



**Department of
Environmental
Conservation**

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

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification(s) requested:

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input type="radio"/> No <input type="radio"/></p> <p>b. <input type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input type="radio"/> No <input type="radio"/> Submitted on: _____</p>
<input checked="" type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment: The existing BCA lists one parcel, however the site has been subdivided into two tax parcels consisting of "Remaining Lands of City of Ogdensburg (6.21 Acres +/-)" and "Parcel A (1.05 Acres)". Please see attached survey map included with this BCP Amendment request.

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: Former Standard Shade Roller Site	BCP SITE CODE: C645049
NAME OF CURRENT APPLICANT(S): City of Ogdensburg	
INDEX NUMBER OF AGREEMENT: C645049-07-12	DATE OF ORIGINAL AGREEMENT: 08/16/2012

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR CONTACT:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S CONSULTANT:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S ATTORNEY:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
			Y	N
1. Is the requestor authorized to conduct business in New York State?			<input type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			N/A <input type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:				

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is: <input type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant		
OWNER'S NAME:		CONTACT:
ADDRESS:		
CITY/TOWN:		ZIP CODE:
PHONE:	EMAIL:	
OPERATOR:		CONTACT:
ADDRESS:		
CITY/TOWN:		ZIP CODE:
PHONE:	EMAIL:	

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
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 or contaminants?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
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?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. 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:			
<input type="checkbox"/> 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.	<input type="checkbox"/> 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 a 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 they have 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's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS: 541 Covington Street

CITY/TOWN Ogdensburg

ZIP CODE: 13669

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE: 7.60

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

541 Covington Street, Ogdensburg

48.077

1

2

7.26

2. Requested change (check appropriate boxes below):

☐

a. Addition of property (may require additional citizen participation depending on the nature of the expansion – see instructions)

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

☒

c. Change to SBL (e.g., lot merge, subdivision, address change)

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

541 Covington Street, Ogdensburg, Parcel "A"

59.021

4

33

1.05

541 Covington Street, Ogdensburg

48.007

1

2

6.21+/-

3. TOTAL REVISED SITE ACREAGE: 7.26

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y

☒

N

☐

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<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>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<p>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</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, which 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' household's 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, which sets affordable units aside for homeowners 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>		

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: Former Standard Shade Roller Site

BCP SITE CODE: C645049

NAME OF CURRENT APPLICANT(S): City of Ogdensburg

INDEX NUMBER OF AGREEMENT: C645049-07-12

DATE OF ORIGINAL AGREEMENT 08/16/2012

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the 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 complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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 City Manager (title) of City of Ogdensburg (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. Fonda Chronis signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/02/2024 Signature: Fonda Chronis

Digitally signed by Fonda Chronis
Date: 2024.12.02 14:27:46 -05'00'

Print Name: Fonda Chronis**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 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.
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Effective Date of the Original Agreement: 08/16/2012

Signature by the Department:

DATED: 3/7/25

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

David Harrington

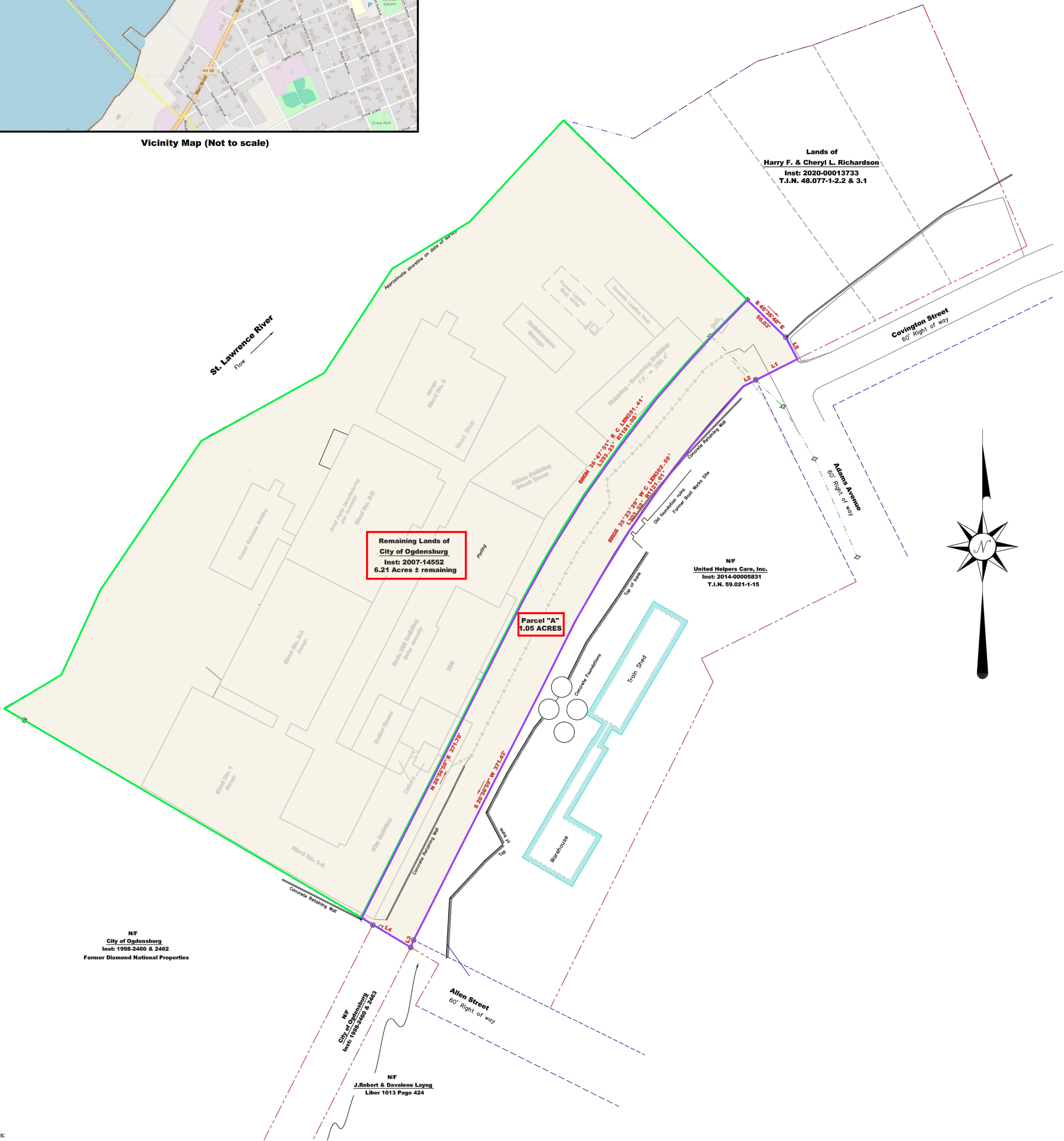
David Harrington, Assistant Director
Division of Environmental Remediation



Vicinity Map (Not to scale)

Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be valid true copies.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.



Notes:

