



Department of
Environmental
Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☒ Yes ☐ No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

☐ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

☒ Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

☐ **Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

A portion of ALCO-Maxon Site - Parcel A (C447042) of the former American Locomotive Company Facility ("ALCO") is the subject of a Contract for Real Property Disposition between Volunteer Maxon ALCO Holdings LLC and Rensselaer Polytechnic Institute (RPI) dated October 2015 (A copy of the Contract is attached as Exhibit A). Maxon ALCO Holdings LLC is adding approximately 0.29 acres to ALCO-Maxon Site - Parcel A. The 0.29 acres consists of the RPI parcel to the northwestern portion of Part A and is more fully described in the legal description attached as Exhibit B. The addition of the 0.29 acres will facilitate redevelopment efforts and the implementation of remedial measures. Sampling results on the RPI parcel in October 2014 showed constituents consistent with historic SVOCs, metals, and VOCs detected on ALCO-Maxon Site - Parcel A. This illustrates that the scope of the original application associated with ALCO-Maxon Site - Parcel A is largely unchanged by the addition of the 0.29 acres and does not constitute a major modification. (See Exhibit C -10/15/2014 letter from Maxon ALCO Holdings LLC to DEC).

Please refer to the attached instructions for guidance on filling out this application

Section I. Existing Application Information			
BCP SITE NAME: ALCO- Maxon Site- Parcel A		BCP SITE NUMBER: C447042	
NAME OF CURRENT APPLICANT(S): Maxon Alco Holdings LLC			
INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10 DATE OF EXISTING AGREEMENT: 8/18/10			
Section II. New Requestor Information (If no change to Current Applicant, skip to Section V)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Describe Requestor's Relationship to Existing Applicant:			

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Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
OPERATOR'S NAME (if different from requestor or owner)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☐ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☐ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☐ No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☐ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☐ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☐ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☐ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☐ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☐ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☐ No
11. Have all known bulk storage tanks on-site been registered with DEC? ☐ Yes ☐ No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

☐ PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☐ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? ☐ Yes ☐ No

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

ADDRESS 301 Nott Street

CITY/TOWN Schenectady

ZIP CODE 12305

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
301 Nott Street, Schenectady NY		39.41	1	1.1	1.39
301 Nott Street, Schenectady NY		39.41	1	1.2	120.36 x 137.55
SEE ATTACHED CONTINUATION OF LIST					

Check appropriate boxes below:

- ☒ Changes to metes and bounds description or TBL correction
☒ Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: 0.29

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
Portion of 1947 Erie Blvd (0.29 acres)		39.34	1	1.1	.70

☐ Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <u>DEC's website</u> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of July 1, 2015:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that sets affordable units aside for tenants at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: ALCO-Maxon Site- Parcel A	BCP SITE NUMBER: C447042
NAME OF CURRENT APPLICANT(S): Maxon Alco Holdings LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10	
EFFECTIVE DATE OF EXISTING AGREEMENT: 08/18/2010	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (If applicable)
(Individual)
I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: _____ Signature: _____
Print Name: _____
(Entity)
I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.
_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: _____ Signature: _____
Print Name: _____

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am ^{an authorized representative} (title) of Maxon Alco Holdings LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. David M. Buicko's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/11/15 Signature: _____

Print Name: Maxon Alco Holdings LLC by David M. Buicko, Authorized Representative

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐ PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: August 8, 2010

Signature by the Department:

DATED: JAN 20 2016

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____

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

SUBMITTAL INFORMATION:

- **Two (2) copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:**

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

ALCO- MAXON SITE – PARCEL A

Site ID No. C447042

BCA Index No. C447042-08-10

ADDRESS: 301 Nott Street,
Schenectady, NY 12305

TAX BLOCK AND LOT (TBL) (In Existing Agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
301 Nott Street Schenectady, NY		39.41	1	2	6.39
301 Nott Street Schenectady, NY		39.41	1	3	5.30
301 Nott Street Schenectady, NY		39.49	2	1.311	37.43

ALCO-Maxon Site Parcel A is approximately 21.0 acres in size.

EXHIBIT A

CONTRACT FOR REAL PROPERTY DISPOSITION

THIS CONTRACT FOR REAL PROPERTY DISPOSITION (hereafter, this "Contract") is made as of October 5, 2015 (the "Effective Date"), by and between Maxon-Alco Holdings, LLC, ("Maxon-Alco"), a New York limited liability company with its principal place of business at 695 Rotterdam Industrial Park, Schenectady, New York, 12306 and Rensselaer Polytechnic Institute, ("RPI"), an educational corporation organized and existing under the laws of New York State with its principal place of business at 110 Eighth Street, Troy, New York, 12180. This Contract relates to properties at 301 Nott Street, Schenectady, New York, 12305, some of which have been entered into the New York State Brownfield Cleanup Program, (Department of Environmental Conservation ["DEC"] Site #C4470- 42, 43 & 44), and are subject to Brownfield Cleanup Agreements.

RECITALS

WHEREAS, Maxon-Alco is the fee simple owner of certain Property located in the City of Schenectady, Schenectady County, New York consisting of certain improvements known by street address as 301 Nott Street, Schenectady, New York, such Property being more particularly described on Exhibit "A" (map by Hershberg & Hershberg entitled "ALCO SITE" dated November 1, 2013) attached hereto (collectively, the "MA Land"), together with all improvements situated thereon (the "MA Improvements") (the MA Land and MA Improvements are collectively the "MA Property"); and

WHEREAS, Maxon-Alco has entered the MA Land into the State's Brownfield Cleanup Program as administrative designated BCP Parcels A, B and C, as more particularly described in Exhibit A-1 (map by Hershberg & Hershberg entitled "ALCO SITE" dated November 11, 2013, revision of June 12, 2015), and is implementing remedial action programs pursuant to Brownfield Cleanup Agreements with the DEC, as set forth in Exhibit A-2 (DEC letter to Maxon-Alco dated August 18, 2010 enclosing the Brownfield Cleanup Agreements); and

WHEREAS, RPI is the fee simple owner of certain non-taxable Property located in the City of Schenectady, Schenectady County, New York consisting of certain improvements known by street address as 301 Nott Street, Schenectady, New York, such Property being more particularly described on Exhibit "B" (map by Hershberg & Hershberg entitled "No. 1947 ERIE BOULEVARD WITHIN ALCO SITE" dated April 17, 2015) attached hereto, together with all improvements situated thereon ("RPI Property #1"); and

WHEREAS, Maxon-Alco is granting an easement to RPI on the MA Property which will have a hard surface for purposes of ingress and egress, along with necessary utilities, including electricity, water supply, communication lines, etc. to the RPI Property #1 (Easement #1), with such Easement #1 being more particularly described on Exhibit "C" attached hereto; and

WHEREAS, RPI is relinquishing an easement that it holds on the MA Property, consisting of an easement from Schenectady Industrial Corporation ("Easement #2"), with such Easement #2 being more particularly described on Exhibit "D" attached hereto; and

WHEREAS, RPI is transferring title to a portion of the RPI Property #1 to Maxon-Alco, as more particularly described on Exhibit "E" (Exhibit "E" consists of both a metes and bounds

textual description of the property to be transferred, and map by Hershberg & Hershberg entitled "LANDS TO BE CONVEYED FROM RPI" dated June 9, 2015) attached hereto; and

WHEREAS, Maxon-Alco will transfer a portion of the MA Property (located in BCP Parcel A) to RPI, as more particularly described on Exhibit "F" (Exhibit "F" consists of both a metes and bounds textual description of the property to be transferred, and map by Hershberg & Hershberg entitled "LANDS TO BE CONVEYED TO RPI" dated June 9, 2015) attached hereto (the parcels described by Exhibits "E" and "F" are intended to be equal in acreage), once Maxon-Alco is issued a Certificate of Completion ("COC") on BCP Parcel A. Prior to the issuance of the COC, Maxon-Alco will grant RPI a use easement (Easement #3) on the MA Property described in Exhibit "F". Easement #3 is attached in Exhibit F as "F-1". The use easement parcel described in Exhibit F will be transferred in fee title to RPI ("RPI Property #2") within 60 days of the issuance of the COC; and

WHEREAS, all parties understand that the properties involved in these transactions could have residual subsurface conditions resulting from historic operations but that such conditions will have been overseen and approved by involved regulatory agencies; and

WHEREAS, the Closing and on these transactions are expected to be on or before October __, 2015; and

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Contract agree as follows:

ARTICLE 1—DEFINITIONS

As used in this Contract, the Recitals above are made a part of this Contract as if fully set forth herein, and the following terms shall have the meanings set forth below as definitions.

Section 1.1. Closing Date. The term "Closing Date" shall mean the transaction dates identified in section 2.2 (i), (ii), and (iii).

Section 1.2. Feasibility Period. The term "Feasibility Period" means the period commencing on the Effective Date and expiring at 5:00 p.m. on the 15th day after the Effective Date, or sooner if the parties mutually agree.

Section 1.3. Improvements. The term "Improvements" means any landscaping, paving and site work previously done to the parcels, and all right, title and interest of the respective Seller in and to all other improvements, driveways, landscaping, paving, walkways, plumbing and heating pipes and fixtures, and underground infrastructure and vessels situated thereon from which they may benefit by or be able to use such improvements situated thereon and/or used in connection therewith to the extent that they may benefit or use such improvements.

Section 1.4. Intangible Personal Property. The term "Intangible Personal Property" means, but only to the extent assignable, all of the right, title and interest of the respective Seller if used in connection with the respective Seller's Property and Improvements, under all licenses, permits, plans and warranties, relating to the ownership, operation or occupancy of the property.

Section 1.5. Land. The term "Land" means the parcels of Property more particularly described in the Exhibits attached hereto and which are specifically made a part hereof, and all right, title and interest, if any, that is appurtenant to the Property described in the Exhibits attached hereto and to the following: any land lying in the bed of any existing, dedicated street, road or alley, all strips and gores adjoining thereto and all appurtenances, rights, easements, rights-of-way and covenants and other rights incident thereto.

