



# PERIODIC REVIEW REPORT

Former Karg Brothers Tannery

Johnstown, New York

Site No. E518022

December 2018



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Stefan Bagnato, P.G.  
Senior Geologist

## PERIODIC REVIEW REPORT

Former Karg Brothers Tannery

Johnstown, New York

Site No. E518022

Prepared for:

The City of Johnstown

33-41 East Main Street

Johnstown, New York 12095

Prepared by:

Arcadis of New York, Inc.

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Suite 210

Clifton Park

New York 12065

Tel 518 250 7300

Fax 518 250 7301

Our Ref.:

02384015.0000

Date:

December 28, 2018

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## 1 EXECUTIVE SUMMARY

In accordance with the approved Site Management Plan (SMP), Arcadis of New York, Inc. (Arcadis) has prepared this Periodic Review Report (PRR) on behalf of the City of Johnstown for the Former Karg Brother site (Site No. E518022) located in Johnstown, New York.

The City of Johnstown (City) entered into a State Assistance Contract (SAC) (#C303712) with the New York State Department of Environmental Conservation (NYSDEC), to investigate and remediate a 5.3-acre former tannery facility located in the City of Johnstown, Fulton County, New York. During/following a Remedial Investigation / Alternatives Analysis (RI/AA) and Interim Remedial Measure (IRM) in 2015, and the subsequent 2015 Record of Decision (ROD), the property was remediated to restricted-residential use standards, and is currently vacant. The remedy generally consisted of construction and maintenance of a demarcation layer and soil cover system over the entire site, and implementing the SMP. Annual Monitoring/Certification Reports have detailed good condition of the soil and vegetative cover for the site that is functioning as designed. The remedy is compliant with the SMP and no changes to the SMP requirements are recommended at this time. It is recommended that the PRR submittal frequency be set at five years.

## 2 SITE OVERVIEW

### 2.1 Site History

The site is located on North Perry Street in Johnstown, New York (Figure 1) and was formerly operated as a tannery for processing cow, deer, and sheep hides from the early 1900s until its closure in 1995. The United States Environmental Protection Agency (USEPA) conducted an emergency removal action in 2001 to remove hazardous substances and demolish site buildings. Following the Removal Action, the ground cover largely consisted of the concrete slabs of the former buildings that were removed, with remaining areas covered by gravel, asphalt, or grass (Figure 2). The City of Johnstown entered the 1996 Clean Water/Clean Air Bond Act Environmental Restoration Program (ERP) in 2004 and performed the required investigation of the site. The City completed the ERP RI/AA process, and a subsequent IRM in 2015 (Arcadis, 2015a and Arcadis, 2015b, respectively).

### 2.2 Nature and Extent of Contamination Prior to Remediation

Based on the RI/AA findings, heavy metals, particularly arsenic, chromium, and lead, were present in the surface and subsurface soil at the site at concentrations that exceeded corresponding 6 NYCRR Part 375 Restricted Residential and Unrestricted Use Soil Cleanup Objectives (SCOs). Minor groundwater impacts were noted (isopropylbenzene), but were not considered to be contaminants of concern for the site.

### 2.3 Remedial Program

The IRM involved construction and maintenance of a soil cover system to minimize human exposure to remaining contaminated soil/fill remaining at the site. The soil cover system consists of a demarcation

layer in areas of the site not previously covered by concrete or asphalt (1.9 acres) overlain by at least two feet of clean soil. While not required by NYSDEC, the City at its own cost also placed at least two feet of clean soil over the approximately 3.4 acres of the site covered by concrete and asphalt to fully cover the site and bring all areas of the site to similar grade to facilitate redevelopment. The approximately 2,000 square foot portion of the site north of East Canal Street was capped with asphalt instead of two feet of clean general fill.

Based on the results of the IRM, exposure to remaining subsurface contamination has been prevented by the soil cover system. The NYSDEC selected No Further Action (NFA) as the remedy for the site, as described in the Record of Decision (ROD) issued in March 2015. This remedy has been implemented by the City since that time in accordance with the approved SMP. Institutional Controls (ICs) implemented at the site require that (1) Engineering Controls (ECs) in the form of the cover system be maintained and monitored; (2) future exposure to remaining contamination be prevented by controlling disturbances of the subsurface contamination; (3) use of groundwater as a source of potable water be restricted without necessary water quality treatment as determined by NYSDOH; (4) monitoring, inspection, and reporting be performed as defined in the SMP; and (5) the use and development of the site be limited to restricted residential, commercial, or industrial uses only.