- 1) Parcel "A" as shown hereon being a portion of the premises conveyed by Waste Recycling LLC to the City of Ogdensburg by Tax Sale deed dated June 23, 2007 and recorded on August 21, 2007 as Instrument Number 2007-00014552 in the St. Lawrence County Clerk's Office.
- 2.) Information as shown hereon is a direct result of field survey performed by Richard D. Jacobs II L.S. 050588 during the month of September, 2024. All bearings as referenced hereon are referenced to NYS Grid North as determined by GPS observations on the date of the aforementioned survey.
- 3.) This survey was performed without the benefit of examination of title and is subject to the fact such may disclose.
- 4.) For a better description of the remaining lands of the City of Ogdensburg reference is hereby made to a deed from Newell Window Furnishings, Inc. to Waste Recycling, LLC dated September 11, 2000 and recorded as Instrument Number 2000-19390 in the St. Lawrence County Clerk's Office.
- 5.) All underground utilities as shown hereon were compiled from surface observable data only. The actual location of underground water, sewer, storm, gas, electric lines etc., may differ from the location as shown hereon. The location of said utilities as shown hereon is the undersigned surveyors best estimation as to their location based upon surface observable features and limited mapping available as of the date of the survey. Anyone performing any subsurface excavation on the premises shown hereon should contact DigSafe (1-800-962-7362) prior to starting any work on the premises shown hereon.
- 6.) All street right of ways were determined from the City Engineer's maps on file at Ogdensburg City Hall.
- 7.) All former buildings (shown in gray) have been demolished and are shown for informational purposes only.

Line Table		
LINE	BEARING	DISTANCE
L1	S 63°40'00" W	48.74'
L2	S 63°21'30" W	14.97'
L3	S 21°22'39" W	8.19'
L4	N 59°28'42" W	60.10'
L5	S 28°20'12" E	25.64'

<div><div>LEGEND</div><div><div><div><div><div><div>5/8" iron rod set</div><div>Found iron pipe</div><div>Found Concrete Monument</div><div>Found Iron Rod</div><div>Power Pole</div><div>Well</div></div><div><div><div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div>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ST LAWRENCE COUNTY – STATE OF NEW YORK
SANDRA W. SANTAMOR, COUNTY CLERK
48 COURT STREET, CANTON, NEW YORK 13617

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R-2024-00012134

Receipt#: 2024737765

Clerk: JP

Rec Date: 10/30/2024 08:18:16 AM

Doc Grp: RP

Descrip: DEED

Num Pgs: 6

Party1: OGDENSBURG CITY

Party2: OGDENSBURG CITY

Town: OGDENSBURG

Recording:

Pages	30.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP 584	5.00
RP5217 All others - State	241.00
RP5217 - County	9.00

Sub Total: 325.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 325.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 1113

Exempt

Total: 0.00

Record and Return To:

OGDENSBURG CITY
MAILBOX

Sandra W. Santamoor

Sandra W. Santamoor
St Lawrence County Clerk

WARNING***

** Information may change during the verification
process and may not be reflected on this page.

Receipt: 2024737765

R-2024-00012134

10/30/2024 08:18:16 AM

6 Pages

DEED

Sandra W Santamoor, St Law Co Clerk

WARRANTY DEED

THIS INDENTURE, made the 17th day of October, 2024

Between

CITY OF OGDENSBURG, a municipal corporation organized pursuant to the laws of the State of New York with offices at 330 Ford Street, Ogdensburg, New York, 13669,

party of the first part,

and

CITY OF OGDENSBURG, a municipal corporation organized pursuant to the laws of the State of New York with offices at 330 Ford Street, Ogdensburg, New York, 13669,

party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid for by the party of the second part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the party of the second part, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of St. Lawrence, State of New York to wit:

FOR A COMPLETE DESCRIPTION SEE SCHEDULE A

SUBJECT TO all exceptions, restrictions, reservations, conditions, covenants and easements of record or those which can be seen by visual inspection of the premises.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted until the party of the second part, its distributees and assigns forever,

FIRST, That Grantor is seized of the said premises in fee simple, and have good right to convey the same;

SECOND, That Grantee shall quietly enjoy the said premises;

THIRD, That the said premises are free from encumbrances;

FOURTH, That Grantor will execute or procure any further necessary assurance of the title to said premises;

FIFTH, That Grantor will forever warrant the title to such premises,

That in compliance with Section 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set its hand and seal the day and year first above written.

In Presence Of

CITY OF OGDENSBURG

By: 
Xenophonas "Fonda" Chronis

State of New York)
County of St. Lawrence)ss.