Section 1.6. Personalty. The term "Personalty" means all Intangible Personal Property and, to the extent assignable, all of the right, title and interest of the respective Seller, in all tangible personal property including but not limited to, security systems or appliances used in connection with the utilization of the parcels if, and only if, the Selling entity does not first wish to take such items upon transfer of title to the respective parcel.

Section 1.7. Property. The term "Property" means, collectively, the Land, the Improvements, and all appurtenances, rights and incidents or ownership relating thereto.

Section 1.8. Respective Buyer and/or Respective Seller. The term Respective Buyer and Respective Seller shall mean RPI or Maxon-Alco depending upon the context of each parcel described above. For example, where RPI is transferring title, it would be the Respective Seller. Where Maxon-Alco is accepting title, it would be the Respective Buyer. The same applies to the grant or acceptance of an easement.

ARTICLE 2—TERMS OF THE SALE

Section 2.1. Contract to Buy and Sell. Each respective Seller hereby agrees to sell or transfer to each respective Buyer, and the respective Buyer hereby agrees to purchase or accept from the respective Seller, the Property, upon the terms and conditions set forth herein.

Section 2.2. Closing. On the Closing Dates identified in 2.2(i) and (ii) below, which will be reasonably and promptly scheduled taking into account contingencies such as the issuance of the COC and subject to the terms and conditions set forth in this Contract, the respective Seller shall sell, swap, transfer, assign and deliver to the respective Buyer, and the respective Buyer shall purchase, acquire and accept from the respective Seller, the Property (hereinafter, the "Closing") as follows:

- (i) Upon the Effective Date, Maxon-Alco will grant Easement #1 to RPI, in the form of Easement Agreement attached hereto as Exhibit C-1 for that portion of land set forth in Exhibit D; and RPI will relinquish Easement #2 described in Exhibit D; [Emphasis Added]
- (ii) Within five (5) days of the Effective Date, RPI will transfer title of the Property described in Exhibit E to Maxon-Alco and Maxon-Alco will grant a use easement to RPI on that parcel of land described in Exhibit F. That Exhibit F parcel of land will then be transferred in fee title to RPI within 60 days of the issuance of a COC on BCP Parcel A as that term is described in Exhibit A-1; [Emphasis Added]. The parties intend for the parcel acreage described in Exhibit E to be equivalent to the parcel acreage described in

Exhibit F.

Section 2.3. No Assumption of Liabilities. Respective Buyer shall not assume, and shall not be liable for, any pre-closing contractual or tort liabilities or obligations of the respective Seller of any nature whatsoever, express or implied, fixed or contingent, including, but not limited to any claim, regardless of when made or asserted, which arises out of or is based upon negligence, strict liability or any express or implied representation, warranty, agreement or guarantee made by the respective Sellers, or alleged to have been made by the respective Sellers. In addition to the foregoing, in no event shall the respective Buyer assume any liability or incur any liability or obligation in respect of any federal, state or local regulatory violation that may have been violated by the respective Seller prior to the transfer of title. Maxon-Alco is fully responsible for obtaining the Certificates of Compliance under the BCP program prior to transferring the property described in Exhibit F to RPI.

Section 2.4. Transfer Taxes; Title and Recording Costs. All costs of settlement shall be paid as follows:

- (a) Respective Buyer shall pay for any required title insurance premiums and survey updates,
- (b) Respective Seller shall pay all documentary, stamp, intangible and other transfer taxes and fees in connection with the consummation of the transactions contemplated by this Contract,
- (c) Respective Buyer shall pay any sales tax owed on any Personalty,
- (d) Each party shall be responsible for its own legal and consulting fees.

Section 2.5. Conditions to Closing. (a) It shall be a condition precedent to Respective Buyer's obligation to close hereunder that, as of the date of Closing, all of Respective Seller's representations contained in this Contract are true and correct and all of Respective Seller's covenants have been satisfied in full. In particular, RPI does not have to take title to the property described in Exhibit F until the COC is issued by the Department of Environmental Conservation.

(b) It shall be a condition precedent to Respective Seller's obligation to close hereunder that, as of the date of Closing, all of Respective Buyer's representations contained in this Contract are true and correct and all of Respective Buyer's covenants have been satisfied in full.

Section 2.6. Environmental Obligations. With regard to the completion of all property transactions identified in section 2.2(ii) above, Maxon-Alco shall file any necessary amendments to the Brownfield Cleanup Agreements that it has with the Department of Environmental Conservation, along with any necessary Change of Use notification forms.

Section 2.7. Exchange. The parties agree to cooperate in any IRC Section 1031 Exchange by Seller or Buyer, including, without limitation, the assignment of Seller's or Buyer's rights, but not their obligations under this Agreement, to a Qualified Exchange Intermediary.

ARTICLE 3—FEASIBILITY PERIOD AND INDEMNIFICATION

Section 3.1. Feasibility Period. The respective Seller and Buyer agree as follows

Respective Seller hereby grants to respective Buyer and Buyer's agents the right to enter upon the Property during the Feasibility Period to make a physical inspection of the Property to determine that the Property may be used for the commercial purposes contemplated by the respective Buyer and that such use is not prohibited by any Environmental Easement filed in accordance with Environmental Conservation Law Article 71, Title 36. Further, respective Buyer and respective Seller will make available for review any environmental reports applicable to the properties. Maxon-Alco will defend and indemnify RPI with regard to any claims arising from environmental conditions on the parcel transferred with regard to conditions existing prior to the Closing and unrelated to any condition caused or created by RPI. Further, Maxon-Alco will transfer fee title to RPI only with a Certificate of Completion. RPI will defend and indemnify Maxon-Alco with regard to any claims arising from environmental conditions on the parcel transferred with regard to conditions existing prior to the closing and unrelated to any condition caused or created by Maxon-Alco.

ARTICLE 4—COVENANTS AND REPRESENTATIONS

Section 4.1. Seller's Representations. Respective Seller hereby represents and warrants to respective Buyer, now and as of the Closing as follows:

(a) Respective Seller is not a "foreign person" within the meaning of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

(b) Respective Seller is an entity validly existing and duly organized under the laws of the State of New York and has full power and authority to conduct its business as presently conducted. Neither the entering into of this Contract nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by respective Seller of the charter or certificate of incorporation or bylaws or operating agreement of respective Seller, as amended, any judgment, writ, order, injunction or decree issued against it or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Contract and compliance with the provisions hereof and the consummation of the transaction contemplated hereby.

(c) This Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of respective Seller and, upon the assumption that this Contract constitutes a legal, valid and binding obligation of respective Buyer, this Contract constitutes a legal, valid and binding obligation of respective Seller.

(d) *Compliance, Notice of Violations.* To the best of knowledge of the respective Sellers, after a due and proper investigation, the respective Seller has complied with each, and is not in violation of any law, rule or regulation to which it or its business, operations, assets or

Property is subject and has not failed to obtain or to adhere to the requirements of any license, permit or authorization necessary to the ownership of its assets and properties or to the conduct of its business, which noncompliance, violation or failure to obtain or adhere might adversely affect its business, operations, assets, properties, prospects or condition (financial or otherwise).

(e) *Condemnation.* No taking by power of eminent domain or condemnation proceeding has been instituted for the permanent or temporary taking or condemnation of all or any portion of the Property.

(f) *Litigation.* There is no litigation or other proceeding of or before any court, pending or threatened against the respective Sellers with regard to the properties that are the subject of the transactions referenced herein.

(g) *Environmental.* Respective Sellers and Buyers have had access and an opportunity to review available reports with regard to conditions on the properties. The parties to this Contract have not received any written notice from any governmental authority relating to any act or omission constituting an active violation of any applicable zoning ordinance, building code or any Environmental Laws (as hereinafter defined). For purposes of this section, "Environmental Laws" shall mean all laws or regulations relating to the protection or pollution of the environment, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments thereto, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Superfund Amendments

(h) *Insurance.* The Property of the respective Sellers are insured under various policies of general liability and other forms of insurance. The respective Sellers have not failed to give any notice or present any claim under any such policy in a timely fashion or in the manner or detail required by the policy. No notice of cancellation or nonrenewal with respect to, or disallowance of any claim under, any such policy has been received by the respective Sellers. There are no outstanding unpaid premiums or claims, and there are no provisions for retroactive or retrospective premium adjustments. Neither of the respective Sellers have knowledge of any state of facts or the occurrence of any event which reasonably might form the basis of any claim against the respective Seller which could, in the future, impose a liability risk on the respective Buyer.

(i) *Property.* Each and every parcel of Property or interest therein owned in whole or in part by respective Seller, along with complete and correct copies of each and every of the following, if any, and only if currently in the possession of respective Seller, will be made available for review by the respective Buyer: (A) title reports, title binders, survey documents and data affording information evidencing the current title, title history, title marketability, restriction or regulation, if any (governmental or otherwise), of the Property.

(j) *No Third-Party Options.* There are no existing agreements, options, commitments or rights with, to or in any person to acquire any of the respective Seller's properties subject to this Contract or rights or any interest therein.

(k) *Title to Properties.* The respective Sellers have good, valid and marketable title to the Property to be sold or easement to be granted.

(l) *Absence of Undisclosed Liabilities.* The respective Sellers have no current Property related environmental liabilities or obligations to 3rd parties except those statutory and regulatory obligations under applicable environmental laws.

(m) *Completeness of Disclosure.* Neither this Contract nor any certificate, schedule, statement, document or instrument furnished or to be furnished pursuant hereto, or in connection with the negotiation, execution or performance of this Contract, contains or will contain any untrue statement of a fact or omits or will omit to state a fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading. There is no fact, development or threatened development (excluding general economic factors affecting business in general) which the respective Seller has not disclosed to the respective Buyer in writing that adversely affects or, so far as the respective Seller can now foresee, may adversely affect, in a significant manner, Property of the respective Seller.

Section 4.2. Buyer's Representations. Respective Buyers hereby represent and warrant to respective Seller, now and as of the Closing, as follows:

(a) Respective Buyer is a validly existing entity and in good standing under the laws of the State of New York, is qualified to do business under the laws of the State of New York, and has full power and authority to conduct its business as presently conducted. Neither the entering into of this Contract nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by respective Buyer of the certificate of incorporation or bylaws or operating agreement or charter of respective Buyer, as amended, any judgment, writ, order, injunction or decree issued against it or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Contract, except as otherwise indicated, and compliance with the provisions hereof and the consummation of the transaction contemplated hereby.