### **3 REMEDY PERFORMANCE, EFFECTIVENESS, AND PROTECTIVENESS**

As local residents use municipal water, the only exposure pathway to contaminated soil would be via direct contact with subsurface soil during future intrusive work. The soil cover for the site has remained in good condition and is functioning as designed, and therefore remains protective of human exposure to residual contamination.

### **4 IC/EC PLAN COMPLIANCE**

ICs at the site include a land use restriction, to limit access, prevent excavation or other disturbance without prior notice to and approval from the NYSDEC, prevent residential use of the property, and to prevent the use of groundwater at the site. The environmental easement for the site was executed by the NYSDEC on April 25, 2016, and filed with the Fulton County Clerk on June 3, 2016. A copy of the easement is provided in Appendix A. The Certificate of Completion for the site was executed by the NYSDEC on September 28, 2017.

ECs at the site include a cover system consisting of at least 24 inches of clean soil and vegetative cover over the entire site to prevent direct human contact with residual contamination at the site. Annual inspections of the cover system are conducted each year and are included in the Annual Certification Report. The soil and vegetative cover for the site have remained in good condition and are functioning as designed, and therefore remain protective of human exposure to residual contamination.

Institutional and Engineering Controls Certifications are provided in Appendix B.

## 5 CONCLUSIONS AND RECOMMENDATIONS

The components of the SMP and IC/ECs were conducted as required during the reporting period. IC/ECs are effective in preventing human contact with residual contamination. No changes to the SMP requirements are recommended at this time. It is recommended that the PRR submittal frequency be set at five years.

## 6 REFERENCES

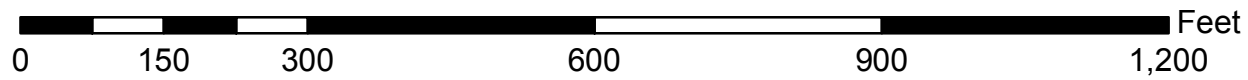
Arcadis, 2015a, Remedial Investigation and Alternatives Analysis Report, Former Karg Brothers Tannery, Johnstown, New York, February 2015.

Arcadis 2015b, Interim Remedial Measures Report, Former Karg Brothers Tannery, Johnstown, New York, June 2015.