On this 17th day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **XENOPHONAS "FONDA" CHRONIS** as City Manager of the City of Ogdensburg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CATHY A. JOCK
Notary Public-State of New York
No. 01JO6085320
Qualified in St. Lawrence County
Commission Expires 12/23/20 *26*

Record & return to:
City of Ogdensburg
330 Ford Street, Room #4
Ogdensburg, NY 13669

Schedule "A"
60' Utility Corridor to be retained by the City of Ogdensburg

ALL THAT TRACT OR PARCEL OF LAND situate southerly of the St. Lawrence River, northerly of Covington Street, westerly of Adams Avenue, and Easterly of Allen Street in the City of Ogdensburg, County of St. Lawrence and State of New York being more particularly bounded and described as follows:

BEGINNING at a point in the southerly boundary of Covington Street at the southwesterly corner of Lot Number 3, of lands now or formerly of Harry F. & Cheryl L. Richardson (Inst: 2020-00013733) and running;

Thence **South 63 degrees 40 minutes 06 seconds West** across Adams Avenue a distance of **48.74 feet** to an iron rod found at the northerly corner of lands now or formerly of United Helpers Care, Inc. (Inst: 2014-00005831);

Thence **South 63 degrees 21 minutes 36 seconds West** along the northerly boundary of the aforesaid lands now or formerly of United Helpers Care, Inc. (Inst: 2014-00005831) a distance of **14.67 feet** to a point of curvature;

Thence southwesterly continuing along the northerly boundary of the aforesaid lands now or formerly of United Helpers Care, Inc. (Inst: 2014-00005831) on a curve to the left, concave to the southeast, having a radius 1121.01 feet, an arc length of 303.52 feet, a chord bearing of **South 35 degrees 23 minutes 29 seconds West**, and a chord distance of **302.59 feet** to a point;

Thence **South 26 degrees 56 minutes 59 seconds West** continuing along the northerly boundary of the aforesaid lands now or formerly of United Helpers Care, Inc. (Inst: 2014-00005831) a distance of **371.43 feet** to an iron rod found;

Thence **South 21 degrees 22 minutes 39 seconds West** along the apparent northerly boundary of Allen Street a distance of **8.19 feet** to an iron rod found;

Thence **North 59 degrees 28 minutes 42 seconds West** along the lands now or formerly of the City of Ogdensburg (Inst: 1998-2460, 2462, & 2463) a total distance of **60.10 feet** to an iron rod set;

Thence **North 26 degrees 56 minutes 59 seconds East** through the lands now or formerly of the City of Ogdensburg (Inst: 2007-14552) a distance of **371.78 feet** to a point of curvature;

Thence northeasterly continuing through the lands now or formerly of the City of Ogdensburg (Inst: 2007-14552) on a curve to the right, concave to the southeast, having a radius 1181.00 feet, an arc length of 393.23 feet, a chord bearing of **North 36 degrees 47 minutes 41 seconds East**, and a chord distance of **391.41 feet** to a mag nail set;

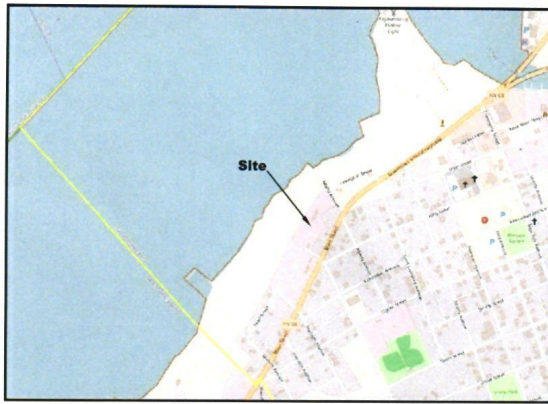
Thence **South 45 degrees 35 minutes 40 seconds East** along the westerly boundary of the aforementioned lands now or formerly of Harry F. & Cheryl L. Richardson (Inst: 2020-00013733) a distance of **56.03 feet** to an iron rod found;

Thence **South 28 degrees 20 minutes 12 seconds East** continuing along the aforementioned lands now or formerly of Harry F. & Cheryl L. Richardson (Inst: 2020-00013733) a distance of **25.64 feet** to the **Point of Beginning**.