(b) This Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of respective Buyer and, upon the assumption that this Contract constitutes a legal, valid and binding obligation of respective Seller, this Contract constitutes a legal, valid and binding obligation of respective Buyer.

Section 4.3. Possession. Except as otherwise indicated herein, possession of the respective property involved in this Contract shall be given to the respective Buyer at the Closing.

Section 4.4. No Other Representations or Warranties. (a) The respective Buyers represent, warrant and agree that (i) neither respective Seller nor any of the employees, agents or attorneys

of respective Seller have made any verbal or written representations, warranties, promises or guaranties whatsoever to respective Buyer, whether express or implied, and, in particular, that no such representations, warranties, promises or guaranties have been made with respect to the physical condition or operation of the respective Property, the zoning and other laws, regulations and rules applicable to the Property or the compliance of the Property therewith, and (ii) respective Buyer has not relied upon any representations, warranties, promises or guaranties or upon any statements made in any informational brochure with respect to the Property and has entered into this Contract after having made and relied solely on its own independent investigation, inspection, analysis, appraisal, examination and evaluation of the facts and circumstances affecting and relating to this transaction.

(b) Except as otherwise set forth in this Contract, the respective Buyers agree to accept the Property being transferred "AS IS, WHERE IS" in its present condition, subject to reasonable use, wear, tear and natural deterioration of the Property between the Effective Date and the Closing Date, and respective Buyer further agrees that the respective Seller shall not be liable for any latent or patent defects in the Property. The respective Buyers understand that the properties involved in the transactions herein have environmental issues that are subject to jurisdiction of government agencies and that response programs, with government oversight, are or will be conducted at the properties. Maxon-Alco will transfer fee title to RPI with a Certificate of Completion.

Section 4.5. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties in this Contract or in any certificate, schedule, statement, document or instrument furnished hereunder or in connection with the negotiation, execution and performance of this Contract shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties, covenants and agreements set forth in this Contract.

ARTICLE 5—MATTERS OF TITLE

Section 5.1. Fee Simple. Respective Seller agrees to convey the Property to the respective Buyer in fee simple absolute, by warranty deed (the "Deed") in proper statutory form for recording and otherwise in the form of Exhibit "I". Respective Buyer shall accept title to the Property subject to the matters set forth on Exhibit "J" (collectively, "Permitted Exceptions").

Section 5.2. Title Report: Defects of Title. (a) It is the goal of the parties to identify Title Defects as soon as possible after the signing of this Agreement. As such, the parties will obtain the applicable Title Reports no later than within 45 days of the effective date of this Agreement. In the event that the report of an attorney or reputable title company shows objections and exceptions, the party identifying a defect or objection shall promptly advise the other party. Upon written notice to the respective Seller's attorneys by respective Buyer's attorneys of such defects or objections to title, the respective Seller shall have the right at respective Seller's option, to cure the defect or objections in title within sixty (60) days from the date such notice is received, and the date for the closing of title shall be adjourned accordingly.

(b) If the respective Seller should be unable to convey a good and marketable title subject to and in accordance with this agreement, the Seller shall be obligated to take reasonable steps to cure the defect. Otherwise the sole obligation of the respective Seller shall be to reimburse the respective Buyer for the cost of title examination (without policy) and survey, if any was obtained, and related attorneys' fees and upon the making of such refund and reimbursement, this agreement shall wholly cease and terminate solely with respect to the specific property transaction at issue, and neither party shall have any further claim against the other by reason of this agreement. The Buyer, as noted below, retains the option to accept title to the property subject to the defect.

(c) The respective Seller shall be obligated to take reasonable steps to cure the defect but shall not be required to bring any action or proceeding to render the title to the premises marketable. The respective Buyer may, nevertheless, accept such title as the respective Seller may be able to convey, with reduction of the purchase price where a purchase price is involved in the transaction.

ARTICLE 6—ADJUSTMENTS

Section 6.1. Income and Expense. (a) All items of income and expense, including but not limited to water and sewer taxes, charges, and rents (hereinafter, "Water Charges"), fuel oil charges, charges for electricity, gas, telephone and other utilities, license fees and other charges in connection with the Property (hereinafter, collectively, "Expenses") shall be adjusted and apportioned between the parties hereto as of 11:59 p.m. of the day immediately preceding the Closing Date.

(b) Readings of the water, gas and electric meters located on the Property, if any, shall be furnished to a date not more than thirty (30) days prior to the Closing Date and the unfixed Expenses, if any, based thereon for the intervening time shall be apportioned on the basis of such last readings. If such readings are not obtainable by the Closing Date, then, at the Closing, any Expenses which are based on such readings shall be prorated based upon the per diem charges obtained by using the most recent period for which such readings shall then be available.

Section 6.2. Taxes. (a) Taxes shall be prorated as of 11:59 p.m. of the day immediately preceding the Closing Date based upon the current year's tax. If the current year's assessment is not available, then taxes shall be prorated on the basis of the prior year's tax. If, subsequent to the Closing, real estate taxes are determined to be higher or lower than those apportioned at the Closing (by reason of change in either assessment or rate), a new computation shall be made and the parties shall reimburse each other as may be required thereby. Respective Buyer shall give respective Seller notice of any change in either the assessment or tax rate within thirty (30) days of the effective date of such change.

(b) If any refund of Property taxes or assessments, water rates and charges or sewer taxes and rents shall be made after the Closing in respect of the period prior to the Closing, respective Seller shall have the sole right to receive the same. In the event that respective Buyer receives any refund to which respective Seller is entitled pursuant to the previous sentence, the same shall be held in trust by respective Buyer for the benefit of respective Seller, and shall be paid to respective Seller within fifteen (15) business days after receipt thereof. In the event that

respective Buyer shall fail to pay such amount within said fifteen (15) business day period, respective Buyer shall pay interest on the amount owed to respective Seller at the rate of ten percent (10%) per annum.

Section 6.3. Ad Valorem and Property Taxes. Both ad valorem real and personal property taxes shall be prorated as provided in the immediately preceding subsection.

Section 6.4. Survival. The obligations of the parties under this Article 6 shall survive until six (6) months after the Closing.

ARTICLE 7—OPERATION OF PREMISES

Section 7.1. Operation of Premises. From and after the date of this Contract until the Closing Date, or, if earlier, the termination of this Contract, without the prior consent of respective Buyer, which consent respective Buyer agrees it shall not unreasonably withhold or delay, (a) no Service Contract shall be extended or otherwise modified and (e) no new service contract shall be entered into by respective Seller unless the same will not be binding on respective Buyer after the Closing or may be canceled, without penalty, upon not more than 30 days written notice (unless Buyer, in its sole discretion, elects to accept the same). Respective Seller shall deliver to respective Buyer a notice of each proposed action hereunder, stating, if applicable, whether respective Seller is willing to consent to such action and setting forth the relevant information with respect thereto and, if applicable, the number of days within which respective Seller must respond to the proposed action under the terms of the applicable Service Contract, and any other material information supplied to respective Seller as to the proposed action. Respective Buyer shall have five (5) days after delivery to it of such notice and information to determine whether or not to approve such action. If respective Buyer shall not give notice of its approval or disapproval within such five (5) day period, respective Buyer shall be deemed to have approved such action. If any Space Lease or Service Contract requires that respective Seller's consent be given, then respective Buyer shall be deemed ipso facto to have approved such action. The parties shall comply with any Environmental Easement filed in accordance with Environmental Conservation Law Article 71, Title 36.

ARTICLE 8—CONDEMNATION

Section 8.1. Condemnation. If, after the date hereof, condemnation proceedings are commenced against the Property to be transferred or sold, then the obligations and liabilities of the parties as to such property shall thereupon terminate.

ARTICLE 9—INDEMNIFICATION

Section 9.1. Indemnification by the Seller. From and after the Closing, the respective Seller will jointly and severally reimburse, indemnify and hold harmless the respective Buyer and each of its affiliates (each such person and its successors and assigns is referred to herein as a "Seller Indemnified Party") against and in respect of:

(a) any and all liabilities and obligations of any nature whatsoever, including environmental liabilities which are addressed in Article 3, relating to conditions on the respective Seller's Property occurring solely prior to the Closing;

(b) any and all damages, losses, deficiencies, liabilities, costs and expenses incurred or suffered by any Seller Indemnified Party that result from, relate to or arise out of:

(i) any material misrepresentation, breach of material warranty or nonfulfillment of any material agreement or covenant on the part of the respective Seller under this Agreement or from any misrepresentation in or omission from any certificate, schedule, statement, document or instrument furnished to the respective Buyer pursuant hereto or in connection with the negotiation, execution or performance of this Agreement;

(ii) any claim by any former officer or employee of the respective Seller; and

(c) any and all actions, suits, claims, proceedings, investigations, demands, assessments, audits, fines, judgments, costs and other expenses (including, without limitation, reasonable legal fees and expenses) incident to any of the foregoing.

Section 9.2. Indemnification by the Buyer. From and after the Closing, the respective Buyer will reimburse, indemnify and hold harmless the respective Seller (each such person and its successors and assigns is referred to herein as a "Buyer Indemnified Party") against and in respect of:

(a) any and all liabilities and obligations of any nature whatsoever relating to the respective Buyer occurring solely subsequent to the Closing;

(b) any and all actions, suits, claims, or legal, administrative, arbitration, governmental or other proceedings or investigations against any Buyer Indemnified Party that relate to the respective Buyer's Property, but not including environmental liabilities, which are addressed in Article 3, and which result from or arise out of any event, occurrence, action, inaction or transaction occurring solely after the Closing Date;

(c) any and all damages, losses, deficiencies, liabilities, costs and expenses incurred or suffered by any Buyer Indemnified Party that result from, relate to or arise out of:

(i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant on the part of the respective Buyer under this Agreement or from any misrepresentation in or omission from any certificate, schedule, statement, document or instrument furnished to the respective Seller pursuant hereto or in connection with the negotiation, execution or performance of this Agreement;

(ii) any of the matters referred to in subparagraph (a) and (b) above; and

Section 9.3. Procedure. Notice must be given within a reasonable time after discovery of any fact or circumstance on which a party could claim indemnification ("Claim" or "Claims"). The notice shall describe the nature of the Claim, if the Claim is determinable, the amount of the

Claim, or if not determinable, an estimate of the amount of the Claim. Each party agrees to use its best efforts to minimize the amount of the loss or injury for which it is entitled to indemnification. If the party, in order to fulfill its obligations to the other party must take legal action or if the party is involved in legal action, the outcome of which could give rise to its seeking indemnification, one party shall consult with the other party with respect to such legal action and allow it to participate therein.