# FIGURES







**Legend**

 Former Karg Brothers Tannery



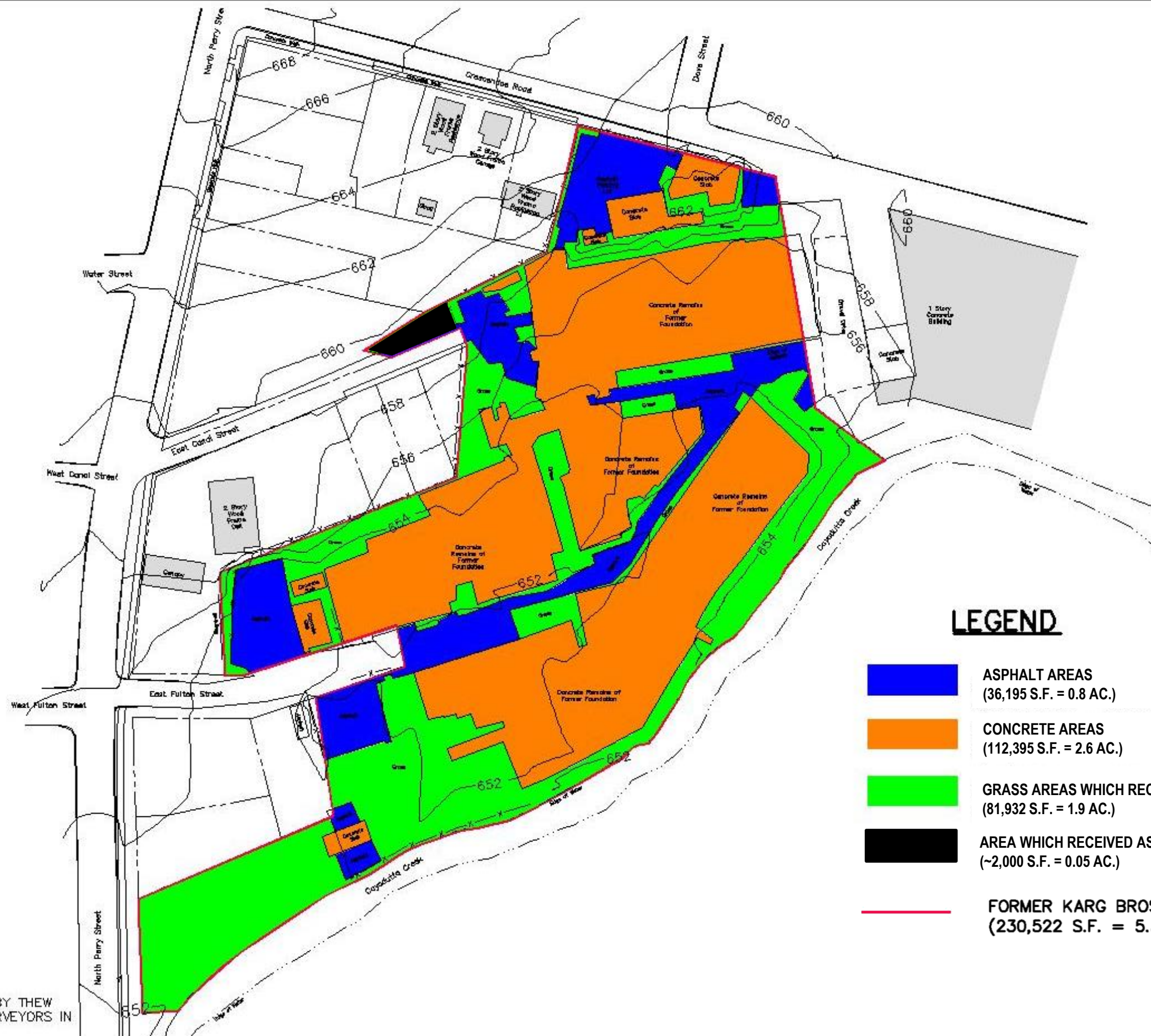
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
FORMER KARG BROTHERS TANNERY ERP  
**SITE MANAGEMENT PLAN**

**LOCATION MAP**








FIGURE  
**1**





Infrastructure · Water · Environment · Buildings

## PERIODIC REVIEW REPORT

	<b>ASPHALT AREAS</b> (36,195 S.F. = 0.8 AC.)
	<b>CONCRETE AREAS</b> (112,395 S.F. = 2.6 AC.)
	<b>GRASS AREAS WHICH RECEIVED DEMARCATION LAYER</b> (81,932 S.F. = 1.9 AC.)
	<b>AREA WHICH RECEIVED ASPHALT CAP</b> (~2,000 S.F. = 0.05 AC.)
	<b>FORMER KARG BROS. TANNERY</b> (230,522 S.F. = 5.3 AC.)

SCALE: 1" = 100'

SCALE: 1"=100'

**FIGURE 2**

# APPENDIX A

## Environmental Easement



# FULTON COUNTY CLERK

ANN NICKLOY

## Receipt

Receipt Date: 06/03/2016 02:14:53 PM  
RECEIPT # 2016314304

Recording Clerk: LD  
Cash Drawer: CASH1  
Rec'd Frm: MICHAEL J POULIN, ESQ.

Instr#: 2016-38120  
DOC: EASEMENT  
DEED STAMP: 1536  
OR Party: JOHNSTOWN CITY OF  
EE Party: PEOPLE OF THE STATE OF NEW YORK

Recording Fees	
Cover Page	\$5.00
Recording Fee	\$75.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75
TP584	\$5.00

Transfer Tax	
Transfer Tax	\$0.00

DOCUMENT TOTAL: -----> \$105.00

Instr#: 2016-38121  
DOC: DEED  
DEED STAMP: 1537  
OR Party: JOHNSTOWN CITY OF  
EE Party: LAVOIE MICHAEL

Recording Fees	
Cover Page	\$5.00
Recording Fee	\$30.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75
TP584	\$5.00
RP5217 - County	\$9.00
RP5217 All others - State	\$241.00

