVIRONMENTAL RESTORATION PROJECT

In the Matter of the implementation of a Remedial Program for	NYWII ERP AGREEMENT Index No. NYWII-B00184-12-14

Foster Refrigeration Site Investigation
DEC Site Number: **B00184**
North 2nd Street
Hudson, New York 12534

Hereinafter referred to as "Site"

by:

City of Hudson
520 Warren Street
Hudson, New York 12534

Hereinafter referred to as "Municipality"

WHEREAS, the New York State Department of Environmental Conservation ("Department" or "NYSDEC") is authorized by Article 56 of the New York State Environmental Conservation Law (hereinafter the "ECL") to address contamination at municipal sites; and

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

WHEREAS, Chapter 54, Laws of 2013 (the “Law of 2013”), provides New York Works funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects. The Law of 2013 allows the Department to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (hereinafter referred to as “NYWII ERP Agreement”); and

WHEREAS, the Legislature authorized the Department to develop and implement environmental restoration investigation and remediation projects for certain properties held in title by them; and

WHEREAS, the Municipality submitted an Application requesting that the Department undertake the development and implementation (i.e., the remedial design and remedial construction) of an environmental restoration remediation project (the “Project”), the purpose and scope of which is set forth in the Record of Decision (“ROD”) provided in Exhibit A of this NYWII ERP Agreement, on the Site that is described in Exhibit B by metes and bounds and by reference to a recorded map showing its boundaries and bearing the seal and signature of a licensed land surveyor; and

WHEREAS, the Municipality agrees to comply with all terms and conditions of this NYWII ERP Agreement; and

WHEREAS, the Municipality submitted an approvable Application, including submission of its documentation of its authorization to enter into this NYWII ERP Agreement, and of its authorization of the person signing the same to do so; and

WHEREAS, the Project was given a priority ranking based on a score derived from information provided in the Application and is eligible to participate in NYWII ERP; and

WHEREAS, the Municipality has disclosed all responsible party payments received related to the Site prior to entering into this Agreement. Except as provided herein relative to responsible party funding, the Municipality may use any other funding available (i.e., federal, State or other private party monies) towards its cost share; and

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

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

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I) Duties and responsibilities of the Department and the Municipality.

A) The Department, as required by the scope of the Project, shall:

1) implement a Citizen Participation Plan (CPP) for the Project consistent with DER-23; and

2) design and implement the remedy set forth in the ROD; and

3) prepare any necessary Environmental Easement (EE) documents for the Municipality's execution; and

4) prepare any necessary Site Management Plan (SMP).

B) The Municipality shall:

1) provide necessary assistance to the Department in the implementation of the Site CPP, including providing venues for meetings and contact information; and

2) execute and implement any Department prepared EE; and

3) implement the SMP, if one is required under this NYWII ERP Agreement, including all operation, maintenance and monitoring; and

4) provide the required Periodic Review Reports (PRR) as set forth in the SMP.

In the event that the remedy for the Site, or any Work Plan for the Site, requires a SMP as a consequence of operation, maintenance, and monitoring requirements, including reliance upon institutional or engineering controls, the Municipality shall file the initial PRR on the first day of the eighteenth month following the anniversary of the start of the SMP and continuing at the Department designated period until the Department notifies the Municipality in writing that such PRR may be discontinued.

Such PRR shall be signed by a Professional Engineer or by a qualified environmental professional as defined in 6 NYCRR 375-1.2(ak) approved by the Department to perform that function and certified under penalty of perjury that the institutional and/or engineering controls are unchanged from the previous certification and that nothing has occurred that would impair the ability of such controls to protect public health and the environment or constitute a violation or failure to comply with the approved SMP.

The Municipality shall notify the Department within twenty-four (24) hours of discovery of any breach, upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, the Municipality shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the PRR required by this.

The Municipality can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary. The Department shall not unreasonably withhold its approval of such petition.

II) Allowable Use

The ROD determined that the Site will be used for Commercial Use, and the Municipality agrees for itself and for its lessees and successors in title that any proposed change to the Contemplated Use shall be governed by the provisions of ECL § 56-0511 and any implementing regulations thereto.

III) Enforcement and Force Majeure

This NYWII ERP Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. The Municipality shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this NYWII ERP Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) days of when it obtains knowledge of any such event. The Municipality shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this NYWII ERP Agreement. The Municipality shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

IV) Entry upon Site

The Municipality hereby agrees to provide access to the Site and to all relevant information regarding activities that may have involved hazardous waste at the Site in accordance with the provisions of ECL § 56-0515. Such access shall be for purposes of implementing any investigation, design, and remediation activities necessary to complete the ROD required remedy and inspecting the Site to ensure that any SMP for the conditions on such Site is being implemented satisfactorily, that the engineering and/or institutional controls are continually maintained in the manner the Department may require, that no person has engaged or is engaging in any activity that is not consistent with restrictions placed upon the use of the Site or that will or that reasonably is anticipated to: prevent or interfere significantly with a proposed, ongoing or completed project; or expose the public health or the environment to a significantly increased risk of harm or damage from such Site.

A) The Department shall have the right to periodically inspect the Site to ensure that the use of the Site complies with the terms and conditions of this NYWII ERP Agreement; such right of inspection shall survive termination of this NYWII ERP Agreement.

B) If the Department determines that the Municipality has failed to comply with the terms of the NYWII ERP Agreement, the Department may carry out any measures necessary to return the Site to a condition sufficiently protective of human health, in accordance with ECL § 56-0509.4; and neither the Municipality nor any of successors in title, lessees or lenders shall interfere with such access. The Municipality or successor and assign shall pay all costs incurred by the State and any release and indemnification shall be revoked.

V) Payment of State Costs

The Municipality hereby agrees to pay the Department for the Municipality's share of the Project. The Municipality's share is ten percent (10%) of the Project cost for design and construction of the remedy. Construction costs are estimated at $950,600 based on the Capital Cost provided in the ROD dated 06/29/2007 or as subsequently modified based on new information in accordance with DER-2, *Making Changes to Selected Remedies.* The actual Project costs may vary.

A) The Department will invoice the Municipality periodically. Within ninety (90) days after receipt of an invoice from the Department, the Municipality shall reimburse the Department for the Project costs incurred by the Department at a rate of ten percent (10%) of the Project costs.

B) Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)ii. The Department shall not be required to provide any other documentation of costs, provided, however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C) Each such payment shall be made payable to the New York State Department of Environmental Conservation and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7012

D) The provisions of 6 NYCRR § 375-1.5 (b)(3)(v) and (vi) shall apply to any objections by the Municipality to any invoiced costs under this NYWII ERP Agreement. Objections shall be sent to the Department as provided under subparagraph V.D.

E) In the event of non-payment of any invoice within the ninety (90) days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with the Laws of 2013 and ECL § 71-4003. If such failure to pay is after the issuance of the Certificate of Completion (COC), enforcement shall include revocation of the COC and loss of any liability protection.

VI) Disposition of Site

A) In the event that there is a Disposition of the Site or any portion of such Site, the Municipality is required to reimburse the State the amount owed. The amount owed shall consist of the "value of the Disposition of the Site" less the Municipal costs allowed to offset such value. The maximum amount of money owed the State is defined as an amount of money, not to exceed the State's costs incurred for the investigation and remediation of this Site under this NYWII ERP Agreement and any prior ERP State Assistance Contract (SAC) or Agreement for this Site. The Municipality's allowed costs consist of taxes owed to the Municipality upon acquisition and the Municipality's share of the Project costs (related to the disposed property) provided under this NYWII ERP Agreement as well as any costs allowed under the prior ERP SAC or Agreement for this Site.

For purposes of this subparagraph, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists, if the Site is disposed by transfer of title, of the higher of the Site's sale price or the Site's fair market value at time of sale; or, if the Site is disposed by lease, the higher of the present worth of the stream of rent over a 30 year period beginning the effective date of this NYWII ERP Agreement or the present worth of the fair market value of the stream of rent over the same 30 year period. However, if the Site is located in an economic development zone or in a zone equivalent area, as those terms are defined in Sections 957 and 959(bb), respectively, of the General Municipal Law; or if the Site is located in a project area that is the subject of a redevelopment plan approved by Municipality's legislative body under Article 18-B of the General Municipal Law; or if the Site will be used to maintain or expand the supply of housing for persons of low income and families of low income as Section 2 of the Private Housing Finance Law defines them, then if the Site is disposed by sale, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists of the Site's sale price, and if the Site is disposed by lease, the present worth of the stream of rent over a 30 year period beginning the effective date of this NYWII ERP Agreement.

B) If the Municipality disposes of the Site by sale to a responsible party, the disposition must be at fair market value. Additionally, the Municipality shall collect from such responsible party, in addition to such other consideration, an amount of money constituting the amount of Project costs incurred by the State under this NYWII ERP Agreement and any prior ERP SAC or Agreement for this Site plus accrued interest and transaction costs. The Municipality shall pay such funds immediately to the Department for deposit into an appropriate account.

VII) Cost Recovery

A) The State hereby reserves the right to seek to recover the full amount of any Project Costs incurred by the State under this NYWII ERP Agreement and any prior ERP SAC or Agreement for this Site through litigation brought under Article 56 of the ECL or other statute or under the common law, or through cooperative agreements, with responsible parties, other than the following:

1) The Municipality; and

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

B) The Municipality shall assist the Department and/or the State in compelling responsible parties to bear the cost of the Project by providing upon request by the Department all information that exists as of the start of the term of this NYWII ERP Agreement and any

prior ERP SAC or Agreement for this Site that identifies the Site's responsible parties and all other information acquired during the course of the Project's implementation.

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

D) If any responsible party payments and/or other responsible party consideration become available to the Municipality during or after the completion of an environmental restoration project, the Municipality shall immediately notify the Department of such availability. The State is entitled to its share of the amount recovered from the responsible party under this NYWII ERP Agreement and any prior ERP SAC or Agreement for this Site. If the Municipality shall fail to make such payment to the State within sixty (60) days of receipt of any responsible party payment (or within ninety (90) days of signing this NYWII ERP Agreement, if the payment was received before the NYWII ERP Agreement was signed), the Department may take measures provided for by law.

If any responsible party payments are received prior to entering into this Agreement, the Municipality must pay the State ninety (90) percent of such payments, unless such payments were received for remedial activities conducted under any prior ERP SAC or Agreement for this Site.

The Municipality agrees that it will immediately notify the Department in writing of its receipt of funds from other sources for any of the Municipality's expenditures incurred pursuant to this NYWII ERP Agreement. Any such funds shall first be applied to the Municipality project share. Any additional funds shall then be applied to the State's share of the project costs.