No Claim for which indemnification is asserted shall be settled or compromised without the written consent of the respective Seller and the respective Buyer; provided, however, if a party does not consent to a bona fide settlement proposed by the other, the other party shall be liable for indemnification only to the lesser of the final judgment or the amount to be paid in settlement.

Subject to the provisions of the Section, neither party shall have recourse for indemnification until the Claims are fully and finally resolved. For a period of thirty (30) days following the giving of the notice of such Claim, the respective Buyer and the respective Seller shall attempt to resolve any differences they may have with respect to such Claim. If a resolution is not reached within the thirty (30) day period (unless the parties agree to extend the period), the matter may be submitted to a court of competent jurisdiction.

A Claim shall be deemed finally resolved in the event a matter is submitted to a court, upon the entry of judgment by a court of final authority.

Section 9.4. Payment of Indemnification Obligation. The respective Seller agrees to pay promptly to any Seller Indemnified Party, and the respective Buyer agrees to pay promptly to any Buyer Indemnified Party, the amount of all damages, losses, deficiencies, liabilities, costs, expenses, claims and other obligations to which the foregoing indemnities relate.

Section 9.5. Other Rights and Remedies Not Affected. The indemnification rights of the parties under this Article 9 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder, including without limitation the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

ARTICLE 10—CLOSING

Section 10.1. Seller's Closing Deliveries and Obligations. (a) On the Closing Date, respective Seller shall deliver the following to respective Buyer:

(i) Deed. The Deed duly executed and acknowledged, which conveys the Property to respective Buyer, subject only to the Permitted Exceptions.

(ii) Service Contracts. The original, executed counterparts of the Service Contracts or, if unavailable, photocopies thereof certified by respective Seller, to the best of its knowledge, as true, correct and complete photocopies thereof.

(iii) Plans, Specifications, Warranties and Guarantees. To the extent in respective Seller's possession and are not privileged or confidential by law, originals or, if unavailable, certified copies of (a) all current site plans, maps and surveys, soil and substrata reports and studies, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans or studies of any kind that relate to all or any part of the Property and (b) all warranties and guarantees then in effect that relate to all or any part of the Property.

(iv) Form 1099-S Filing. The information for Real Estate Form 1099-S Report Filing in the form required by the Escrow Agent; respective Seller and respective Buyer agree that Escrow Agent shall be the designated reporting person for purpose of filing said form pursuant to Section 6045 of the Internal Revenue Code.

(b) In addition, respective Buyer's obligation to accept transfer of the Property and otherwise consummate the transaction contemplated hereby shall be subject to the satisfaction of the following conditions precedent on and as of the Closing Date:

(i) All representations and warranties of respective Seller contained in this Contract shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

(ii) The respective Seller is able to convey marketable title to respective Buyer and the Title Company shall be willing to insure respective Buyer's title to the Land and the Improvements and other Property to be conveyed hereby, in accordance with Article 5 hereof.

Section 10.2. Buyer's Closing Deliveries and Obligations. Respective Seller's obligation to close shall be conditioned upon the following:

(a) On the Closing Date, respective Buyer shall deliver to respective Seller: The Purchase Price, as adjusted for apportionments under Article 6 hereof and any other adjustments thereto required pursuant to the express provisions of this Contract.

(b) All representations and warranties of respective Buyer contained in this Contract shall have been true in all material respects when made and shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

ARTICLE 11—MISCELLANEOUS PROVISIONS

Section 11.1. Default. (a) The parties hereto agree that in the event respective Buyer fails to perform all of the terms, covenants, conditions and agreements to be performed by it hereunder whether at or prior to the closing, Seller shall give Buyer written notice of same and Buyer shall have sixty (60) days to cure such default. If respective Buyer fails to cure such default to the satisfaction of respective Seller, respective Seller may (i) seek specific performance or (ii) terminate this Contract by written notice to respective Buyer.

(b) In the event that (i) respective Seller fails to perform all of the terms, covenants, conditions and agreements to be performed by it hereunder whether at or prior to the Closing or (ii) on the Closing Date title to the Property shall not be in accordance with this Contract, then respective Buyer may elect either (A) to waive any such performance or condition to title that causes title not to be in accordance herewith, or (B) proceed, as encouraged under clause (c) below, to bring an action for specific performance.

(c) It is the intent of the parties to work together in a cooperative and committed manner to effectively arrange for the transfer of title and sale of property contemplated in this Agreement. As such, the parties are expected to, and agree, to take all reasonable efforts to perform, to take all reasonable efforts to cure any defects, and to take all reasonable efforts to address issues interfering with this stated intent, including bringing an action for specific performance,

Section 11.2. Notices. Any notice required or permitted by or in connection with this Contract, without implying the obligation to provide any such notice not specifically required hereunder, shall be in writing and sent by (a) express mail or other nationally recognized overnight delivery service for delivery the next day, and (b) E-mail, to the appropriate addresses set forth below or to such other addresses as may be hereafter specified by written notice by respective Seller or respective Buyer. Any such notice shall be deemed to be effective: one (1) business day after e-mail and deposit with the overnight delivery service, and

with a copy to:

Maxon Alco Holdings, LLC
Attn: Steve Porter
695 Rotterdam Industrial Park
Schenectady, New York, 12306

Rensselaer Polytechnic Institute
Attn: Vice President for Administration
217 Service Building
110 - 8th Street
Troy, New York 12180

Section 11.3. Agents and Brokers. Each party hereto covenants and warrants to the other party that no broker, finder, real estate agent or person is entitled to any fee or commission based in any way on agreements or understandings made by such party with respect to the Property or this Contract and respective Sellers jointly and severally agree to indemnify and hold harmless the respective Buyer, and the respective Buyer agrees to indemnify and hold harmless the respective Sellers, as the case may be, against any and all claims, losses, liabilities and expenses which may be asserted against or incurred by them as a result of either party's dealings, arrangements or agreements with any such person.

Section 11.4. Assignment. Either party hereto may assign its respective rights and obligations hereunder, without the prior written consent of the other party hereto, to another

entity, so long as the assignee is in a position to make and makes the representations and warranties of the assignor contained in this Contract.

Section 11.5. Final Contract. This Contract contains the final and entire agreement and understanding of the parties, and any terms and conditions not set forth in this Contract are not a part of this Contract and the understanding of the parties hereof.

Section 11.6. Amendment. This Contract may be amended or altered only in writing signed by the party to be bound by the change or alteration.

Section 11.7. Acceptance of the Deed. The acceptance of the Deed to the Property by respective Buyer shall be deemed an acknowledgment by respective Buyer that respective Seller has fully complied with all of its obligations hereunder, that respective Seller is discharged therefrom, and that respective Seller shall have no further obligation or liability with respect to any of the agreements made by respective Seller in this Contract, except for those provisions which expressly provide that any obligation of respective Seller shall survive the Closing.

Section 11.8. Choice of Law. The laws of the State of New York shall strictly govern the rights and obligations of the parties to this Contract, and the interpretation, construction and enforceability thereof and any and all issues relating to the transactions contemplated herein.

Section 11.9. Number, Gender, And Captions. As used herein, the singular shall include the plural and the plural may refer to the singular only. The use of any gender shall be applicable to all genders. The captions contained herein are for purposes of convenience only and are not a part of this Contract.

Section 11.10. Severability, Partial Invalidity. If any term, covenant or condition of this Contract or its application to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

Section 11.11. Dates. If any date upon which action is required under this Contract shall be a Saturday, Sunday, or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday, or legal holiday.

Section 11.12 No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and, in the case of Article 9—Indemnification hereof, the other indemnified parties, and their heirs, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

Section 11.13 Headings, Gender and "Person." All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context

requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or body, association, unincorporated organization or any other entity.

Section 11.14 Schedules and Exhibits. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

Section 11.15 Tax Consequences. No party to this Agreement, nor any of their officers, employees or agents has made any representation or agreement, express or implied, as to the tax consequences of the transactions contemplated by this Agreement or the tax consequences of any action pursuant to or arising out of this Agreement.

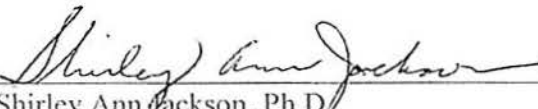
Section 11.16. Counterparts. This Contract may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single original of this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first set forth above.

MAXON-ALCO HOLDINGS, LLC

By: 
David M. Buicko Gerald J. Hennigan
Authorized Representative

RENSSALAER POLYTECHNIC INSTITUTE

By: 
Shirley Ann Jackson, Ph.D.
President

Exhibits "A" through "F"

EXHIBIT B

**LEGAL DESCRIPTION OF
LANDS TO BE CONVEYED TO
MAXON HOLDINGS LLC
FROM RENSSELAER POLYTECHNIC INSTITUTE
CITY OF SCHNECTADY, COUNTY OF SCHENECTADY, STATE OF NEW YORK**

BEGINNING at a point in the lands now or formerly of Maxon Alco Holdings LLC, said point being the northeasterly most corner of a Proposed Rensselaer Polytechnic Institute Parcel, said **POINT OF BEGINNING** located as follows: **COMMENCING** at a point southerly boundary of the Mohawk River at its intersection with the westerly line of Erie Boulevard (also known as Maxon Road Arterial Highway), S.63°55'46"W., a distance of 818.70 feet to the **POINT OF BEGINNING**

THENCE from said **POINT OF BEGINNING** and running through the lands now or formerly of Rensselaer Polytechnic the following three (3) courses and distances:

1. N.76°55'10"E., a distance of 140.31 feet to a point;
2. S.34°56'10"W., a distance of 213.01 feet to a point;
3. S.89°08'10"W., a distance of 152.85 feet to a point in the southerly bounds of the Proposed Rensselaer Polytechnic Institute Parcel;

THENCE through the original Rensselaer Polytechnic Institute Parcel the following seven (7) courses and distances:

1. N.74°09'28"E., a distance of 69.13 feet to a point;
2. S.35°16'17"E., a distance of 6.68 feet to a point;
3. N.61°49'45"E., a distance of 19.69 feet to a point;
4. N.67°28'03"E., a distance of 28.46 feet to a point;
5. N.57°38'48"E., a distance of 26.14 feet to a point;
6. N.47°54'28"E., a distance of 26.89 feet to a point;
7. N.12°40'49"W., a distance of 81.53 feet to the **POINT OF BEGINNING**.