Containing 1.05 acres more or less as surveyed by Richard D. Jacobs II L.S. 050588 during the month of September 2024. All bearings as referenced hereon are referenced to NYS Grid North as determined by GPS observations on the date of the aforementioned survey.

Being an intending to describe a portion of the premises conveyed by Waste Recycling LLC to the City of Ogdensburg by Tax Sale deed dated June 23, 2007 and recorded on August 21, 2007 as Instrument Number 2007-00014552 in the St. Lawrence County Clerk's Office.

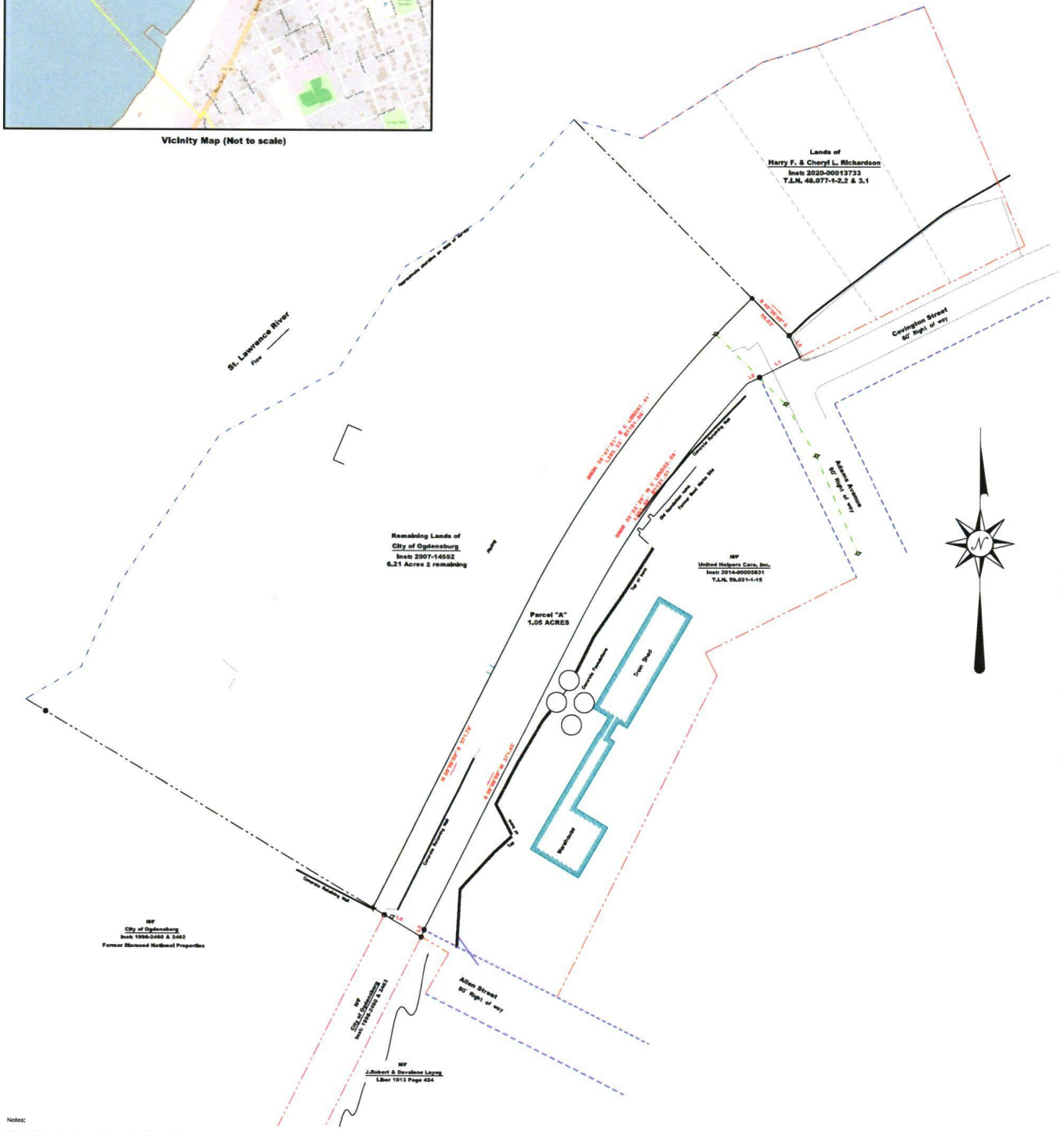
TOGETHER WITH AND SUBJECT TO ANY EASEMENTS, EXCEPTIONS, RIGHTS, PRIVELEGES, OBLIGATIONS, COVENANTS, AND CONDITIONS OF RECORD.