VIII) Liability Protection

As set forth at ECL § 56-0509, the Municipality and applicable successors and assigns shall be entitled to certain liability protections, subject to the terms and conditions stated therein, upon the issuance of a COC for the Site by the Department. However, if the Municipality or its successor or assigns fails to comply with the EE and/or the SMP for the Site after the issuance of the COC, the Department reserves its right to revoke the COC and rescind any release of liability granted to the Municipality pursuant to ECL Article 56.

IX) Indemnification

The Municipality shall indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and, description brought or recovered against it by reason of

any acts or omissions of the Municipality, its agents, employees, or contractors related to this Site.

X) Change of Use

The Municipality shall notify the Department at least sixty (60) days in advance of any change of use as defined in ECL § 56-0511, which is proposed for the Site. In the event that the proposed change of use is inconsistent with the remedial program, the Department shall notify the Municipality of such determination within forty-five (45) days of receipt of such notice. In such event, the Municipality shall not implement the proposed change of use.

XI) Environmental Easement

A) If the Department's issuance of a ROD relies upon one or more institutional and/or engineering controls, the Department shall provide an EE for signature. The authorized representative for the Municipality shall within sixty (60) days of receipt of the EE, sign and submit it to the Department for execution. The Municipality's submittal shall satisfy the statutory and regulatory requirements of law as set forth in ECL Article 71, Title 36 and 6 NYCRR Part 375. The executed EE shall be recorded with the recording officer for the county in which the Site is located.

B) The Municipality or the owner of the Site may petition the Department to modify or extinguish the EE filed pursuant to this NYWII ERP Agreement at such time as it can certify that the Site is protective of human health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

C) Engineering and Institutional Controls

1) In the event that engineering and/or institutional controls are components of the remedy selected in the Department's ROD pertaining to the Site, the Department will cause the development of a plan to ensure that such controls are continually maintained in the manner satisfactory to the Department. The Municipality and its successors in title, lessees and lenders are prohibited from challenging the imposition or continuance of such controls, and failure to implement or comply with the Department-approved plan or to maintain such controls constitute a violation of this NYWII ERP Agreement and for the duration of such failure, the release and indemnification granted pursuant to ECL § 56-0509.1 shall have no force and effect.

2) The municipality’s or successors’ in title, lessees’ and lenders’ failure to cure such violation of engineering or institutional controls in the time period set by the Department will result in the Department seeking recovery of any funds expended on the Site and permanent revocation of any release and indemnification.

XII) Site Lease/Transfer Conditions

The Municipality shall not enter into any lease or transfer title to, the Site or any portion of it until the Municipality binds itself and its lessees and its successors in title, to the following conditions:

A) The Site will not be used for the use set forth in Paragraph II or any less restrictive use until it is remediated. The Site may continue to be used for the purpose for which it is being used as of the start of the term of this NYWII ERP Agreement if the Department or DOH has not found that the existing state of contamination is such as to prohibit such use from continuing, giving due regard for public health and environmental protection; and

B) If, before an EE for the Site is executed and recorded, the Municipality wishes to subdivide the Site into separate parcels, it may do so after submitting a change of use notice pursuant to 375-1.11(d).

C) If a Municipality wishes to sell all or part of a Site before it is remediated, the Municipality's successor in title must first agree to remediate all such parcels under Department oversight in accordance with the Department's ROD and any such parcel cannot be used for the use set forth in Paragraph II or any less restrictive use until it is remediated. The Site may continue to be used for the purpose for which it is being used as of the start of the term of this NYWII ERP Agreement if the Department or DOH has not found that the existing state of contamination is such as to prohibit such use from continuing, giving due regard for public health and environmental protection.

XIII) Communications

A) All written communications required by this NYWII ERP Agreement shall be transmitted by electronic mail unless otherwise specified by the DER project manager.

1) Communication from the Municipality shall be sent to:

(i) Robert Cozzy, P.E., Director
Remedial Bureau B
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233
Phone: (518) 402-9768
Email: robert.cozzy@dec.ny.gov

(ii) Krista Anders, Director
Bureau of Environmental Exposure Investigation
New York State Department of Health
Empire State Plaza

Corning Tower, Room 1787
Albany, New York 12237
Email: krista.anders@health.ny.gov

(iii) Andrew Guglielmi, Esq.
NYSDEC Office of General Counsel
625 Broadway
14th Floor
Albany, New York 12233-1500
Phone: (518) 402-9185
Email: andrew.guglielmi@dec.ny.gov

2) Communication from the Department to the Municipality shall be sent to:

William H. Hallenbeck, Jr., Mayor
City of Hudson
520 Warren Street
Hudson, New York 12534
Phone: 518-828-1030
Email: mayor@cityofhudson.org

B) The Department and the Municipality reserve the right to designate additional or different addressees for communication on written notice to the other.

C) Each party shall notify the other within ninety (90) days after any change in the addresses listed in this Paragraph.

XIV) Completion or Termination of NYWII ERP Agreement

A) If the Municipality complies with the requirements of applicable State and federal laws and regulations and with the terms of this NYWII ERP Agreement, the Department shall issue a COC. This NYWII ERP Agreement shall end when the Department issues the COC.

B) The Department may terminate this NYWII ERP Agreement without prejudice or waiver of any other rights the State has if the Municipality fails to comply with any of the requirements of applicable State or federal laws and regulations or with any of the requirements of this NYWII ERP Agreement. The Department shall provide written notification to the Municipality of its breach of contract, setting forth in writing the basis for termination of the NYWII ERP Agreement and allowing the Municipality a reasonable and specific amount of time within which to cure its breach. If the Municipality does not cure its breach of contract within the period of time allowed by the Department, this NYWII ERP Agreement shall terminate on the date set forth in the letter ("Termination Letter"). The Department shall notify the Municipality of the amount of money that the Municipality owes the State for repayment of State costs incurred for the

Project, including the Department's oversight costs and for any other costs incurred by the State in administering and terminating the Municipality's environmental restoration remediation project ("Demand Letter"). The Municipality agrees that if this NYWII ERP Agreement is terminated by the Department under this Subparagraph B:

1) the Municipality, a successor in title, lessee and lender are not entitled to claim any liability limitation benefits provided under ECL § 56-0509 because the Municipality has failed to satisfy the requirement of ECL § 56-0509 (1)(a)(I) to comply with all of the terms and conditions of the NYWII ERP Agreement; and

2) the Municipality shall pay to the Department an amount of money constituting the amount of Project costs incurred by the State under this NYWII ERP Agreement plus accrued interest and transaction costs, with interest thereon as provided by law, within 45 days of the Municipality's receipt of the Department's Demand Letter.

C) The Municipality may terminate this NYWII ERP Agreement without prejudice or waiver of any other rights within thirty (30) days of receiving notice of the completion of the Remedial Design if the associated engineer's estimate of project costs exceeds the costs as set forth in Paragraph V.A by at least three times. The requirement for the Municipality to pay ten percent (10%) of the Project cost committed up to the date of termination survives the termination.

XV) If this NYWII ERP Agreement is completed or terminated, the following requirements shall survive such completion or termination: Paragraphs VI (Disposition of Site), VII (Cost Recovery), and XII (Site Lease/Transfer Conditions).

If this NYWII ERP Agreement is terminated, the following requirements shall survive such termination: Paragraphs II (Allowable Use), IV (Entry upon Site), V (Payment of State Costs), X (Change of Use), XI (Environmental Easement), and XIII (Communications).

XVI) Miscellaneous

A) The Municipality shall file all appropriate forms for registration and closure for all known or identified petroleum bulk storage tanks on the Site, and/or all known or identified chemical bulk storage tanks on the Site to allow proper registration and/or closure of all such tanks.

B) The Department is exempt from the requirement to obtain any State or local permit or other authorization for any activity conducted pursuant to 6 NYCRR Part 375.

C) The Municipality shall cooperate with the Department to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform the obligations under this NYWII ERP Agreement.

D) The Municipality shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this NYWII ERP Agreement.

E) The paragraph headings set forth in this NYWII ERP Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this NYWII ERP Agreement.

F) The terms of this NYWII ERP Agreement shall constitute the complete and entire agreement between the Department and Municipality concerning the implementation of the activities required by this NYWII ERP Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this NYWII ERP Agreement shall be binding unless made in writing and subscribed by both parties. In the event of a conflict between the terms of this NYWII ERP Agreement and any Work Plan submitted pursuant to this NYWII ERP Agreement, the terms of this NYWII ERP Agreement shall control over the terms of the Work Plan(s). The Municipality consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this NYWII ERP Agreement and further agrees not to contest the validity of this NYWII ERP Agreement or its terms.

G) Unless otherwise expressly provided herein, terms used in this NYWII ERP Agreement which are defined in ECL Article 56 or in 6 NYCRR Part 375 shall have the meaning assigned to them under said statute or regulations.

H) The Municipality's obligation under this NYWII ERP Agreement represents payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty. This NYWII ERP Agreement does not constitute a permit and does not confer upon the Municipality the right to engage in the Contemplated Use or any other use of the Site for any particular purpose.

I) No delay or omission on the part of either party in exercising any right under this NYWII ERP Agreement shall operate as a waiver of such right or of any other right under this NYWII ERP Agreement. A waiver shall not be construed as a bar to any right and/or remedy. No waiver or consent shall be binding unless it is in writing and executed by the Department and the Municipality.

J) This NYWII ERP Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

K) The effective date of this NYWII ERP Agreement is the date it is signed by the Commissioner or the Commissioner's designee after all other parties have signed.

L) The Municipality acknowledges that it has read, understands, and agrees to abide by all the terms set forth in this NYWII ERP Agreement.

M) In accordance with Section 41 of the State Finance Law, the State shall have no liability under this NYWII ERP Agreement beyond funds available for this NYWII ERP Agreement.

N) Notwithstanding any provision to the contrary, the Department expressly reserves its rights to postpone, suspend, abandon or terminate this NYWII ERP Agreement, and such actions shall in no event be deemed a breach of this NYWII ERP Agreement.