Containing 12,787 Square Feet or 0.29 Acres of land more or less.

BEARING BASIS CERTIFICATION

The bearing base in this document is based on North established on a survey entitled "Survey of Lands for Alco Locomotive, Inc. City of Schenectady, Schenectady Co. N.Y." dated March 30, 1970 made by C.T. Male Associates and the deed to the property was later filed in Book 1818 of Deeds at Page 442. This bearing base differs by 12°00'10" to the east from North established on a Map entitled "Survey of Portion of Lands of ALCO Products Inc." Dated October 16, 1963 made by C.T. Male Associates and the deed to the property was later filed in Book 1186 of Deeds at Page 188. It is hereby certified that the parcels described using these two bearing bases are identical.

Date: June 1, 2015
Revised: October 7, 2015
Job No.: 2013-0247
File: S:/DOCS/Tony/130247-LTBC1

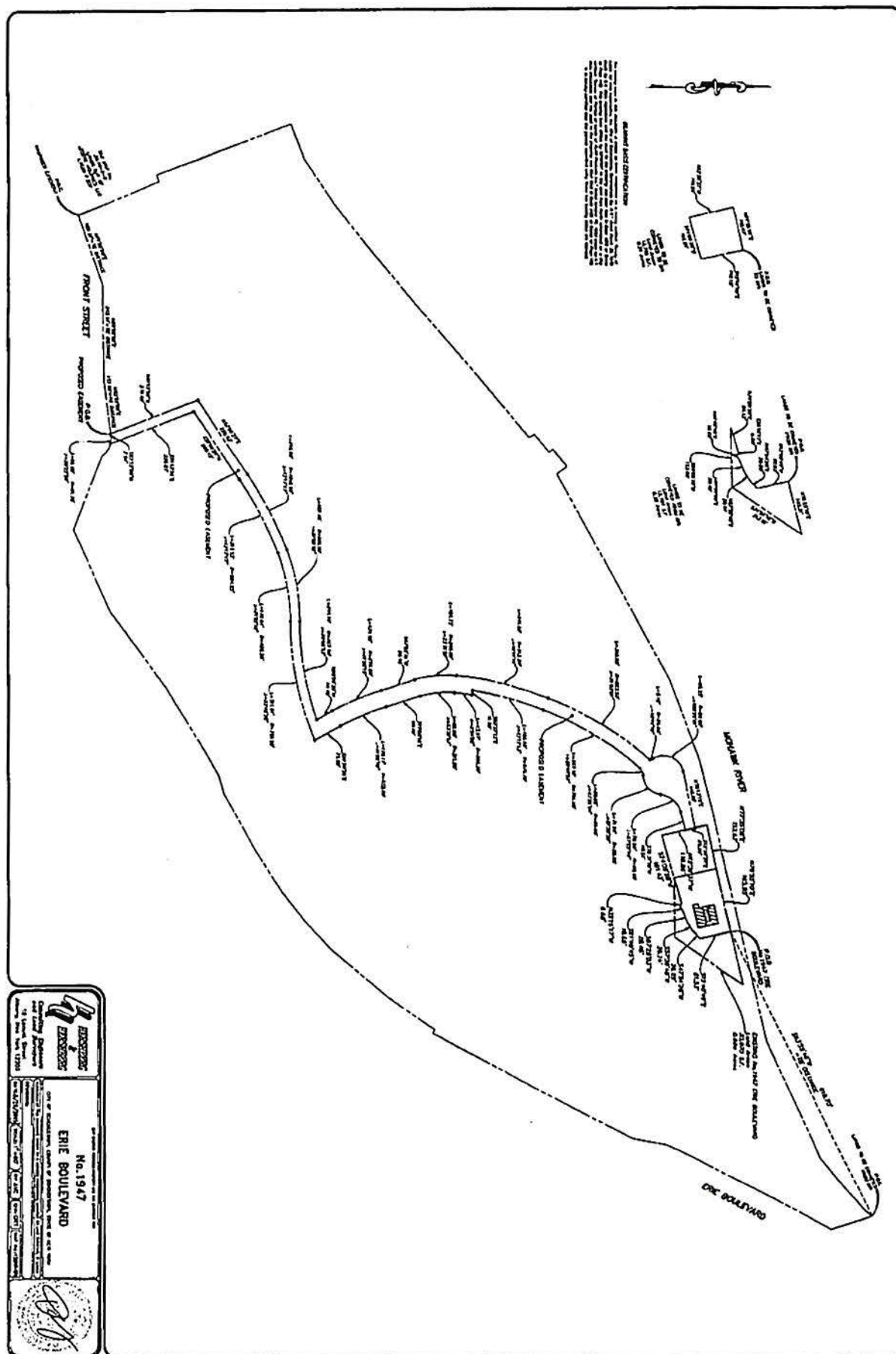


EXHIBIT C



Engineers • Environmental Scientists • Planners • Landscape Architects

October 14, 2015

Mr. John R. Strang, P.E.
Environmental Engineer 2
Region 4
New York State Department of Environmental Conservation
1130 South Westcott Road
Schenectady, New York 12306-2014

Re: Alco-Maxon Site Parcel A
Site ID No.: C447042
BCA Index No.: C447042-8-10
Proposed Minor Modification to Property Description

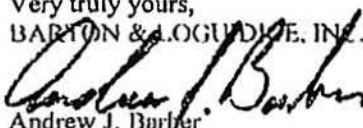
Dear Mr. Strang:

Barton & Loguidice, Inc. is submitting this request for minor modification to the current property description for ALCO-Maxon Site - Parcel A (C447042) on behalf of Maxon ALCO Holdings, LLC, the Volunteer for the subject Brownfields site pursuant to 6 NYCRR Part 375, and Applicant pursuant to Brownfield Site Cleanup Agreement Index No. C447042-8-10. This request for minor modifications to property descriptions is made in accordance with DER-32 section V.H.2, to facilitate redevelopment efforts and the implementation of interim remedial measures.

The proposed modification makes ALCO-Maxon Site-Parcel A (C447042) slightly larger, increasing in size by adding 0.29 acres consisting of the RPI Parcel to the northwestern portion of Parcel A. The RPI Parcel to be added is discussed in the attached legal description and shown on the attached map. Additionally attached is a December, 2014 report summarizing soil boring activities and results for sampling activities performed in October, 2014 on the RPI Parcel. The report indicated that constituents detected during the boring program were consistent with historic SVOCs, metals, and VOCs detected on Maxon-Alco Parcel A which demonstrates that the scope of the original application associated with Maxon-Alco Parcel A remains largely unchanged by the proposed modification. Under these specific circumstances, the Volunteer respectfully suggests that the addition to Parcel A is minor and does not constitute a Major Modification as described in DER-32, requiring submittal of an application.

Please contact me should you have any questions.

Very truly yours,
BARTON & LOGUIDICE, INC.


Andrew J. Barber
Sr. Environmental Consultant

AJB/ojf
Enc.

cc:	Steve Porter, Esq.	- Maxon ALCO Holdings LLC
	Steve Luciano	- Maxon ALCO Holdings LLC
	Paul Fallati	- Maxon ALCO Holdings LLC
	Dean Sommer, Esq.	- Young Sommer
	Rich Ostrov	- NYSDOH Region 4, OGC
	Al DeMarco	- NYSDOH

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December 11, 2014

Mr. Stephen Luciano
Maxon ALCO Holdings, LLC
695 Rotterdam Industrial Park
Schenectady, NY 12306

VIA ELECTRONIC MAIL

Re: ALCO – RPI Parcel
Schenectady, NY

Dear Mr. Luciano:

On behalf of Maxon ALCO Holdings, LLC, Barton & Loguidice, Inc. has prepared the following report for the results of the sampling at the RPI Parcel bordering the ALCO site.

SUMMARY OF IRM ACTIVITIES

Soil boring activities were undertaken at the RPI Parcel Area in accordance with the approved Work Plan starting on October 23, 2014. A total of 6 Geoprobe borings were advanced on the property; locations are shown on Figure 1. Because of the presence of the teaching reactor on the RPI parcel, air monitoring for ionizing radiation (alpha, beta, gamma) was conducted and soil samples were screened for ionizing radiation.