Transfer Tax	
Transfer Tax	\$0.00

### Receipt Summary

TOTAL RECEIPT: ----->	\$415.00
TOTAL RECEIVED: ----->	\$415.00

CASH BACK: ----->	\$0.00
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### PAYMENTS

Check # 14251 ->	\$312.00
Check # 14269 ->	\$103.00



COPY

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36

OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 25<sup>th</sup> day of April, 2016 between Owner(s) City of Johnstown, having an office at 33-41 East Main Street, P.O. Box 160, Johnstown, New York 12095, County of Fulton, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of South Side of Crescendoe Road (having a mailing address of 126-222 North Perry Street) in the City of Johnstown, County of Fulton and State of New York, known and designated on the tax map of the County Clerk of Fulton as tax map parcel numbers: Section 162.20 Block 11 Lot 6.11, being the same as that property conveyed to Grantor by deed dated September 29, 1998 and recorded in the Fulton County Clerk's Office in Liber and Page 815/122. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.255 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 25, 2015 prepared by James S. Thew, LLS of Thew Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of State Assistance Contract Number: C303712 as amended July 27, 2015, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Fulton County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation**



## Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against

the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: E518022  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the

recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

**Remainder of Page Intentionally Left Blank**



IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

City of Johnstown:

By: Michael B. Julius

Print Name: Michael B. Julius

Title: Mayor Date: 2/26/2016

**Grantor's Acknowledgment**


STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                     )

On the 26 day of FEB., in the year 20 16, before me, the undersigned, personally appeared Michael Julius, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Cathy A. Van Alstyne  
Notary Public - State of New York

CATHY A. VAN ALSTYNE  
Notary Public State of NY  
01VA6065172  
Resides in Fulton Co.  
Commission Expires Oct. 9, 2017

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF ALBANY     )

On the 25<sup>th</sup> day of APRIL, in the year 2016, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

PATRICK EUGENE FOSTER  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN KINGS COUNTY  
NO. 02FO6278032  
COMMISSION EXPIRES 03/18/2017

**SCHEDULE "A" PROPERTY DESCRIPTION**

All that tract or parcel of land situate in the City of Johnstown, County of Fulton, State of New York, and being more precisely described as follows:

**Beginning** at a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "THEW ASSOCIATES - UTICA NY" (herein after referred to as a 5/8-inch rebar) set on the southerly bounds of Crescendoe Street (40-foot width), said rebar being at the northwesterly corner of a parcel of land conveyed by the City of Johnstown to the Crossroads Incubator Corp. by deed dated December 31, 1999 and recorded in the Fulton County Clerk's Office on May 26, 2000 in Liber 860 of Deeds at Page 22, said rebar having New York State plane coordinates (NAD83/2011 – East Zone) of 1,522,499.33 feet North and 527,137.76 feet East;

thence along the westerly line of Crossroads Incubator Corp., the following two courses and distances:

1. South 09 degrees 30 minutes 39 seconds East, parallel to and 100 feet distant westerly measured at right angles from the westerly building face of Crossroads Incubator Corp., a distance of 206.66 to a set 5/8-inch rebar;
2. South 52 degrees 00 minutes 37 seconds East a distance of 83.72 feet to a MAG Nail set on the northerly line of a parcel of land conveyed by The People's Bank of Johnstown, N.Y. to The Johnstown Cemetery Association by deed dated August 24, 1942, and recorded in the Fulton County Clerk's Office on March 31, 1943 in Liber 244 of Deeds at Page 512, said MAG Nail being on the reputed top of bank of Cayadutta Creek;

thence along the northerly line of The Johnstown Cemetery Association and along the reputed top of bank of Cayadutta Creek, the following 14 courses and distances:

1. South 50 degrees 06 minutes 33 seconds West a distance of 37.62 feet to a point;
2. South 39 degrees 06 minutes 43 seconds West a distance of 82.46 feet to a point;
3. South 34 degrees 21 minutes 21 seconds West a distance of 41.61 feet to a point;
4. South 38 degrees 57 minutes 59 seconds West a distance of 61.60 feet to a point;
5. South 50 degrees 43 minutes 03 seconds West a distance of 40.94 feet to a point;
6. South 27 degrees 06 minutes 00 seconds West a distance of 66.99 feet to a point;
7. South 51 degrees 41 minutes 01 seconds West a distance of 46.51 feet to a point;
8. South 61 degrees 18 minutes 59 seconds West a distance of 97.44 feet to a point;
9. South 71 degrees 18 minutes 10 seconds West a distance of 119.89 feet to a point;
10. South 59 degrees 43 minutes 59 seconds West a distance of 60.96 feet to a point;
11. South 58 degrees 54 minutes 15 seconds West a distance of 90.91 feet to a point;
12. South 56 degrees 56 minutes 56 seconds West a distance of 41.06 feet to a point;
13. South 49 degrees 19 minutes 24 seconds West a distance of 25.14 feet to a point;
14. South 43 degrees 14 minutes 29 seconds west a distance of 40.65 feet to a point;