DATED:

AUG 06 2015

JOSEPH J. MARTENS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____

Robert W. Schick, P.E., Director
Division of Environmental Remediation

CONSENT BY MUNICIPALITY

Municipality hereby consents to the issuing and entering of this Agreement, waives Municipality's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Municipality's Name:

By: _____

Printed Name: William H. Hallenbeck Jr

Title: Mayor

Date: 7/27/15

STATE OF NEW YORK

COUNTY OF Columbia

On the 27th day of July in the year 2015 before me, the undersigned, personally appeared William H Hallenbeck Jr *(full name)* personally known to me who, being duly sworn, did depose and say that he/she resides at 520 Warren St. Hudson NY 12534 *(full mailing address)* and that he/~~she~~ is the Mayor of the City of Hudson *(full legal name of municipality)*, the municipality described in and which executed the above instrument; and that he/she signed his/her name thereto as authorized by said municipality.

Notary Public, State of New York Edythe Dinehart

Edythe Dinehart
Notary Public, State of New York
Qualified in Columbia County
No. 01DI6176779
My Commission Expires
Nov. 5, 2015

Site Number: B00184

Exhibit A
Record of Decision

Department of Environmental Conservation

Division of Environmental Remediation

Environmental Restoration
Record of Decision
Foster Refrigeration Site
City of Hudson, Columbia County, New York
Site Number B00184

June 2007

New York State Department of Environmental Conservation
ELIOT SPITZER, *Governor* ALEXANDER B. GRANNIS, *Commissioner*

DECLARATION STATEMENT
ENVIRONMENTAL RESTORATION RECORD OF DECISION

Foster Refrigeration Environmental Restoration Site
City of Hudson, Columbia County, New York
Site No. B00184

Statement of Purpose and Basis

The Record of Decision (ROD) presents the selected remedy for the Foster Refrigeration site, an environmental restoration site. The selected remedial program was chosen in accordance with the New York State Environmental Conservation Law and is not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan of March 8, 1990 (40CFR300), as amended.

This decision is based on the Administrative Record of the New York State Department of Environmental Conservation (the Department) for the Foster Refrigeration site environmental restoration site, and the public's input to the Proposed Remedial Action Plan (PRAP) presented by the Department. A listing of the documents included as a part of the Administrative Record is included in Appendix B of the ROD.

Assessment of the Site

Actual or threatened releases of hazardous substances from this site, if not addressed by implementing the response action selected in this ROD, presents a current or potential significant threat to public health and/or the environment.

Description of Selected Remedy

Based on the results of the Remedial Investigation/Feasibility Study Report (RI/FS) for the Foster Refrigeration site and the criteria identified for evaluation of alternatives, the Department has selected the excavation of lead contaminated soils from areas outside the building, excavation of PCB contaminated soil from under the building slab, disposal of the contaminated soil at an off-site landfill and backfill the excavated area with clean fill. The components of the remedy are as follows:

1. A remedial design program will be implemented to provide the details necessary for the construction, operation, maintenance, and monitoring of the remedial program.

2. Excavate the lead contaminated subsurface soil (approximately 2600 cu.yds) from areas outside the building to a clean up goal of 1000 ppm and PCB contaminated soil under the building slab (approximately 100 cu.yds.) to a clean up goal of 1 ppm.

3. Excavate and stage the surface soil in the remediation area and use it as backfill in the bottom of the excavation areas, if it meets the soil clean up goals.

4. Dispose the excavated sub surface soil off-site in an approved landfill facility.

5. Collect and analyze confirmatory samples to verify that the clean up goals have been achieved. Place a demarcation layer at the bottom of each excavation area. Collect a representative number of surface soil samples to verify remaining site surface soil meets clean up goals.

6. Backfill the excavated areas with a minimum of twelve (12) inches of clean soil that will meet the Division of Environmental Remediation's criteria for backfill or local site background.

7. Imposition of an institutional control in the form of an environmental easement that will require (a) limiting the use and development of the property to permit commercial uses; (b) compliance with the approved site management plan; (c) restricting the use of groundwater as a source of potable water, without necessary water quality treatment as determined by NYSDOH; and (d) the property owner to complete and submit to the Department a periodic certification of institutional and engineering controls.

8. Development of a site management plan which will include the following institutional and engineering controls: (a) monitoring of groundwater; (b) identification of any use restrictions on the site; and (c) provisions for the continued proper operation and maintenance of the components of the remedy.

9. The property owner will provide a periodic certification of institutional and engineering controls, prepared and submitted by a professional engineer or such other expert acceptable to the Department, until the Department notifies the property owner in writing that this certification is no longer needed. This submittal would: (a) contain certification that the institutional controls and engineering controls put in place are still in place and are either unchanged from the previous certification or are compliant with Department-approved modifications; (b) allow the Department access to the site; and (c) state that nothing has occurred that would impair the ability of the control to protect public health or the environment, or constitute a violation or failure to comply with the site management plan unless otherwise approved by the Department.

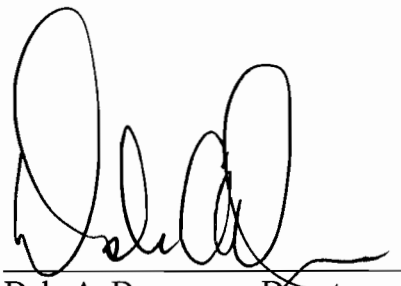
10. Since the groundwater was found to be marginally contaminated above the groundwater standards for lead at one location, a groundwater monitoring program will be instituted. The excavation and removal of contaminated soils is expected to eliminate the groundwater contamination. The groundwater monitoring will verify the reduction in contaminant concentration in groundwater over time. If the groundwater standards are attained over a reasonable period of time, the monitoring could be discontinued with the Department's approval.

New York State Department of Health Acceptance

The New York State Department of Health (NYSDOH) concurs that the remedy selected for this site is protective of human health.

Declaration

The selected remedy is protective of human health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable, and is cost effective.



JUN 29 2007

Date

Dale A. Desnoyers, Director
Division of Environmental Remediation

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Environmental Restoration
RECORD OF DECISION
Foster Refrigeration Site
City of Hudson, Columbia County, New York
Site No. B00184
June 2007

SECTION 1: SUMMARY OF THE RECORD OF DECISION

The New York State Department of Environmental Conservation (Department), in consultation with the New York State Department of Health (NYSDOH), has selected this remedy for the Foster Refrigeration Site. The presence of hazardous substances has created threats to human health and/or the environment that are addressed by this proposed remedy.

The 1996 Clean Water/ Clean Air Bond Act provides funding to municipalities for the investigation and cleanup of brownfields. Under the Environmental Restoration Program, the state provides grants to municipalities to reimburse up to 90 percent of eligible costs for site investigation and remediation activities. Once remediated, the property can then be reused.

As more fully described in Sections 3 and 5 of this document, the undocumented and improper handling of waste have resulted in the disposal of hazardous substances, including lead contaminated ash-like material. These hazardous substances have contaminated the soil at the site, and have resulted in:

- a threat to human health associated with potential exposure to contaminated soils.
- an environmental threat associated with the potential impacts of contaminants to groundwater .

To eliminate or mitigate these threats, the Department has selected the excavation of lead contaminated soils from areas outside the building and PCB contaminated soil from under the building slab, dispose the contaminated soil at an off-site landfill and backfill the excavated area with clean fill.

The selected remedy, discussed in detail in Section 8, is intended to attain the remediation goals identified for this site in Section 6. The remedy must conform with officially promulgated standards and criteria that are directly applicable, or that are relevant and appropriate. The selection of a remedy must also take into consideration guidance, as appropriate. Standards, criteria and guidance are hereafter called SCGs.

This Proposed Remedial Action Plan (PRAP) identifies the preferred remedy, summarizes the other alternatives considered, and discusses the reasons for this preference. The Department will select a final remedy for the site only after careful consideration of all comments received during the public comment period.

SECTION 2: SITE LOCATION AND DESCRIPTION

The Foster Refrigeration facility is located at 119 North 2nd Street, City of Hudson, Columbia County, New York (Figure 1). The site is located in a mixed industrial and residential neighborhood, the nearest residence is located approximately 300 feet from the south-east side of the building. The site property consists of an approximately three acre parcel as identified in the City of Hudson tax records. The former manufacturing building occupies most of the property. Figure 2 shows the details of the site. The Hudson River is approximately 3,000 feet to the north-west of the site. To the west and north is an area of undeveloped land comprised of woods, fields and wetland areas. A residential area is located to the east and an industrial area is located to the south of the site.

Site Topography and Hydrogeology

A review of the United States Geographic Survey Topographic Map of the Hudson North, New York Quadrangle (dated 1953, photo revised 1980) indicates that the surrounding area has a surface elevation of approximately ten feet above mean sea level and slopes gently westwards. To the east of the site lies a marshy area which is located in a low-lying area near the Hudson River flood plain. Observations made during fieldwork indicate that the Site is relatively flat. The topographic map indicates that the Foster's Refrigeration building was not present on the site in 1953, but had been built by the time of the 1980 photo revision.

During the course of the fieldwork documented in this Report, groundwater was noted to be present on the Site at depths of approximately 4 feet below surface grade. A review of the topographic map indicates that shallow groundwater flow in the vicinity of the subject property is likely to be toward the west and is tidally influenced.

Geology

The subject property is located in the Hudson-Mohawk geological area and consists of deep, dissected lacustrine sediments above folded bedrock consisting of either Walloomsac Slate or Normanskill Shale. Site observations indicate that fill soils are present on substantial portions of the northern and western portions of the property.

SECTION 3: SITE HISTORY

3.1: Operational/Disposal History

The Foster Refrigeration property was used for the manufacture of refrigerators between 1946 and 1994. The Site is occupied by a 62,652 square foot single-story industrial structure with metal siding and slab at grade concrete floors. The semi-volatile and PCB contamination in soils at the site are presumably from the past operations at the site. However the ash materials found outside the building perimeter and within the site boundary most likely originated from past backfilling operations. The lead contamination in soils and ash material found outside the building would have also presumably originated from past backfilling operations. There are no records to document the past disposal practices at the site or the past backfilling operations conducted at the site.

3.2: Remedial History

In 1999, the United States Environmental Protection Agency (USEPA) performed a drum removal and limited soil removal at the site during a short-term federal Superfund cleanup action. The review of an existing report and a subsequent discussion with the USEPA established that the USEPA's actions consisted of the following: a geophysical survey of two suspected buried drum areas; drum removal; underground storage tank (UST) closure; excavation and removal of drums buried on the northern portion of the site immediately north of the on-site structure; and confirmatory post-excavation soil sampling from the drum removal area.

In a letter dated April 14, 2000 to the Department, the USEPA stated that a "Removal Action" at the Foster Refrigeration site had been completed and concluded that the levels of contaminants found in soil samples obtained from the site do not warrant further removal action under CERCLA.