Vicinity Map (Not to scale)

Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be valid true copies.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.



Notes:

- 1) Parcel "A" as shown hereon being a portion of the premises conveyed by Waste Recycling LLC to the City of Ogdensburg by Tax Sale deed dated June 23, 2007 and recorded on August 21, 2007 as Instrument Number 2007-09014562 in the St. Lawrence County Clerk's Office.
- 2) Information as shown hereon is a direct result of field survey performed by Richard D. Jacobs R.L.S. 060568 during the month of September, 2024. All bearings as referenced hereon are referenced to NYS Grid North as determined by GPS observations on the date of the aforementioned survey.
- 3) This survey was performed without the benefit of examination of title and is subject to the fact such may disclose.
- 4) For a better description of the remaining lands of the City of Ogdensburg reference is hereby made to a deed from Newell Window Furnishings, Inc. to Waste Recycling, LLC dated September 11, 2000 and recorded as Instrument Number 2000-19390 in the St. Lawrence County Clerk's Office.
- 5) All underground utilities as shown hereon were compiled from surface observable data only. The actual location of underground water, sewer, storm, gas, electric lines, etc., may differ from the location as shown hereon. The location of said utilities as shown hereon is the undersigned surveyor's best estimation as to their location based upon surface observable features and limited mapping available as of the date of the survey. Anyone performing any subsurface excavation on the premises shown hereon should contact Oglethorpe (1-800-962-7952) prior to starting any work on the premises shown hereon.
- 6) All street right of ways were determined from the City Engineer's maps on file at Ogdensburg City Hall.
- 7) All former buildings (shown in gray) have been demolished and are shown for informational purposes only.

Line Table	
LINE	BEARING
L1	S 53°20'08" W 48.70'
L2	S 53°19'38" W 14.80'
L3	S 51°25'38" W 8.10'
L4	N 89°28'42" W 80.10'
L5	S 58°28'13" E 35.40'

LEGEND	
5/8" bar cut set	Adjacent Property Line
Found Iron Pipe	Property Line
Found Concrete Monument	Lot Line
Found Iron Nail	Road Boundary
Power Pole	Utility Lines
Nail	Drainage
	Canals of Road

Revised:

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I hereby certify that I am a Land Surveyor Licensed by the State of New York and that this survey was performed by me in accordance with the Code of Practice adopted by the New York State Association of Professional Land Surveyors and to the best of my knowledge and belief is true and complete as shown.

Richard D. Jacobs R.L.S. 060568

Date:

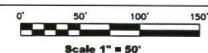
PREPARED BY:



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Map of Survey Prepared For
City of Ogdensburg
60' Utility Corridor - Former Shade Roller Property

SITUATE IN: CITY OF OGDENBURG
COUNTY OF ST. LAWRENCE
STATE OF NEW YORK



DATE: SEPTEMBER 19, 2024

PROJECT NO. 202402