thence South 88 degrees 41 minutes 18 seconds West a distance of 42.38 feet to a 5/8-inch rebar



set on the easterly bounds of North Perry Street (66-foot width), said course passing over a 1/2-inch iron pipe (extends 0.8 feet above grade) found at a distance of 2.99 feet;

thence North 00 degrees 59 minutes 55 seconds West, along the easterly bounds of North Perry Street, a distance of 100.00 feet to a point at the southwesterly corner of a parcel of land conveyed by June A. Pasquarella to Vincent D. Johansen, Sr. by deed dated September 24, 1984 and recorded in the Fulton County Clerk's Office on October 1, 1984 in Liber 582 of Deeds at Page 1005, said point being North 68 degrees 12 minutes 59 seconds East a distance of 0.77 feet from a found 5/8-inch rebar (0.1 feet below grade);

thence North 68 degrees 12 minutes 59 seconds East, in part along the southerly line of Vincent D. Johansen, Sr. and in part along the southerly line of a parcel of land conveyed by Michael C. Gifford to the City of Johnstown by deed dated September 29, 1998 and recorded in the Fulton County Clerk's Office on October 6, 1998 in Liber 815 of Deeds at Page 122, a distance of 206.34 feet to a set 5/8-inch rebar;

thence North 15 degrees 53 minutes 32 seconds West, along the easterly line of the City of Johnstown, a distance of 108.24 feet to a 5/8-inch rebar set of the southerly bounds of East Fulton Street (40-foot width);

thence along the southerly, easterly, and northerly bounds of East Fulton Street, the following four courses and distances:

1. North 74 degrees 06 minutes 28 seconds East a distance of 91.22 feet to a set 5/8-inch rebar;
2. North 15 degrees 53 minutes 32 seconds West a distance of 40.00 feet to a set 5/8-inch rebar;
3. South 74 degrees 06 minutes 28 seconds West a distance of 142.21 feet to a set 5/8-inch rebar;
4. North 87 degrees 57 minutes 15 seconds West a distance of 18.31 feet to a 3/4-inch rebar (0.5 feet below grade) found on the easterly line of a parcel of land conveyed by Gillmore Oil Company, Inc. to J.H. Buhrmaster Co., Inc. by deed dated December 28, 1992 and recorded in the Fulton County Clerk's Office on December 29, 1992 in Liber 714 of Deeds at Page 193;

thence North 04 degrees 39 minutes 12 seconds East, along the easterly line of J.H. Buhrmaster Co., Inc., a distance of 102.50 to a set 5/8-inch rebar;

thence North 68 degrees 07 minutes 34 seconds East, in part along the easterly line of J.H. Buhrmaster Co., Inc., in part along the southerly line of a parcel of land conveyed by Dewey E. Frasier and June A. Frasier to Sandra M. Scott and Charles N. Lamphear by deed dated November 27, 1989 and recorded in the Fulton County Clerk's Office on February 19, 1992 in Liber 699 of Deeds at Page 103, and in part along the southerly line of a parcel of land conveyed by Joan Coon to James S. Lamphear by deed dated February 9, 2005 and recorded in the Fulton County Clerk's Office on February 9, 2005 in Liber 995 of Deeds at Page 333, a distance of 222.85 feet to a 5/8-inch rebar set at the southerly corner of a parcel of land conveyed by Anthony J. and Anna M. Valovic to Anthony J. III and Barbara H. Valovic by deed dated November 14, 1986 and recorded in the Fulton County Clerk's Office on November 20, 1986 in Liber 596 of Deeds at Page 7;

thence North 03 degrees 36 minutes 14 seconds East, along the easterly line of Anthony J. III and Barbara H. Valovic, a distance of 120.82 feet to a 5/8-inch rebar set at the southeasterly bounds of East Canal Street (20-foot width);

thence along the easterly and northerly bounds of East Canal Street, the following two courses and

distances:

1. North 21 degrees 45 minutes 06 seconds West a distance of 20.00 feet to a set MAG Nail;
2. South 68 degrees 14 minutes 54 seconds West a distance of 67.91 feet to a MAG Nail set on the easterly line of a parcel of land conveyed by Gillmore Oil Company, Inc. to Jeffrey F. Lehner by deed dated December 21, 1992 and recorded in the Fulton County Clerk's Office on December 21, 1992 in Liber 714 of Deeds at Page 88;

thence along the easterly line of Jeffrey F. Lehner, the following two courses and distances:

1. North 80 degrees 48 minutes 26 seconds West a distance of 24.00 feet to a found 3/4-inch rebar (flush with grade);
2. North 59 degrees 01 minutes 22 seconds East a distance of 69.86 feet to a MAG Nail set at the southeasterly corner of a parcel of land conveyed by Nicholas C. Miller to Jan Keichline and Gail Miller by deed dated December 7, 2007 and recorded in the Fulton County Clerk's Office on December 12, 2007 in Liber 1092 of Deeds at Page 226;

thence North 62 degrees 57 minutes 31 seconds East along the easterly line of Jan Keichline and Gail Miller, a distance of 122.99 feet to 3/8-inch rebar (Extends 1.0 feet above grade) found at the southeasterly corner of a parcel of land conveyed by Kenneth and Lena Taddune to Robert F. and Joan D. Frenyea by deed dated May 15, 1971 and recorded in the Fulton County Clerk's Office on May 24, 1971 in Liber 512 of Deeds at Page 862;

thence North 14 degrees 44 minutes 17 seconds East, along the easterly line of Robert F. and Joan D. Frenyea a distance of 123.67 feet to a point on the southerly bounds of Crescendoe Street, said point being South 14 degrees 44 minutes 17 seconds West a distance of 1.27 feet from a found 1-inch iron pipe (flush with grade);

thence South 75 degrees 21 minutes 18 seconds East a distance of 189.72 feet to the **Point of Beginning**.

To contain 228,894 square feet or 5.255 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Michael C. Gifford, as City Chamberlain for the City of Johnstown to the City of Johnstown by deed dated September 29, 1998 and recorded in the Fulton County Clerk's Office on October 6, 1998 in Liber 815 of Deeds at Page 122.

The above-mentioned coordinates, bearings, and distances are referenced to the North American Datum of 1983 – 2007 adjustment (NAD83/2007), projected on the New York State Plane Coordinate System (East Zone).

A map of the above-described parcel of land, dated June 25, 2015, was prepared by Thew Associates PE-LS, PLLC, and is distinguished as Drawing No. UK475-12-13.



**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

**Schedule A — Information relating to conveyance**

<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Other	Grantor/Transferor Name (if individual; last, first, middle initial) City of Johnstown Mailing address 33-41 East Main Street, PO Box 160 City State ZIP code Johnstown New York 12095	Social security number  Social security number  Federal employer ident. number 14-6002260
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Other	Grantee/Transferee Name (if individual; last, first, middle initial) NYS Department of Environmental Conservation Mailing address 625 Broadway City State ZIP code Albany New York 12233	Social security number  Social security number  Federal employer ident. number 14-6013200

## Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
162.20	11	6.11	Crescendoe Road	Johnstown	n/a	Fulton

## Type of property conveyed (check applicable box)

- |  |   |   |
|--|---|---|
| 1 <input type="checkbox"/> One- to three-family house<br>2 <input type="checkbox"/> Residential cooperative<br>3 <input type="checkbox"/> Residential condominium<br>4 <input checked="" type="checkbox"/> Vacant land | 5 <input type="checkbox"/> Commercial/Industrial<br>6 <input type="checkbox"/> Apartment building<br>7 <input type="checkbox"/> Office building<br>8 <input type="checkbox"/> Other _____ | Date of conveyance<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">04 25 2014</div><br><small>month day year</small><br>Percentage of real property conveyed which is residential real property _____% (see instructions) |
|--|---|---|