The majority of the USEPA sampling at the site was performed to characterize the contents of the drums prior to disposal. Based on the sampling results and visual observation, about 20 cubic yards of soil was removed along with buried drums.

Nine post-excavation soil samples were collected from the excavation area and the results of the soil samples indicated marginal exceedances of zinc, mercury, lead, and chromium above established Department guidance levels in all samples. Very low levels of five VOCs, below Department guidance levels, were detected in three samples.

USEPA records indicate that two "petroleum" USTs were found on the site and were vacuum pumped, triple-washed and filled with sand. Figure 2 shows the known location of one of these USTs at the southern end of the building and the suspected location of the other UST is believed to be present on the eastern side of the on-site building.

These removal actions have eliminated the potential for exposure to contaminated soil in the drum burial area. In addition, the cleaning of storage tanks has eliminated the potential exposure to the contents in the tanks.

SECTION 4: ENFORCEMENT STATUS

Potentially Responsible Parties (PRPs) are those who may be legally liable for contamination at a site. This may include past owners and operators, waste generators, and haulers. Since no viable PRPs have been identified, there are currently no ongoing enforcement actions. However, legal action may be initiated at a future date by the state to recover state response costs should PRPs be identified. The City of Hudson will assist the State in their efforts by providing all information which identifies Potential Responsible Parties. The City will also not enter into any agreement regarding response costs without the approval of the Department.

SECTION 5: SITE CONTAMINATION

The City of Hudson has recently completed a remedial investigation/feasibility study report (RI/FS) to determine the nature and extent of any contamination by hazardous substances at this environmental restoration site.

5.1: Summary of the Site Investigation

The purpose of the RI was to define the nature and extent of any contamination resulting from previous activities at the site. The RI was conducted between May and November 2006. The field activities and findings of the investigation are described in the February 2007 RI report and summarized in Section 5.1.2, Nature and Extent of Contamination.

As part of the investigation, 26 soil borings were installed inside and outside the building to obtain subsurface soil samples. A total of 13 test pits were excavated in areas outside the building to identify any buried objects such as drums and USTs. Soil samples were also collected from the test pits. Field evidence of ash like material containing various other foreign materials including glass, metal fragments, brick and the remains of an automobile were encountered during the extension of test pits. A total of 5 groundwater monitoring wells were installed to obtain groundwater samples and to determine the groundwater flow direction. All the samples were analyzed for contaminants of concern at the site. Soil samples, which exhibited elevated lead concentrations were selected and analyzed for hazardous characteristics by performing Toxicity Characteristics Leaching Procedure. Refer to Figure 2 for sample locations.

5.1.1: Standards, Criteria, and Guidance (SCGs)

To determine whether the soil and groundwater contains contamination at levels of concern, data from the investigation were compared to the following SCGs:

- Groundwater, drinking water, and surface water SCGs are based on the Department's "Ambient Water Quality Standards and Guidance Values" and Part 5 of the New York State Sanitary Code.

- Soil SCGs are based on the Department's Cleanup Objectives ("Technical and Administrative Guidance Memorandum [TAGM] 4046; Determination of Soil Cleanup Objectives and Cleanup Levels." and 6 NYCRR Subpart 375-6 - Remedial Program Soil Cleanup Objectives).

Based on the RI results, in comparison to the SCGs and potential public health and environmental exposure routes, certain media and areas of the site require remediation. These are summarized in Section 5.1.2. More complete information can be found in the RI/FS report.

5.1.2: Nature and Extent of Contamination

This section describes the findings for all environmental media that were investigated.

As described in the RI/FS report, soil and groundwater samples were collected to characterize the nature and extent of contamination. As seen in Figure 2 and summarized in Table 1, the main categories of

contaminants that exceed their SCGs are polychlorinated biphenyls (PCBs) and inorganics (metals). For comparison purposes, where applicable, SCGs are provided for each medium.

Chemical concentrations are reported in parts per billion (ppb) for water and parts per million (ppm) for soil.

Figure 2 and Table 1 include a summary of the extent of contamination for the contaminants of concern in soil and groundwater and compare the data with the SCGs for the site. The following are the media that were investigated and a summary of the findings of the investigation.

Soil Contamination (Building Interior)

No VOCs or SVOCs were detected above SCGs.

Metals (including arsenic, barium, copper and lead) were detected at concentrations slightly above guidance levels in 20 of the 22 samples. Elevated concentrations of the metals were detected in one sample B-4 (0-2') of which lead is considered as the contaminant of concern at this site. Lead was detected at 2,330 ppm in sample B-4.

PCB (Aroclor PCB 1254) was detected in sample B-8 (4'-8') at a concentration of 21.6 ppm (guidance level 1 ppm). Subsequent borings installed around B-8 found PCBs above guidance values at two locations with a concentration of 3.10 ppm and 1.9 ppm.

No pesticides were detected at concentrations above laboratory minimum detection limits in the samples submitted for analysis.

Soil Contamination (Building Exterior)

VOCs were not detected in any of the soil samples submitted for analysis. SVOCs, in particular, polychlorinated aromatic hydrocarbons such as benzo(a)anthracene, benzo(a)pyrene and chrysene were detected at concentrations below the guidance values in all the samples except for one sampling location. A soil sample from TP-9 detected benzo(a)pyrene at 1.2 ppm which is marginally above the guidance value of 1 ppm.

Lead was detected in the soil samples obtained from test pits and soil borings. Samples obtained from sixteen (16) locations detected lead concentration above the guidance value of 1,000 ppm. Lead was detected at elevated concentrations in TP-9 at 12,900 ppm, B-13 at 10,900 ppm and B-18 at 10,800 ppm. Other inorganics such as arsenic and barium were also detected above their respective guidance values in several samples. Please refer to Table 2. Since lead was predominantly present in soil samples at the site, lead is considered as the contaminant of concern for the site. The cleanup of lead contaminated soil would also address the other inorganics found above SCGs in soil.

Five of the six soil samples analyzed exceeded the Toxicity Leaching Procedure (TCLP) for lead.

PCBs and pesticides were not detected above guidance value in any of the soil samples taken outside of the building.

Groundwater Contamination

PAHs or VOCs were not detected above laboratory minimum detection limits in any of the groundwater samples collected from the monitoring wells.

One groundwater sample had a lead concentration above the guidance value of 25 ppb in MW-3 at 56 ppb. Lead was detected at concentrations below the groundwater protection standards in MW-2, MW-4, and MW-5. Other metals such as iron, manganese, and sodium were detected at concentrations above groundwater protection standards in all samples.

Summary of the Investigation Results

Soil (Building Interior)

Laboratory results indicate that, in general, the subsurface of the subject property beneath the on-site structure is free from contamination of concern. Soil samples collected from soil borings B-1 through B-11 extended at locations within the on-site structure indicate the absence of widespread impacts to the subsurface.

In the northwest portion of the on-site structure PCB was detected in sample B-8 (4'-8') at a concentration of 21.6 ppm, however, subsequent soil borings installed in the immediate vicinity of B-8 did not contain concentrations of PCBs above the SCGs.

In the southeast portion of the building at boring location B-4 the (0-2') sample contained elevated concentrations of several metals including lead at 2,330 ppm. The lead contamination in soil was found in isolated sampling locations inside the building under the existing concrete slab. The volume of the contaminated soil is not significant and the existing concrete slab is acting as a barrier. Thus, under current conditions there is no potential exposure threat from the soil to health or the environment and the lead contaminated soils found underneath the building require no further action.

The limits of PCBs in soils in the vicinity of B-8 has been defined horizontally and vertically around this location. The PCB contaminated soils found beneath the building would be addressed under the remedy selection process. (see Area 4 on Figure 3).

Soil and Ash (Building Exterior)

Laboratory analysis of soil samples collected from test pits, borings, and monitoring wells indicate the presence of three distinct areas in the northern portion of the property where lead is present in soils at concentrations warranting remedial action. During fieldwork in the northern portion of the property a layer of ash was noted, extending at some locations from the surface to a depth of 9' below surface grade. Elevated concentrations of metals are known to be associated with ash, however, at this site not all samples containing ash contained elevated metals concentrations. These results indicate that the criteria for remedial work performed to address elevated metals concentrations would be based on laboratory analysis of soil samples rather than visual appearance of ash.

The contaminated soil above the SCGs located north of TP-5 would be addressed during the remedial action. The three areas identified in the Figure 3 needs excavation of soil at depth. The following are the three areas identified in the Figure 3:

In the northwest corner (Area 3) of the property in the vicinity of sample locations TP-11, B-12 and B-13 lead was detected at significant concentrations between 1,450 ppm at B-12 (0-4') and 10,900 ppm at B-13 (0-4'), and 2,460 ppm at TP-11 (0-6"). These results indicate that remediation of soils in the vicinity will be required. The volume of material in this location is approximately 330 cubic yards.

Lead was documented at 12,900 ppm in the central northern (Area 2) portion of the property at the location of TP-9 and leachable lead at a concentration of 7.5 ppb was detected in sample TP-9 (1.5'). These results indicate that remediation of soils in the vicinity will be required. The volume of material in this location is approximately 190 cubic yards.

Lead was detected at concentrations between 1,010 ppm and 10,800 ppm in each of the three samples from the northeastern portion (Area 1) of the property. These results indicate that remediation of soils in the vicinity will be required. Refer to Figure 3. The volume of material in this location requiring treatment is approximately 1,500 cubic yards.

Three areas in the northern and western portions of the subject property contain soils with elevated concentrations of lead above SCGs and two locations have been identified as containing lead which exceed TCLP for lead. It is estimated that a total of approximately 2,600 cubic yards of material will require remedial action. The contaminated soil is qualified as a "Principal Threat Waste" per USEPA guidance presented in "Presumptive Remedy for Metals in Soils Sites" (EPA ID: 540-F-98-054). The presence of such material on-site represents a threat to human health and the environment.

Groundwater

It appears that iron, manganese, and sodium detected in groundwater standards are likely associated with storm water runoff onto the subject property that had been impacted by road salting and therefore, do not represent an on-site source of these contaminants.

Lead was detected in one groundwater sample above the groundwater protection standard. The proposed remediation of lead-impacted soil is anticipated to mitigate the potential for lead to migrate into the groundwater in the future. Overall, the RI did not identify groundwater contamination of concern associated with the site.

Underground Storage Tanks

USEPA records of a removal action at the site in 1999 referenced the presence of two closed-in place USTs located at the southwest side of the building. Borings and test pits extended on southwest portions of the site, both inside and outside the building, found no evidence of petroleum contamination. No petroleum compounds were detected in water samples collected from on-site monitoring wells. These results indicate the absence of petroleum impacts to the subsurface. The impact from the USTs to the site soils and groundwater is not significant and therefore is not addressed in the selected remedy.