SUMMARY OF SAMPLE RESULTS

Two soil samples were collected from each boring using a MacroCore sampler: one sample was collected at the interval of 0-8 feet (A) and one sample was collected at the interval of 8-16 feet (B). Soil samples were collected at locations shown on the attached sketch. A total of 12 soil samples were collected and analyzed for Volatile Organic Compounds (VOCs), Semi-VOCs (SVOCs), Pesticides/Polychlorinated Biphenyls (Pest/PCBs), Target Analyte List (TAL) Metals and Radiologicals (Gross Alpha, Beta and Gamma). Four (4) selected soil samples were also analyzed for Uranium 238 (U-238), Thorium 232 (Th-232) and a gamma spectrum. Ionizing radiation readings from screened soil samples did not exceed 25 micro-roentgens per hour (typical of background radiation). Detections are summarized on the attached tables. SVOCs, like those detected on the adjacent former Alco parcels, were detected in each of the soil samples. B01-A, B01-B, B02-A, B03-A, B04-A, B04-B, B05-A, and B06-A had one or more of the following at concentrations above their respective Restricted Residential Soil Cleanup Objective (SCO):

- Benzo(a)anthracene
- Benzo(a)pyrene
- Benzo(b)fluoranthene
- Benzo(k)fluoranthene
- Chrysene
- Indeno(1,2,3-cd)pyrene





Mr. Stephen Luciano
Maxon ALCO Holdings, LLC
December 11, 2014
Page 2

The SVOCs that were detected were all polynuclear aromatic hydrocarbons (PAHs), which are components of coal; the PAH detections are consistent with the site-wide PAH detections at the ALCO site that constitute Area of Concern 3 that will be addressed by the soil cover. Metals were also detected in each of the soil samples. With the exception of arsenic, metals were detected at concentrations below their respective Restricted Residential Soil Cleanup Objective (SCO). Arsenic was detected at concentrations above its SCO in samples B01-B, B02-B, B03-A, B04-A, B04-B, B05-A, B05-B, B06-A, and B06-B. With respect to VOCs, there were ten petroleum-related trace detections; the detections were reported as roughly three orders of magnitude below their respective SCOs. Pesticides were detected at trace concentrations in eleven (11) of the twelve (12) samples but at concentrations below their respective SCOs. PCBs were not detected. Radionuclides were detected in each of the twelve (12) soil samples. With the exception of Radium-228, the radionuclides were detected at concentrations below their respective USEPA Soil Screening Limits (SSL) and/or at concentrations that are typical of coal ash. Radium-228 was detected at concentrations slightly above its respective USEPA SSL, but below the respective USEPA Soil Cleanup Criteria (SSC). The laboratory results for the soil samples are also attached to this letter.

Please feel free to contact the undersigned at (518) 218-1801 with any questions or need for additional information. None of the constituents detected during the boring program were unexpected and are consistent with historic SVOC, metal and VOCs detected on the adjacent BCP parcels.

Very truly yours,
BARTON & LOGUIDICE, Inc.

Andrew J. Barber
Sr. Environmental Consultant

AJB/ojf
Enc.

cc:	Steve Porter, Esq.	- Maxon ALCO Holdings LLC
	Paul Fallati	- Maxon ALCO Holdings LLC
	Dean Sommer, Esq.	- Young Sommer



Former ALCO Site Brownfield Cleanup Project

RPI Sampling

Table 1 - VOCs Sample Summary of Detection

COMPOUND	UNIT	Part 375 Restricted Use SCO's - Restricted Residential ⁽¹⁾	Table 2 - VOC Sample Summary of Detection									BOS- B	B06-A	B06-B
			B01-A	B01-B	B02-A	B02-B	B03-A	B03-B	B04-A	B04-B	B05-A			
			10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014			
VOCs														
1,2,4-Trimethylbenzene	ug/kg	52000	-	-	-	-	-	-	1 J	-	-	-	-	-
2-Butanone	ug/kg	NA	-	3 J	-	-	-	-	2 J	-	-	-	-	2 J
Acetone	ug/kg	100000	-	32	-	4 J	5 J	10	71	85	40	14	44	89
Chloroform	ug/kg	4900	1 BJ	1 BJ	-	1 J	2 BJ	1 BJ	1 BJ	1 BJ	1 BJ	1 BJ	1 BJ	1 BJ
m&p-Xylene	ug/kg	NA	1 J	-	-	-	-	-	3 J	-	-	-	1 J	-
Methylene Chloride	ug/kg	100000	7 BJ	3 BJ	3 BJ	6 BJ	12 B	8 BJ	10 B	5 BJ	6 BJ	2 BJ	11 B	8 BJ
o-Xylene	ug/kg	NA	-	-	-	-	-	-	2 J	-	-	-	-	-
Toluene	ug/kg	100000	2 J	-	-	2 J	1 J	-	4 J	-	-	-	2 J	-
Total Xylenes	ug/kg	100000	1 J	-	-	-	-	-	5 J	-	-	-	2 J	-
Trichloroethene	ug/kg	21000	2 J	-	-	-	-	-	-	-	-	-	-	-

Notes:

NA-Not Applicable

- (Not Analyzed For or not detected)

B - Denotes analyte observed in associated method blank or extraction blank. Analyte concentration should be considered as estimated.

J - Denotes an estimated concentration. The concentration result is greater than or equal to the Method Detection Limit (MDL) but less than the Practical Quantitation Limit (PQL).

1. NYSDEC Part 375 Table 375-6.8(b) Restricted Use Soil Cleanup Objectives (SCOs) for the Protection of Public Health.

Items in bold exceed SCO

Former ALCO Site Brownfield Cleanup Project
RPI Sampling

Table 2 - SVOCs Sample Summary of Detection

COMPOUND	UNIT	Part 375 Restricted Use SCO's - Restricted Residential ⁽¹⁾	B01-A	B01-B	B02-A	B02-A DUP	B02-B	B03-A	B03-B	B04-A	B04-B	B05-A	B05-B	B06-A	B06-B	B06-B DUP	
			10/23 /2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014
			SVOCs														
% Total Solid	%	NA	87.9	88.6	83.2	86.4	82.1	90	88	88.7	89	88.4	77.8	88.4	81.6	82.4	
2-Methylnaphthalene	ug/kg	NA	209	-	-	-	-	887	189	397	442	354	-	529	-	-	
Benzo(a)anthracene	ug/kg	1000	2340	2220	978	-	-	772	914	1190	1100	2410	-	5620	453	-	
Benzo(a)pyrene	ug/kg	1000	2910	1280	783	-	-	692	739	1170	1010	1520	-	6080	447	-	
Benzo(b)fluoranthene	ug/kg	1000	3240	3480	1390	-	-	1110	969	3130	2980	3890	-	11700	459	-	
Benzo(g,h,i)perylene	ug/kg	100000	3090	1160	743	-	-	546	523	1810	1470	1690	-	7410	-	-	
Benzo(k)fluoranthene	ug/kg	3900	2880	1650	654	-	-	612	702	2220	1620	1390	-	5770	453	-	
Chrysene	ug/kg	3900	3840	4040	1770	-	235	1340	1140	2470	2240	5170	495	7990	634	-	
Dibenzofuran	ug/kg	5900	-	-	-	-	-	207	-	-	-	-	-	-	-	-	
Fluoranthene	ug/kg	100000	2060	945	624	-	-	843	1150	1280	1190	1040	-	4190	619	-	
Indeno(1,2,3-cd)pyrene	ug/kg	500	2670	1000	583	-	-	475	477	1690	1420	1380	-	6240	-	-	
Naphthalene	ug/kg	100000	192	-	-	-	-	571	ND	213	246	291	-	458	-	-	
Phenanthrene	ug/kg	100000	923	426	246	-	-	921	643	866	763	861	-	1350	-	-	
Pyrene	ug/kg	100000	1960	1290	688	-	-	823	1180	1090	987	1030	-	5440	864	-	

Note:

NA-Not Applicable

- (Not Analyzed For or not detected)

1. NYSDEC Part 375 Table 375-6.8(b) Restricted Use Soil Cleanup Objectives (SCOs) for the Protection of Public Health.

Items in bold exceed SCO

Former ALCO Site Brownfield Cleanup Project
RPI Sampling

Table 3 - Metals Sample Summary of Detection

COMPOUND	UNIT	Part 375 Restricted Use SCO's - Restricted Residential ⁽¹⁾	B01-A	B01-B	B02-A	B02-B	B03-A	B03-B	B04-A	B04-B	B05-A	BO5-B	B06-A	B06-B
			10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014
Metals														
Mercury	mg/kg	0.81	0.293	0.0499	0.15	0.0618	0.229	0.463	0.178	0.0843	0.466	0.165	0.162	0.23
Aluminum	mg/kg	NA	2890	4470	13000	2380	5150	3830	2760	1300	4940	1990	1930	3610
Antimony	mg/kg	NA	1.65	2.89	2.45	1.33	1.18	0.899	2.81	1.43	2.29	3.84	9.68	2.42
Arsenic	mg/kg	16	10.3	20.2	15.9	29.1	20.7	14.6	92.5	165	31.8	50.5	93.9	21.7
Barium	mg/kg	400	69.1	32.5	65.7	47.4	34.6	30.5	45.2	48.1	259	77.8	33.1	42.4
Beryllium	mg/kg	72	-	-	-	-	0.481	-	-	-	-	-	-	-
Cadmium	mg/kg	4.3	-	2.16	1.09	0.534	-	0.485	1.2	-	1.1	1.52	0.9	0.765
Calcium	mg/kg	NA	1480	927	6570	1830	4170	1110	2210	19900	469	551	604	444
Chromium	mg/kg	110	11.9	46.3	28.2	12.4	13.9	14.8	18	6.73	15.9	13	25.4	26.4
Cobalt	mg/kg	NA	3.9	7.67	10.1	5.67	3.7	4.61	6.26	1.51	4.54	8.22	3.26	7.39
Copper	mg/kg	270	47.6	188	206	224	46.9	49.4	43.7	17	204	153	638	245
Iron	mg/kg	NA	25100	90600	55400	26900	24700	31200	66100	53800	53400	64800	41000	42600
Lead	mg/kg	400	63.9	51	225	49.8	55.7	54.3	88.7	51.1	264	154	209	83.2
Magnesium	mg/kg	NA	213	417	2750	297	1190	532	353	405	599	ND	105	691
Manganese	mg/kg	2000	79.1	334	964	178	154	156	459	76.2	155	93.3	40.7	110
Nickel	mg/kg	310	12.6	16.1	29.6	12.3	11	9.24	11.5	3.2	10.6	19.6	8.02	18.4
Potassium	mg/kg	NA	440	410	1420	464	700	578	1160	1580	936	430	675	613
Selenium	mg/kg	180	1.28	-	-	-	1.6	-	3.21	6.44	-	-	4.34	-
Sodium	mg/kg	NA	103	-	183	110	307	123	1030	1230	174	-	432	100
Vanadium	mg/kg	NA	14.1	38.2	42.2	19.6	19.5	14.1	31.2	18.7	22.7	22.5	20.7	19.9
Zinc	mg/kg	10000	17.1	45.2	115	22.4	34.4	28.9	13.5	8.42	49.5	40.7	44.6	27