5.2: Interim Remedial Measures

An interim remedial measure (IRM) is conducted at a site when a source of contamination or exposure pathway can be effectively addressed before completion of the RI. There were no IRMs performed at this site during the RI/FS.

5.3: Summary of Human Exposure Pathways:

This section describes the types of human exposures that may present added health risks to persons at or around the site. A more detailed discussion of the human exposure pathways can be found in Section 2 of the RI/FS report. An exposure pathway describes the means by which an individual may be exposed to contaminants originating from a site. An exposure pathway has five elements: [1] a contaminant source, [2] contaminant release and transport mechanisms, [3] a point of exposure, [4] a route of exposure, and [5] a receptor population.

The source of contamination is the location where contaminants were released to the environment (any waste disposal area or point of discharge). Contaminant release and transport mechanisms carry contaminants from the source to a point where people may be exposed. The exposure point is a location where actual or potential human contact with a contaminated medium may occur. The route of exposure is the manner in which a contaminant actually enters or contacts the body (e.g., ingestion, inhalation, or direct contact). The receptor population is the people who are, or may be, exposed to contaminants at a point of exposure.

An exposure pathway is complete when all five elements of an exposure pathway exist. An exposure pathway is considered a potential pathway when one or more of the elements currently does not exist, but could in the future.

The following are the potential exposure pathways identified for this site:

1. Potential for trespassers and on-site workers to come in contact with elevated lead in soil.

2. Future on-site workers and construction workers involved in sub-surface excavation below the building slab may come in direct contact with lead and PCB contamination in soil.

5.4: Summary of Environmental Assessment

This section summarizes the assessment of existing and potential future environmental impacts presented by the site. Environmental impacts include existing and potential future exposure pathways to fish and wildlife receptors, as well as damage to natural resources such as aquifers and wetlands.

Soil contamination found at the site has not significantly impacted the groundwater resource at the site. The lead contamination in groundwater was found in one sample at MW-3 location and the concentration of lead marginally exceeded the groundwater standard. In addition the removal of contaminated soil from the site will prevent the migration of contamination from the soil to the groundwater.

SECTION 6: SUMMARY OF THE REMEDIATION GOALS AND PROPOSED USE OF THE SITE

Goals for the remedial program have been established through the remedy selection process stated in 6 NYCRR Part 375. At a minimum, the remedy selected must eliminate or mitigate all significant threats to public health and/or the environment presented by the hazardous substances disposed at the site through the proper application of scientific and engineering principles.

The remediation goals for this site are to eliminate or reduce to the extent practicable:

- exposures of persons at or around the site to lead and PCB contamination in soil; and
- the future release of contaminants from soil into groundwater that may create exceedances of groundwater quality standards.

Further, the remediation goals for the site include attaining to the extent practicable:

- ambient groundwater quality standards and
- soil clean up goals for surface and subsurface soils including the potential future use of the site for industrial/commercial per 6 NYCRR Part 375 (1000 ppm for lead and 1 ppm for PCB).

The proposed future use of the site is industrial/commercial.

SECTION 7: SUMMARY OF THE EVALUATION OF ALTERNATIVES

The selected remedy must be protective of human health and the environment, be cost-effective, comply with other statutory requirements. Potential remedial alternatives for the Foster Refrigeration Site were identified, screened and evaluated in the RI/FS report which is available at the document repository established for the site.

Presumptive remedies are preferred technologies or response actions for sites with similar characteristics. The use of presumptive remedies streamlines remedy selection for metals-in-soil sites by narrowing the universe of alternatives considered in the Feasibility Study. The presumptive remedies for metals-in-soils waste that is targeted for treatment considered here are reclamation/recovery, immobilization, and excavation and off-site removal.

A summary of the remedial alternatives that were considered for this site is discussed below. The present worth represents the amount of money invested in the current year that would be sufficient to cover all present and future costs associated with the alternative. This enables the costs of remedial alternatives to be compared on a common basis. As a convention, a time frame of 30 years is used to evaluate present worth costs for alternatives with an indefinite duration. This does not imply that operation, maintenance, or monitoring would cease after 30 years if remediation goals were not achieved.

7.1: Description of Remedial Alternatives

The following potential remedies were considered to address the contaminated soils at the site.

Alternative 1: No Action
The no action alternative is evaluated as a procedural requirement and as a basis for comparison. This alternative would leave the site in its present condition and would not provide any additional protection to human health or the environment. The groundwater would be sampled on a periodic basis to determine contamination in soil is affecting the groundwater.

Present Worth:	$37,600
Capital Cost:	$0
OM&M Present Cost:	$37,600
Annual OM&M Cost:	$5,000
Time to Implement:	NA

Alternative 2: Reclamation/Recovery
This presumptive remedy is suitable for sites with high concentrations of valuable or easily volatilized material. This remedial alternative would not be applicable for this site and would be not be cost effective. This alternative is retained for evaluation because the EPA guidance document included this as one of the presumptive remedy for sites with metal contamination in soil.

Present Worth:	$1,037,600
Capital Cost:	$1,000,000
OM&M Present Cost:	$37,600
Annual OM&M Cost:	$5,000
Time to Implement:	12 months

Alternative 3: Immobilization
The effectiveness of immobilization treatment is dependent on several factors including waste uniformity. During the extension of test pits field evidence of ash like material containing various other foreign materials including glass, metal fragments, brick and a the remains of an automobile were encountered. The presence of these materials indicate that an immobilizing reagent may not have the ability to mix with the waste uniformly and would thus not effectively immobilize the known contaminants. Immobilization is unlikely therefore to be a suitable remedy.

Present Worth:	$1,237,600
Capital Cost:	$1,200,000
OM&M Present Cost:	$37,600
Annual OM&M Cost:	$5,000
Time to Implement:	12 months

Alternative 4: Excavation and Off-Site Disposal
Approximately 2600 cubic yards (cu.yds.) of lead contaminated soil will be excavated for off-site disposal. Based on the results from the toxicity characteristics leaching procedure and other chemical analyses, it is estimated that all the excavated soil will be disposed in an hazardous waste landfill. In addition to this,

approximately 100 cu.yds. of PCB contaminated soil will be excavated under the slab of the building and disposed in a hazardous waste landfill. As indicated in Section 6 of this document, the clean up goals used for the excavation of lead contaminated soil is 1000 ppm and the PCB contaminated soil is 1 ppm. Collect and analyze confirmatory samples to verify that the clean up goals have been achieved. Place a demarcation layer at the bottom of each excavation area. Collect a representative number of surface soil samples to verify remaining site surface soil meets clean up goals.

Present Worth:	$950,600
Capital Cost:	$913,000
OM&M Present Cost:	$37,600
Annual OM&M Cost:	$5,000
Time to Implement:	6 months

7.2 Evaluation of Remedial Alternatives

The criteria to which potential remedial alternatives are compared are defined in 6 NYCRR Part 375, which governs the remediation of environmental restoration projects in New York A detailed discussion of the evaluation criteria and comparative analysis is included in the RA report.

The first two evaluation criteria are termed “threshold criteria” and must be satisfied in order for an alternative to be considered for selection.

1. Protection of Human Health and the Environment. This criterion is an overall evaluation of each alternative’s ability to protect public health and the environment.

Alternative 1 would not be protective of human health and the environment. Alternatives 2 and 3 would comply with this criterion but to a much lesser degree than Alternative 4 because contaminated soil will remain at the site. As stated earlier, the existing soil conditions at the site would make achieving SCGs for soil more difficult for treatment technologies (Alternatives 2 and 3) than soil excavation (Alternative 4).

2. Compliance with New York State Standards, Criteria, and Guidance (SCGs). Compliance with SCGs addresses whether a remedy will meet environmental laws, regulations, and other standards and criteria. In addition, this criterion includes the consideration of guidance which the Department has determined to be applicable on a case-specific basis.

The major SCGs applicable for this site include groundwater quality standards in 6 NYCRR Part 703, NYSDEC Track 2 "Restricted Use" SCO for Commercial Properties and land disposal regulations.

Alternative 1 would not meet SCGs. Alternative 3 would not meet the SCGs for soil but will prevent exposures by containing the contaminated soil in a solidified form and would mitigate the further migration of contamination from soil into the groundwater. Alternative 2 would meet all the SCGs but the effectiveness of the treatment technology is uncertain. Alternative 4 would have the highest level of compliance with soil SCGs because it includes direct removal.

The next five “primary balancing criteria” are used to compare the positive and negative aspects of each of the remedial strategies.

3. Short-term Effectiveness. The potential short-term adverse impacts of the remedial action upon the community, the workers, and the environment during the construction and/or implementation are evaluated. The length of time needed to achieve the remedial objectives is also estimated and compared against the other alternatives.

There would be no short-term impacts, under Alternative 1, because there will be no construction activities. Alternative 4 would pose greater short-term impacts compared to Alternatives 2 and 3 because more contaminated soils would be excavated and transported than under Alternatives 2 and 3. A site-specific health and safety plan that would include engineering controls such as air monitoring and dust suppression measures would be implemented to protect the workers and the community.

Alternative 4 would require less amount of time to achieve soil cleanup goals compared to Alternatives 2 and 3 since the soils would need treatment under Alternatives 2 and 3.

4. Long-term Effectiveness and Permanence. This criterion evaluates the long-term effectiveness of the remedial alternatives after implementation. If wastes or treated residuals remain on-site after the selected remedy has been implemented, the following items are evaluated: 1) the magnitude of the remaining risks, 2) the adequacy of the engineering and/or institutional controls intended to limit the risk, and 3) the reliability of these controls.

Alternative 1 would have no long-term effectiveness because all the contaminated soil would remain on-site and risks would not be reduced. Under Alternatives 2 and 3, long-term effectiveness for soil would be dependent upon the effectiveness of the treatment system implemented on the contaminated soils. Alternative 4 would have greater long-term effectiveness compared to Alternatives 2 and 3 due to the complete removal of contaminated soil from the site and the uncertainty of the treatment system to achieve SCGs.

5. Reduction of Toxicity, Mobility or Volume. Preference is given to alternatives that permanently and significantly reduce the toxicity, mobility or volume of the wastes at the site.