Notes:

NA-Not Applicable

- (Not Analyzed For or not detected)

1. NYSDEC Part 375 Table 375-6.8(b) Restricted Use Soil Cleanup Objectives (SCOs) for the Protection of Public Health.

Items in bold exceed SCO

Former ALCO Site Brownfield Cleanup Project

RPI Sampling

Table 4 - Pesticides Sample Summary of Detection

Table 4 - Pesticides Sample Summary of Detection													
COMPOUND	UNIT	Part 375 Restricted Use SCO's - Restricted Residential ⁽¹⁾	B01- A	B01- BS	B02- B	B03- A	B03- B	B04- A	B04- B	B05- A	B05- B	B06- A	B06- BS
			10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014	10/23 /2014
Pesticides													
4,4' -DDD	ug/kg	13000	-	-	-	-	-	2.1 PJ	3 PJ	-	-	-	-
4,4' -DDT	ug/kg	7900	-	-	-	-	-	3.1 PJ	4.2 P	-	6.2	2.6 PJ	-
alpha-BHC	ug/kg	480	-	-	-	-	-	-	-	-	1.5 PJ	-	-
beta-BHC	ug/kg	360	1.7 PJ	-	-	-	1.1 J	1.9 P	1.1 PJ	-	1.8 PJ	1.6 PJ	-
delta-BHC	ug/kg	100000	-	-	-	-	-	-	-	-	2.2	-	-
Endosulfan I	ug/kg	24000	-	-	-	-	-	-	5.3	-	-	-	-
Endosulfan II	ug/kg	24000	-	-	-	2.2 PJ	-	-	-	-	-	-	-
Endrin aldehyde	ug/kg	NA	2.6 PJ	-	1.9 PJ	-	-	8.4 P	11 P	4.2 P	2.4 PJ	-	-
Endrin ketone	ug/kg	NA	12 PJ	7.3 P	1.9 PJ	-	-	4.2 P	6.3 P	23 P	4 PJ	19 P	3.2 PJ
gamma-BHC (LINDANE)	ug/kg	1300	-	-	-	1.9 PJ	1.7 PJ	2.1 PJ	2.3 P	1.3 PJ	1.5 PJ	1.9 PJ	-
gamma-Chlordane	ug/kg	NA	-	-	-	-	-	1.4 PJ	1 PJ	-	1.3 J	-	-
Heptachlor epoxide	ug/kg	NA	-	-	-	-	1.6 PJ	-	2 P	2.3 P	-	1.9 J	-

Notes:

NA-Not Applicable

- (Not Analyzed For or not detected)

1. NYSDEC Part 375 Table 375-6.8(b) Restricted Use Soil Cleanup Objectives (SCOs) for the Protection of Public Health.

Items in bold exceed SCO

P - Indicates relative percent difference (RPD) between primary and secondary gas chromatograph (GC) column analysis exceeds 40 % or indicates percent difference (PD) between primary and secondary gas chromatograph (GC) column analysis exceeds 25 %.

J - Denotes an estimated concentration. The concentration result is greater than or equal to the Method Detection Limit (MDL) but less than the Practical Quantitation Limit (PQL).

Former ALCO Site Brownfield Cleanup Project
RPI Sampling

Table 5.1 - Radiological Sample Summary

Parameter	Unit	EPA Soil Screening Guidance Table A.1- Generic SSLs for Radionuclides ⁽¹⁾ Direct Ingestion of soil	B01-A	B01-B	B02-A	B02-B	B03-A	B03-B	B04-A	B04-B	B05-A	B05-B	B06-A	B06-B	
			10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014
			Radionuclides												
Bismuth-212	pCi/g	NA	0.000±1.7 68	0.623 ± 1.433	0.000 ± 0.615	0.590 ± 1.555	1.186 ± 1.136	1.477 ± 1.689	0.595 ± 1.230	2.059 ± 2.475	0.433 ± 0.664	0.495 ± 1.069	0.527 ± 1.110	0.617 ± 0.773	
Bismuth-214	pCi/g	NA	1.011±0.2 81	0.840 ± 0.267	0.675 ± 0.233	1.324 ± 0.377	0.654 ± 0.195	1.397 ± 0.403	1.093 ± 0.306	1.340 ± 0.429	0.405 ± 0.152	0.737 ± 0.246	0.605 ± 0.260	0.813 ± 0.260	
Lead-212	pCi/g	NA	1.082±0.2 78	1.013 ± 0.282	0.610 ± 0.191	1.885 ± 0.481	0.717 ± 0.176	1.291 ± 0.315	1.150 ± 0.277	1.537 ± 0.404	0.549 ± 0.163	0.804 ± 0.249	0.781 ± 0.197	0.960 ± 0.286	
Lead-214	pCi/g	NA	1.212±0.3 06	0.862 ± 0.281	0.624 ± 0.189	1.948 ± 0.466	0.691 ± 0.213	1.124 ± 0.341	1.370 ± 0.311	1.637 ± 0.425	0.647 ± 0.166	0.625 ± 0.230	0.650 ± 0.234	1.251 ± 0.302	
Postassium-40	pCi/g	12.8	6.800±2.0 56	5.635 ± 2.217	7.661 ± 1.801	10.901 ± 2.609	8.762 ± 2.095	7.842 ± 2.539	8.958 ± 2.085	8.378 ± 2.978	5.874 ± 1.622	5.248 ± 1.728	5.302 ± 1.899	12.526 ± 2.482	
Radium-226+D	pCi/g	1.09	1.115±0.2 80	0.844 ± 0.268	0.667 ± 0.156	1.614 ± 0.379	0.645 ± 0.192	1.324 ± 0.341	1.247 ± 0.280	1.494 ± 0.385	0.397 ± 0.149	0.738 ± 0.173	0.686 ± 0.174	1.033 ± 0.223	
Radium-228+D	pCi/g	0.35	1.200±0.4 24	0.910 ± 0.361	0.335 ± 0.181	1.816 ± 0.521	0.994 ± 0.287	1.386 ± 0.406	0.895 ± 0.317	0.765 ± 0.360	0.399 ± 0.182	0.538 ± 0.285	0.345 ± 0.179	1.113 ± 0.360	
Thallium-208	pCi/g	NA	0.426±0.1 34	0.441 ± 0.141	0.129 ± 0.072	0.858 ± 0.324	0.334 ± 0.094	0.544 ± 0.160	0.252 ± 0.113	0.408 ± 0.171	0.226 ± 0.081	0.154 ± 0.088	0.226 ± 0.108	0.390 ± 0.122	
Thorium-234	pCi/g	NA	1.221±2.9 42	1.928 ± 1.189	0.587 ± 1.012	0.871 ± 1.499	0.637 ± 0.802	2.395 ± 1.340	2.312 ± 2.683	1.736 ± 1.573	0.083 ± 0.140	1.169 ± 3.433	1.357 ± 0.891	2.273 ± 1.873	
Uranlum-235+D	pCi/g	48.7	0.254±0.1 64	0.127 ± 0.112	0.107 ± 0.097	0.404 ± 0.158	0.036 ± 0.060	0.117 ± 0.123	0.209 ± 0.106	0.176 ± 0.176	0.040 ± 0.075	0.188 ± 0.105	0.144 ± 0.079	0.126 ± 0.097	
Gross Alpha	pCi/g	NA	9.63±5.63	5.78 ± 9.11 ±	26.3 ± 22.2 ±	10.5 ± 11.4 ±	9.49 ± 6.53 ±	5.67 ± 5.96 ±	10.4 ± 4.88 ±	13.3 ± 6.61 ±	2.70 ± 9.95 ±	13.0 ± 7.85 ±	8.25 ± 4.24 ±	9.58 ± 12.6 ±	
Gross Beta	pCi/g	NA	7.77±3.30	3.34 ± 1.39 ±	5.50 ± 0.489	4.15 ± 1.20 ±	3.51 ± 0.427	3.01 ± -	3.41 ± -	3.20 ± -	3.95 ± 0.305 ±	3.20 ± 0.207	2.47 ± 0.433 ±	3.96 ± 0.295	
Thorium-232	pCi/g	3.44	-	0.701 ±	-	1.32 ±	-	-	-	-	0.234 ±	-	0.348 ±	-	
Uranium-238+D	pCi/g	3.78	-	0.269	-	0.446	-	-	-	-	0.138	-	0.165	-	

*Note: The "+D" weight based concentrations only account for the concentration of the first isotope in a series and does not represent the total radioactivity.