Alternative 1 would not reduce toxicity, mobility, or volume. Under Alternative 3 the mobility of the contamination in soil would be controlled but not toxicity or volume. The contaminant/soil removal under Alternatives 2 and 4 would effectively reduce toxicity, mobility and volume. The soil treatment under Alternative 3 would reduce toxicity, mobility and volume but to a lesser degree compared to Alternative 4 because the treatment system would have some level of uncertainty in effectively removing the contaminants from the soil and attainment of SCGs.

6. Implementability. The technical and administrative feasibility of implementing each alternative are evaluated. Technical feasibility includes the difficulties associated with the construction of the remedy and the ability to monitor its effectiveness. For administrative feasibility, the availability of the necessary personnel and materials is evaluated along with potential difficulties in obtaining specific operating approvals, access for construction, institutional controls, and so forth.

Alternative 1 would be easiest to implement since no construction is involved. Alternative 2 would need a pilot study to determine its effectiveness and could be implemented with contractors experienced in lead

reclamation. Alternative 3 would involve treatment activities and would be technically implementable with limited number of experienced contractors available. Alternative 4 would involve excavation but would be technically implementable with many experienced contractors available.

7. Cost-Effectiveness. Capital costs and annual operation, maintenance, and monitoring costs are estimated for each alternative and compared on a present worth basis. Although cost-effectiveness is the last balancing criterion evaluated, where two or more alternatives have met the requirements of the other criteria, it can be used as the basis for the final decision.

The costs for each alternative are presented in Table 2. Alternative 1 would be the least expensive with a total present worth of $ 37,600 and Alternative 3 would be the most expensive at $ 1,237,600.

This final criterion is considered a "modifying criterion" and is taken into account after evaluating those above. It is evaluated after public comments on the Proposed Remedial Action Plan have been received.

8. Community Acceptance - Concerns of the community regarding the RI/FS report and the PRAP have been evaluated. The responsiveness summary (Appendix A) presents the public comments received and the manner in which the Department addressed the concerns raised. In general, the public comments received were supportive of the selected remedy.

SECTION 8: SUMMARY OF THE SELECTED REMEDY

Based on the Administrative Record (Appendix B) and the discussion presented below, the Department has selected Alternative 4, excavation and off-site disposal of lead and PCB contaminated soil as the remedy for this site. The elements of this remedy are described at the end of this section.

The selected remedy is based on the results of the remedial investigation and the evaluation of alternatives presented in the RI/FS report. Alternative 4 is selected because, as described below, it satisfies the threshold criteria and provides the best balance of the primary balancing criteria described in Section 7.2. It will achieve the remediation goals for the site by removing the contaminated soils exceeding SCGs that create the most significant threat to public health and the environment, will greatly reduce the source of contamination to groundwater, and will create the conditions needed to restore groundwater quality to the extent practicable. Alternatives 2 and 3 will also comply with the threshold selection criteria but to a lesser degree or with lower certainty.

Because Alternatives 2, 3 and 4 satisfy the threshold criteria, the five balancing criteria are particularly important in selecting a final remedy for the site.

Alternatives 2 (reclamation), 3 (immobilization), and 4 (excavation and removal) all will have short-term impacts which can easily be controlled. The time needed to achieve the remediation goals will be longest for Alternatives 2 and 3.

Achieving long-term effectiveness will be best accomplished by excavation and removal of the contaminated soils (Alternative 4). Alternative 4 will be favorable because it will result in the removal of the contaminated soil above SCGs to the extent practicable at the site. The removal action will prevent the

migration of contaminants from the soil into the groundwater. Alternative 4 is very favorable because it is a permanent remedy that will eliminate the exposure of contaminated soil to the public.

Alternative 2 and 3 will require a pilot study prior to the implementation of this treatment technology on a full-scale level at the site. The long-term effectiveness of Alternatives 2 and 3 would depend on its implementability and availability of experienced contractors. Alternative 4 will be readily implementable.

Alternative 4, excavation and removal, will reduce the volume of waste on-site. Approximately 2600 cubic yards of material will be removed with Alternative 4. Alternative 4 will remove almost all of the contamination exceeding SCGs on-site. In addition, the building slab will prevent the potential direct contact with the contaminated soils beneath the building. Alternative 3 will greatly reduce the mobility of contaminants but this reduction is dependent upon the effectiveness of the treatment system. Alternative 2 will reduce the toxicity of contaminants by chemical/physical treatment.

The cost of the alternatives varies significantly. Alternative 4 is less expensive than Alternatives 2 and 3. Compared to Alternative 4, Alternatives 2 and 3 costs significantly more and its implementability and effectiveness are uncertain. Designing the remedy, mobilizing the equipment, preparing the site, and construction management are substantial costs associated with each of these remedies.

The estimated present worth cost to implement the remedy is $ 950,600. The cost to construct the remedy is estimated to be $ 913,000 and the estimated present cost of OM&M for 30 years is $ 37,600. The total cost can be considerably reduced if the excavated lead contaminated soil is not disposed of as hazardous waste. This can be accomplished with the addition of a bonding agent or other technology.

The elements of the selected remedy are as follows:

1. A remedial design program will be implemented to provide the details necessary for the construction, operation, maintenance, and monitoring of the remedial program.

2. Excavate the lead contaminated subsurface soil (approximately 2600 cu.yds) from areas outside the building to a clean up goal of 1000 ppm and PCB contaminated soil under the building slab (approximately 100 cu.yds.) to a clean up goal of 1 ppm.

3. Excavate and stage the surface soil in the remediation area and use it as backfill in the bottom of the excavation areas, if it meets the soil clean up goals.

4. Dispose the excavated sub surface soil off-site in an approved landfill facility.

5. Collect and analyze confirmatory samples to verify that the clean up goals have been achieved. Place a demarcation layer at the bottom of each excavation area. Collect a representative number of surface soil samples to verify remaining site surface soil meets clean up goals.

6. Backfill the excavated areas with a minimum of twelve (12) inches of clean soil that will meet the Division of Environmental Remediation’s criteria for backfill or local site background.

7. Imposition of an institutional control in the form of an environmental easement that will require (a) limiting the use and development of the property to permit commercial uses; (b) compliance with the approved site management plan; (c) restricting the use of groundwater as a source of potable water, without necessary water quality treatment as determined by NYSDOH; and (d) the property owner to complete and submit to the Department a periodic certification of institutional and engineering controls.

8. Development of a site management plan which will include the following institutional and engineering controls: (a) monitoring of groundwater; (b) identification of any use restrictions on the site; and (c) provisions for the continued proper operation and maintenance of the components of the remedy.

9. The property owner will provide a periodic certification of institutional and engineering controls, prepared and submitted by a professional engineer or such other expert acceptable to the Department, until the Department notifies the property owner in writing that this certification is no longer needed. This submittal would: (a) contain certification that the institutional controls and engineering controls put in place are still in place and are either unchanged from the previous certification or are compliant with Department-approved modifications; (b) allow the Department access to the site; and (c) state that nothing has occurred that would impair the ability of the control to protect public health or the environment, or constitute a violation or failure to comply with the site management plan unless otherwise approved by the Department.

10. Since the groundwater was found to be marginally contaminated above the groundwater standards for lead at one location, a groundwater monitoring program will be instituted. The excavation and removal of contaminated soils is expected to eliminate the groundwater contamination. The groundwater monitoring will verify the reduction in contaminant concentration in groundwater over time. If the groundwater standards are attained over a reasonable period of time, the monitoring could be discontinued with the Department's approval.

SECTION 9: HIGHLIGHTS OF COMMUNITY PARTICIPATION

As part of the environmental restoration process, a number of Citizen Participation activities were undertaken to inform and educate the public about conditions at the site and the potential remedial alternatives. The following public participation activities were conducted at the site:

- Repository for documents pertaining to the site was established.
- A public contact list, which included nearby property owners, elected officials, local media and other interested parties, was established.
- A public meeting was held on May 1, 2007 to present and receive comment on the Proposed Remedial Action Plan (PRAP).
- A responsiveness summary (Appendix A) was prepared to address the comments received during the public comment period for the PRAP.

TABLE 1
Nature and Extent of Contamination

SUBSURFACE SOIL	Contaminants of Concern	Concentration Range Detected (ppm)[a]	SCG[b] (ppm)[a]	Frequency of Exceeding SCG
Volatile Organic	Xylenes	0.15	500	0
Compounds (VOCs)	Toulene	0.082	500	0
Semivolatile Organic	Several	0 – 12	0.56 - 500	0
Compounds (SVOCs)				
PCB/Pesticides	PCB 1254	0.62 – 21	1	9/22
Inorganic	Lead	12 – 12,900	1000	16/86
Compounds	Arsenic	1.42 – 33	16	8/35
	Barium	30 – 2800	400	10/35
	Copper	13.3 - 2590	23.4	1/35