1. USEPA Soil Screening Guidance for Radionuclides: Technical Background Document

Former ALCO Site Brownfield Cleanup Project

RPI Sampling

Table 5.2 - Radiological Sample Summary

Parameter	Unit s	Identification and Quantification of Radionuclides in Coal Ash- Appendix A ⁽¹⁾				B01-A	B01-B	B02-A	B02-B	B03-A	B03-B	B04-A	B04-B	B05-A	B05-B	B06-A	B06-B
		Commingle d Ash	Fly Ash	Bottom Ash	Coal	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014	10/23/ 2014
Radionuclides																	
Bismuth-112	pCi/g	2.484 - 5.427	4.05 - 6.345	3.294 - 5.35	0 - 0.972	0.000 ± 1.768	0.623 ± 1.433	0.000 ± 0.615	0.590 ± 1.555	1.186 ± 1.136	1.477 ± 1.689	0.595 ± 1.230	2.059 ± 2.475	0.433 ± 0.664	0.495 ± 1.059	0.527 ± 1.110	0.617 ± 0.773
Bismuth-114	pCi/g	3.078 - 9.585	2.565 - 9.207	2.943 - 7.938	0.459 - 1.377	1.011 ± 0.281	0.840 ± 0.267	0.675 ± 0.233	1.324 ± 0.377	0.654 ± 0.195	1.397 ± 0.403	1.093 ± 0.306	1.340 ± 0.429	0.405 ± 0.152	0.737 ± 0.246	0.605 ± 0.260	0.813 ± 0.260
Lead-212	pCi/g	2.133 - 5.13	3.807 - 6.237	2.943 - 5.643	0.378 - 0.648	1.082 ± 0.278	1.013 ± 0.282	0.610 ± 0.191	1.885 ± 0.481	0.717 ± 0.176	1.291 ± 0.315	1.150 ± 0.277	1.537 ± 0.404	0.549 ± 0.163	0.804 ± 0.249	0.781 ± 0.197	0.960 ± 0.286
Lead-214	pCi/g	3.078 - 10.395	2.7 - 9.909	3.132 - 8.532	0.459 - 1.269	1.212 ± 0.306	0.862 ± 0.281	0.624 ± 0.189	1.948 ± 0.466	0.691 ± 0.213	1.124 ± 0.341	1.370 ± 0.311	1.637 ± 0.425	0.647 ± 0.166	0.625 ± 0.230	0.650 ± 0.234	1.251 ± 0.302
Potassium-40	pCi/g	13.58 - 41.36	32.29 - 43.93	20.41 - 39.02	1.998 - 4.536	6.800 ± 2.056	5.635 ± 2.217	7.661 ± 1.801	10.901 ± 2.609	8.762 ± 2.095	7.842 ± 2.539	8.958 ± 2.085	8.378 ± 2.978	5.874 ± 1.622	5.248 ± 1.728	5.302 ± 1.899	12.526 ± 2.482
Radium-226	pCi/g	3.159 - 12.53	2.673 - 9.612	3.051 - 8.289	0.459 - 1.323	1.115 ± 0.280	0.844 ± 0.268	0.667 ± 0.156	1.614 ± 0.379	0.645 ± 0.192	1.324 ± 0.341	1.247 ± 0.280	1.494 ± 0.385	0.397 ± 0.149	0.738 ± 0.173	0.686 ± 0.174	1.033 ± 0.223
Radium-228	pCi/g	NA	NA	NA	NA	1.200 ± 0.424	0.910 ± 0.361	0.335 ± 0.181	1.816 ± 0.521	0.994 ± 0.287	1.386 ± 0.406	0.895 ± 0.317	0.765 ± 0.360	0.399 ± 0.182	0.538 ± 0.285	0.345 ± 0.179	1.113 ± 0.360
Thallium-208	pCi/g	0.648 - 1.539	1.188 - 1.89	0.972 - 1.539	0.108 - 0.216	0.426 ± 0.134	0.441 ± 0.141	0.129 ± 0.072	0.858 ± 0.324	0.334 ± 0.094	0.544 ± 0.160	0.252 ± 0.113	0.408 ± 0.171	0.226 ± 0.081	0.154 ± 0.088	0.226 ± 0.108	0.390 ± 0.122
Thorium-234	pCi/g	NA	NA	NA	NA	1.221 ± 2.942	1.928 ± 1.189	0.587 ± 1.012	0.871 ± 1.499	0.637 ± 0.802	2.395 ± 1.340	2.312 ± 2.683	1.736 ± 1.573	0.083 ± 0.140	1.169 ± 3.433	1.357 ± 0.891	2.273 ± 1.873
Uranium-235	pCi/g	0.243 - 0.459	0.486 - 1.215	0.324 - 0.756	0.027 - 0.162	0.254 ± 0.164	0.127 ± 0.112	0.107 ± 0.097	0.404 ± 0.158	0.036 ± 0.060	0.117 ± 0.123	0.209 ± 0.106	0.176 ± 0.176	0.040 ± 0.075	0.188 ± 0.105	0.144 ± 0.079	0.126 ± 0.097
Gross Alpha	pCi/g	NA	NA	NA	NA	9.63 ± 5.63	9.08 ± 5.78	26.3 ± 9.29	10.5 ± 6.62	9.49 ± 5.68	5.67 ± 4.35	10.4 ± 5.82	13.3 ± 7.07	2.70 ± 4.58	13.0 ± 6.40	8.25 ± 5.40	9.58 ± 5.21
Gross Beta	pCi/g	NA	NA	NA	NA	7.77 ± 3.30	9.11 ± 3.34	22.2 ± 5.50	11.4 ± 4.15	6.53 ± 3.51	5.96 ± 3.01	4.88 ± 3.41	6.61 ± 3.20	9.95 ± 3.95	7.85 ± 3.20	4.24 ± 2.47	12.6 ± 3.96
Thorium-232	pCi/g	NA	NA	NA	NA	-	1.39 ± 0.489	-	1.20 ± 0.427	-	-	-	-	0.305 ± 0.207	-	0.433 ± 0.295	-
Uranium-238	pCi/g	NA	NA	NA	NA	-	0.701 ± 0.269	-	1.32 ± 0.446	-	-	-	-	0.234 ± 0.138	-	0.348 ± 0.165	-

Note: 1. Identification and Quantification of Radionuclides in Coal Ash, Joint Transportation Research Project for the Indian DOT and Federal Highway Administration

Young / Sommer LLC

YOUNG SOMMER WARD RITZENBERG BAKER & MOORE LLC

COUNSELORS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205

Phone: 518-438-9907 • Fax: 518-438-9914

www.youngsommer.com

JEFFREY S. BAKER
DAVID C. BRENNAN
JOSEPH F. CASTIGLIONE
JAMES A. MUSCATO II
J. MICHAEL NAUGHTON
ROBERT A. PANASCI
KENNETH S. RITZENBERG
DEAN S. SOMMER
KEVIN M. YOUNG

LAURA K. BOMYEA
E. HYDE CLARKE
LAUREN L. HUNT
ALLYSON M. PHILLIPS
KRISTIN LAVIOLETTE PRATT
JESSICA R. VIGARS

SENIOR COUNSEL
MICHAEL J. MOORE
DOUGLAS H. WARD

OF COUNSEL
SUE H.R. ADLER
ELIZABETH M. MORSS
SCOTT P. OLSON
STEPHEN C. PRUDENTE
KRISTIN CARTER ROWE

PARALEGALS
ALLYSSA T. MOODY
AMY S. YOUNG

Writer's Telephone Extension: 236
dsommer@youngsommer.com

November 9, 2015

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

RE: Brownfield Cleanup Agreement Amendment Application
BCP Site Name: ALCO Maxon Site Parcel A
BCP Site No: C447042

Dear Sir/Madam:

Enclosed are one original and one electronic copy in PDF format on a CD of the Brownfield Cleanup Agreement Amendment Application relative to the above site.

Thank you for your consideration.

Yours truly,



Dean S. Sommer

/alm
Enclosure
cc w/enclosure:

Mr. John Strang
NYS DEC – Region 4 Headquarters,
Division of Environmental Remediation,
1130 North Westcott Road
Schenectady, NY 12306

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Young / Sommer LLC

YOUNG SOMMER WARD RITZENBERG BAKER & MOORE LLC

COUNSELORS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205

Phone: 518-438-9907 • Fax: 518-438-9914

www.youngsommer.com

JEFFREY S. BAKER
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JOSEPH F. CASTIGLIONE
JAMES A. MUSCATO II
J. MICHAEL NAUGHTON
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KRISTIN LAVIOLETTE PRATT
JESSICA R. VIGARS

SENIOR COUNSEL
MICHAEL J. MOORE
DOUGLAS H. WARD

OF COUNSEL
SUE H.R. ADLER
ELIZABETH M. MORSS
SCOTT P. OLSON
STEPHEN C. PRUDENTE
KRISTIN CARTER ROWE

PARALEGALS
ALLYSSA T. MOODY
AMY S. YOUNG

Writer's Telephone Extension: 236
dsommer@youngsommer.com

November 6, 2015

Via Electronic Mail

John R. Strang, P.E.
Environmental Engineer 2
Region 4
New York State Department of Environmental Conservation
1130 South Westcott Road
Schenectady, New York 12306-2014

Via Electronic Mail

Kelly A. Lewandowski, P.E.
Chief – Site Control Section
New York State Department of Environmental Conservation
625 Broadway, 11th Floor
Albany, NY 12233-7020

**Re: Alco-Maxon Site Parcel A
Site ID No.: C447042
BCA Index No.: C447042-8-10
Proposed Amendment to BCA to add 0.29 contiguous parcel**

Dear Andy, John and Kelly:

Maxon ALCO Holdings, LLC, the Volunteer for the subject Brownfield site subject to 6 NYCRR Part 375, and the Applicant pursuant to Brownfield Site Cleanup Agreement Index No. C447042-8-10 respectfully requests an Amendment to the current property description for ALCO-Maxon Site – Parcel A (C447042), to facilitate redevelopment efforts and the implementation of remedial measures. A request for a minor modification to this property parcel was earlier made by Barton & Loguidice pursuant to DER-32 section V.H.2, but the Volunteer

John R. Strang, P.E.
Kelly A. Lewandowski, P.E.
November 6, 2015
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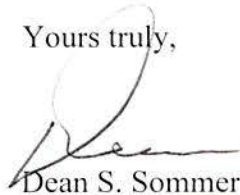
was advised that a BCA Amendment was the proper vehicle to proceed with the addition of the 0.29 contiguous parcel to Parcel A.

The proposed property addition makes ALCO-Maxon Site-Parcel A (C447042) slightly larger, increasing in size by adding 0.29 acres consisting of a contiguous RPI Parcel to the northwestern portion of Parcel A. The RPI Parcel to be added is discussed in the attached legal description which is an Exhibit to the Application for an Amendment.

Additionally attached is a December, 2014 report summarizing soil boring activities and results for sampling activities performed in October, 2014 on the RPI Parcel. The report confirms that constituents detected during the boring program were consistent with historic SVOCs, metals, and VOCs detected on Maxon-Alco Parcel A which demonstrates that the scope of the original application associated with Maxon-Alco Parcel A remains largely unchanged by the proposed modification. The remedial response to the residual detection of such industrial constituents would be entirely consistent with the Decision Document for Parcel A.

Please contact Andrew Barber at Barton & Loquidice or me in the event you have any questions. We will be submitting a hard copy to you on Monday.

Yours truly,



Dean S. Sommer

DSS/alr