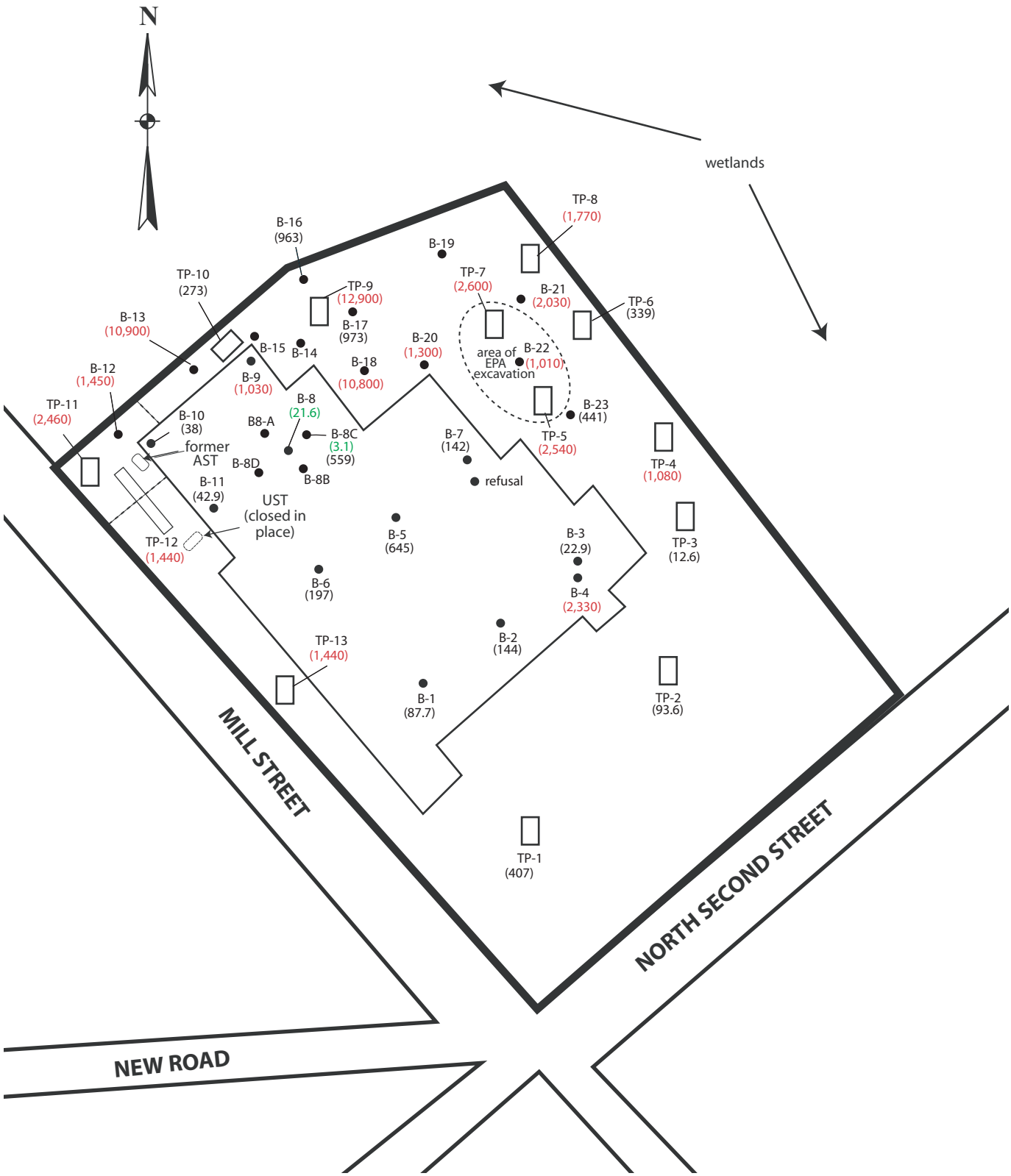
TABLE 1
Nature and Extent of Contamination
Two rounds of groundwater sampling was completed (June and November 2006)

GROUNDWATER	Contaminants of Concern	Concentration Range Detected (ppb)[a]	SCG[b] (ppb)[a]	Frequency of Exceeding SCG
Volatile Organic		0		0
Compounds (VOCs)				
Semivolatile Organic		0		0
Compounds (SVOCs)				
PCB/Pesticides	N/A	N/A		N/A
Inorganic	Lead	6 - 56	25	1/5
Compounds				

Table 2
Remedial Alternative Costs

Remedial Alternative	Capital Cost ($)	OM&M present Costs ($)	Total Present Worth ($)
No Action	0	37,600	37,600
Reclamation/Recovery	1,000,000	37,600	1,037,600
Immobilization	1,200,000	37,600	1,237,600

Site Location Map Foster's Refrigeration Site 119 North 2nd Street Hudson, New York	N	ESI File: MH04055.41 Date: January 2007 Figure 1

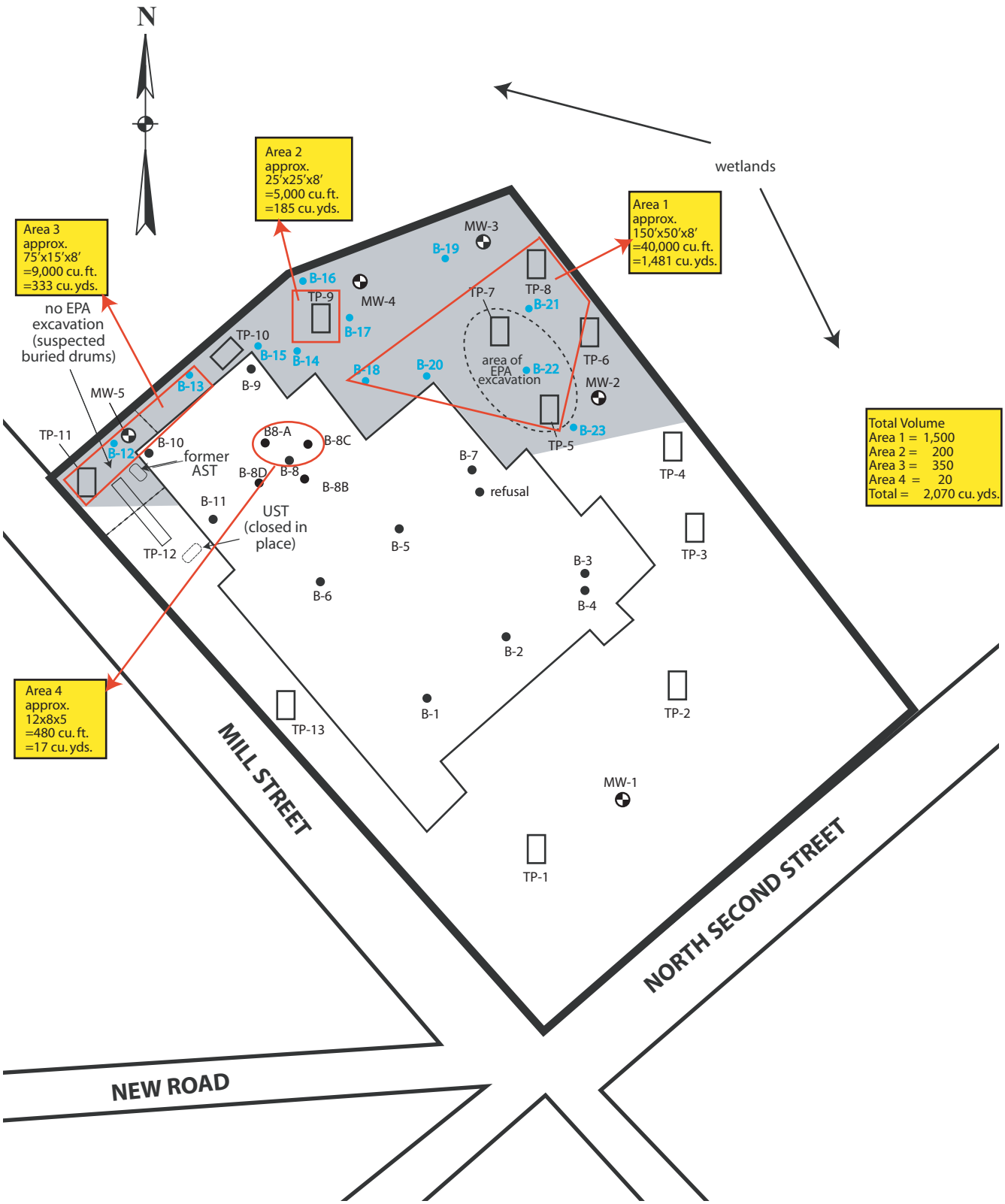


All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

Peak Contaminant Concentrations in Soils
Foster Refrigeration Site
119 North 2nd Street
Hudson, New York

Legend:
subject property border
test pits
boring location
(concentrations in ppb)
red = lead above guidance level
green = PCBs above guidance level
black = lead below guidance level

ESI File: MH04055.41
January 2007
Scale: 1" = 50' (approx.)
Figure 2



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

Proposed Remediation Map

Foster Refrigeration Site
119 North 2nd Street
Hudson, New York

Legend:
- subject property border
- test pits
- monitoring well
- remedial action area
- boring location
- boring location 9-06
- excavation area

ESI File: MH04055.41

January 2007

Scale: 1" = 50' (approx.)

Figure 3

APPENDIX A

Responsiveness Summary

RESPONSIVENESS SUMMARY

Foster Refrigeration Environmental Restoration Site
City of Hudson, Columbia County, New York
Site No. B00184

The Proposed Remedial Action Plan (PRAP) for the Foster Refrigeration site, was prepared by the New York State Department of Environmental Conservation (the Department) in consultation with the New York State Department of Health (NYSDOH) and was issued to the document repositories on March 26, 2007. The PRAP outlined the remedial measure proposed for the contaminated soil and groundwater at the Foster refrigeration site.

The release of the PRAP was announced by sending a notice to the public contact list, informing the public of the opportunity to comment on the proposed remedy.

A public meeting was held on May 01, 2007, which included a presentation of the Remedial Investigation (RI) and the Feasibility Study (FS) Report as well as a discussion of the proposed remedy. The meeting provided an opportunity for citizens to discuss their concerns, ask questions and comment on the proposed remedy. These comments have become part of the Administrative Record for this site. The public comment period for the PRAP ended on May 28, 2007.

This responsiveness summary responds to all questions and comments raised during the public comment period. The following are the comments received, with the Department's responses:

COMMENT 1: Is the site located on a floodplain? Was the floodplain information taken into consideration during the evaluation of remedial alternatives?

RESPONSE 1: The site is located within a 100-year floodplain. The evaluation of remedial alternatives did not include the floodplain information. The remedial alternatives evaluated for this site would remove the source area of the contaminated soil thereby eliminating the possibility for contaminated soil migrating from the site into the Hudson River, if flooding occurs in this area.

COMMENT 2: Figure 3 shows the contamination in soil stops at the property boundary. What is beyond the property boundary? If there is another area of contamination beyond the property boundary will that area be investigated and included in the remedy?

RESPONSE 2: The investigation focused on defining the extent of soil contamination inside the property boundary. Based on the investigation results, the contamination in soil tends to decrease as sampling of soil approached the property boundary. During the excavation of soil as included in the proposed remedy confirmatory samples will be collected to verify the extent of soil removal to clean up goals. If the confirmatory soil samples indicate that the contamination

in soil extends beyond the property boundary the contaminated soil will be removed and disposed off-site.

COMMENT 3: Is there a registered wetland adjacent to the site? Will the existence of a wetland affect the future use of the site?

RESPONSE 3: There is a registered wetland located adjacent to the site. The presence of a wetland adjacent to the site property will not affect the potential future use of the site.

COMMENT 4: Does the City have to come up with its share of the cost of this project? Can the City use its own equipment and labor to do part of the construction activities that will be considered as the City's share of the project cost? Can the City bring private funds to fulfill its share of the project cost?

RESPONSE 4: The City is required, under the State Assistance Contract, to fund 100% of the project and is reimbursed 90% for on-site remediation and 100% for off-site remediation. The City can obtain its share from non-potentially responsible party sources.

With prior approval from NYSDEC, the City can use its own equipment and labor to perform some of the construction activities to fulfill its share of the project cost.

COMMENT 5: What is the definition of 'commercial use' of a property under the ERP?

RESPONSE 5: The following is the text from 6 NYCRR Part 375 regulations regarding the property use:

"Commercial use" which is the land use category which shall only be considered for the primary purpose of buying, selling or trading of merchandise or services. Commercial use includes passive recreational uses, which are public uses with limited potential for soil contact.

COMMENT 6: Who did the record search and who will be responsible for recovering funds from the responsible party?

RESPONSE 6: The record search was done by the State and the municipality cooperatively. The State has the right to seek to recover the full amount of any State Assistance provided under the Contract or other statute or under the common law, or through cooperative agreements, with responsible parties with assistance from the municipality.

COMMENT 7: What about lead in groundwater? Is there a chance that contaminated groundwater from the site is migrating to Mill Street?

RESPONSE 7: A total of five groundwater monitoring wells were installed and five groundwater samples were collected for chemical analyses during the investigation. One groundwater sample had a lead concentration above the guidance value of 25 ppb in MW-3 at 56 ppb. Lead was detected at concentrations below the groundwater protection standards in MW-2,

MW-4, and MW-5. The proposed remediation of lead-impacted soil is anticipated to mitigate the potential for lead to migrate into the groundwater in the future. Overall, the investigation did not identify groundwater contamination as a concern associated with the site.

The groundwater monitoring wells were sampled and water elevation readings were obtained at two different times. Based on the groundwater elevation readings, the groundwater from the site is migrating to the river and not migrating to the Mill Street.

COMMENT 8: During construction activities, can the transportation of contaminated soil from the site take the routes that will be safer for the community rather than the routes through the City of Hudson?

RESPONSE 8: During the design and construction, the Department will finalize the truck routes with the contractor and City officials while taking into account the community's concerns. We will approve a truck route for disposal of contaminated soil that satisfies all local and State transportation requirements and takes into account the health and safety of the community.

COMMENT 9: Are there remedies available to treat the contaminated soil on-site and place the contaminated soil back at the site?

RESPONSE 9: There are remedies available to treat the soil that will make the lead contaminated soil non-hazardous. After the treatment, the contaminated soil can be disposed at a solid waste landfill instead of disposing in a hazardous waste landfill reducing the project's cost. During remedial alternative evaluation, in-place stabilization of the contaminated soil was evaluated but this technology is not applicable with the existing conditions at the site.

COMMENT 10: How long will groundwater be monitored?

RESPONSE 10: The groundwater monitoring program will allow the effectiveness of the excavation and off-site disposal remedy to be monitored. If the groundwater standards are attained over a reasonable period of time, the monitoring will be discontinued with the Department's approval.

COMMENT 11: What happens if the City of Hudson runs out of funds and does not want to clean up the site under this program? Can the property still be used as it is?

RESPONSE 11: The contaminated soil identified during the investigation needs to be addressed prior to using the property for occupancy. If the City decides to not participate in this program to remediate the site, based on the investigation results the Department will evaluate listing the site as Class 2 site in the NYS Registry of Inactive Hazardous Waste Disposal Sites. A class "2" site is one at which contamination constitutes a significant threat to public health or the environment. If listed, the site would be remediated using monies from the State Superfund program.

APPENDIX B

Administrative Record

Administrative Record

Foster Refrigeration Site
Site No. B00184

1. Documents pertaining to USEPA's Removal Action, 1999.
2. RI/FS Work Plan, EcoSystems Strategies, March 2005
3. Citizen Participation Plan, NYSDEC, February 2007
4. RI/FS Report, EcoSystems Strategies, March 2007
5. Proposed Remedial Action Plan, April 2007.

Exhibit B
Legal Description of Site

Application Appendix 1: Certification of Ownership

I, Daniel J. Tuczinski, being an attorney duly admitted to the practice of law in the State of New York, affirm under the penalties of perjury the following:

1. That I am the attorney and assistant corporation counsel for the City of Hudson, the municipality which is the applicant to undertake a New York Works II Environmental Restoration Project known as the Foster Refrigeration Site B00184;

2. That the property known as the Foster Refrigeration Site Hudson , New York 12534, the subject of the Project and is more particularly described as those premises owned by the City of Hudson located at 19 North 2nd Street Hudson NY 12534;

3. That annexed hereto is/are a certified copy/copies of the deed/deeds whereby such title to the Property was conveyed to the City of Hudson, and that I hereby certify to the Commissioner of Environmental Conservation that the property title, conveyed by said deed/deeds, is identical to the Property which is the subject of the Project; and

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

Dated: October 27, 2014

Daniel J. Tuczinski

 Date 10.27.14

I hereby certify that the foregoing paper is a true copy of the original therof, filed in my office on the 19th day of December 2003

Holly C. Tanner

Columbia County Clerk and Clerk of the Supreme and County Courts

482 0487

Tax Enforcing Officer's Deed

THIS INDENTURE,

Between, Kevin Walsh, as Treasurer and as Tax Enforcing Officer for the City of Hudson, a municipal corporation and a political subdivision of the State of New York, having its office and principal place of business at 520 Warren Street, Hudson, New York 12534, party of the first part, and the City of Hudson, a municipal corporation and a political subdivision of the State of New York, having its office and principal place of business at having its office and principal place of business at 520 Warren Street, Hudson, New York 12534, party of the second part;

Witnesseth, That, Whereas, by and under the provisions of Article 11 of the Real Property Tax Law of the State of New York, the Final Judgment of the Columbia County Court dated the 11th day of December, 2003 has been entered under said Real Property Tax Law Article 11 and directing the Treasurer of the City of Hudson as Tax Enforcing Officer to prepare, execute and cause to be recorded a deed conveying to the City of Hudson full and complete title to each such parcel;

Now, Therefore, Kevin Walsh, as Treasurer of the City of Hudson and as Tax Enforcing Officer for the City of Hudson, hereby grants and conveys unto the City of Hudson, its successors and assigns forever, full and complete title to all those lots, pieces or parcels of land situate in the City of Hudson, County of Columbia, State of New York, described as follows:

Tax Map Number: 100600 109.8-1-16 (Formerly: Foster Refrigerator Corp.)

Tax Map Number: 100600 109.8-1-17 (Formerly: Foster Refrigerator Corp.)

Together, with the hereditaments and appurtenances thereunto belonging;

To Have and to Hold, the premises herein are granted unto the party of the second part, its successors and assigns forever, as fully and absolutely as the party of the first part, as Treasurer and Tax Enforcing Officer, can or ought to convey by virtue of the said Final Judgment and the law relating thereto.

R&P Patrick McGrath, Esq PO Box 218 Valatie, NY 12184

40

482 0488

In Presence of

In Witness Whereof, I have hereunto subscribed my name, and affixed my official seal at Hudson, New York this 18th day of December, in the year Two Thousand Three.

Kevin Walsh, as Treasurer of the City of Hudson and as Tax Enforcing Officer for the City of Hudson

State of New York)
) ss.:
County of Columbia)

On this 18th day of December in the year Two Thousand Three, before me personally came Kevin Walsh, to me known, and known to me to be the Treasurer of the City of Hudson and the Tax Enforcing Officer of the City of Hudson, described in, who executed the same in his capacity as the Treasurer of the City of Hudson and as Tax Enforcing for the City of Hudson for the reasons, uses, and purposes therein stated, all pursuant to the Final Judgment (Index Number 3233-00) of the Honorable Paul Czajka, Columbia County Judge, dated the 11th day of December, 2003. And that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
Qualified in Columbia County
Reg # 02GR5081398
My commission expires 6/30/2007

HOLLY C. TANNER
COLUMBIA COUNTY CLERK
560 WARREN ST., HUDSON, N.Y. 12534
(518) 828-3339

482 0489

COLUMBIA COUNTY
RECORDING PAGE

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PO BOX 718
VALATIE NY 12184

Index LAND RECORDS
Book 00482 Page 0487
No. Pages 0003
Instrument DEED
Date : 12/19/2003
Time : 12:20:07
Control # 200312190040
DOC #
DOC # 07 2003 001281
Employee ID CLERK05

HUDSON CITY TREASURER

HUDSON, CITY OF

FOSTER REFRIGERATOR CORP

REC FEES	$	14.00
DOC STAMPS	$	.00
	$	.00
	$	.00
	$	.00
REC MGMT	$	20.00
E & A	$	50.00
MISC	$	5.00
MISC2	$	.00
Total:	$	89.00

STATE OF NEW YORK
COLUMBIA COUNTY

TRANSFER TAX

WARNING: DO NOT DETACH!!
THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT REQUIRED BY SECTION 316-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NY.

TRANSFER AMT $ .00

TRANSFER TAX $ .00

HOLLY C TANNER
COUNTY CLERK

Holly C. Tanner

◆◆THIS IS NOT A BILL◆◆

Exhibit C

Municipal Resolution

Application Appendix 2: Municipal Resolution

Resolution (or other authorizing document) authorizing the items listed below pursuant to the New York Works II Environmental Restoration Projects funding.

WHEREAS,
City of Hudson
(Legal Name of Municipality)

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;

WHEREAS, the enacted Executive Budget for State Fiscal Year 2013-2014 (the "13/14 Budget"), as reflected in Chapter 54, Laws of 2013 (the "Laws of 2013"), provided New York Works II funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects. The Law allows the Department of Environmental Conservation (the "Department") to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (hereinafter referred to as "NYWII ERP"); and

NOW, THEREFORE, BE IT RESOLVED BY
the Common Council of the City of Hudson and as approved
by the Mayor
(Municipal Authority)

1. That
William Hallenbeck, Mayor
(Title of Designated Authorized Representative)

is the representative authorized to act in behalf of the Municipality's in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to make a request to the Department (by applying for participation in the NYWII ERP) to enter into an agreement to undertake an environmental restoration project on behalf of the Municipality, execute the NYW II ERP Agreement, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance;

2. That the Municipality agrees that it will fund its portion of the cost of the Project by reimbursing the Department ten percent (10%) of Project costs and that funds will be available to

reimburse the Department within ninety (90) days after receipt of an invoice from the Department.

3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation together with the Application for Participation in NYWII ERP;

4. That this Authorization takes effect immediately.

CERTIFICATE OF RECORDING OFFICER

(If authorization is in the form of a municipal resolution)
That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the

Common Council
(Name of Governing Body of Applicant)

duly held on the 21 day of October , 2014 ; and further that such Resolution has been fully recorded in the

original resolution records in my office.
(Title of Record Book)

In witness thereof, I have hereunto set my hand this 23rd day of October , 2014.

Signature of Recording Officer
Tracy Delaney
If the Applicant has an Official Seal, Impress here.

Clerk of the City of Hudson
Title of Recording Officer