## Condition of conveyance (check all that apply)

- |  |  |   |
|--|--|---|
| a. <input type="checkbox"/> Conveyance of fee interest<br><br>b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)<br><br>c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)<br><br>d. <input type="checkbox"/> Conveyance to cooperative housing corporation<br><br>e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identify or form of ownership or organization (attach Form TP-584.1, Schedule F)<br><br>g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)<br><br>h. <input type="checkbox"/> Conveyance of cooperative apartment(s)<br><br>i. <input type="checkbox"/> Syndication<br><br>j. <input type="checkbox"/> Conveyance of air rights or development rights<br><br>k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender<br><br>m. <input type="checkbox"/> Leasehold assignment or surrender<br><br>n. <input type="checkbox"/> Leasehold grant<br><br>o. <input checked="" type="checkbox"/> Conveyance of an easement<br><br>p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)<br><br>q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state<br><br>r. <input type="checkbox"/> Other (describe) _____ |
|--|--|---|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

**Schedule B — Real estate transfer tax return** (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ..... ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.	
2.	
3.	
4.	
5.	
6.	

**Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.	
2.	
3.	

**Part III — Explanation of exemption claimed on Part I, line 1** (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☒
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim)..... k ☐
- l. Other (attach explanation)..... l ☐

\*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.



**Schedule C — Credit Line Mortgage Certificate** (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

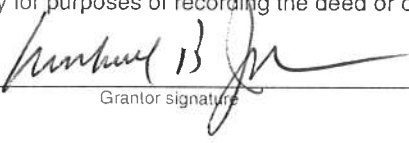

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

	Mayor		Attorney
Grantor signature	Title	Grantee signature	Title
_____	_____	_____	_____
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax** (Tax Law, Article 22, section 663)

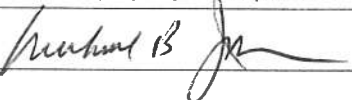
Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Michael B. Julius, Mayor	Date 9/28/15
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

# APPENDIX B

## Institutional and Engineering Controls Certifications





Enclosure 2  
**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
**Site Management Periodic Review Report Notice**  
**Institutional and Engineering Controls Certification Form**



Site Details		Box 1
Site No.	E518022	
Site Name <b>Former Karg Brothers Tannery</b>		
Site Address: 126 - 222 North Perry Street      Zip Code: 12095		
City/Town: Johnstown		
County: Fulton		
Site Acreage: 5.255		
Reporting Period: September 28, 2017 to December 01, 2018		
		YES      NO
1. Is the information above correct?		<input checked="" type="checkbox"/> <input type="checkbox"/>
If NO, include handwritten above or on a separate sheet.		
2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period?		<input type="checkbox"/> <input checked="" type="checkbox"/>
3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))?		<input type="checkbox"/> <input checked="" type="checkbox"/>
4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.		
5. Is the site currently undergoing development?		<input type="checkbox"/> <input checked="" type="checkbox"/>

		Box 2
		YES      NO
6. Is the current site use consistent with the use(s) listed below? Restricted-Residential, Commercial, and Industrial		<input checked="" type="checkbox"/> <input type="checkbox"/>
7. Are all ICs/ECs in place and functioning as designed?		<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.</b>		
<b>A Corrective Measures Work Plan must be submitted along with this form to address these issues.</b>		
 _____ Signature of Owner, Remedial Party or Designated Representative		<u>12/27/18</u> _____ Date



**SITE NO. E518022**

**Box 3**

**Description of Institutional Controls**

Parcel

Owner

Institutional Control

**162.20-11-6.11**

**City of Johnstown**

Ground Water Use Restriction  
Soil Management Plan  
Landuse Restriction  
Monitoring Plan  
Site Management Plan  
IC/EC Plan

**Box 4**

**Description of Engineering Controls**

Parcel

Engineering Control

**162.20-11-6.11**

**Cover System**

**Periodic Review Report (PRR) Certification Statements**

1. I certify by checking "YES" below that:

a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and complete.

YES NO



2. If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the following statements are true:

(a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

(b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

(c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

(d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

(e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES NO



**IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and  
DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.**

**A Corrective Measures Work Plan must be submitted along with this form to address these issues.**

  
\_\_\_\_\_  
Signature of Owner, Remedial Party or Designated Representative

12/27/18  
\_\_\_\_\_  
Date

IC CERTIFICATIONS  
SITE NO. E518022

Box 6

**SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE**

I certify that all information and statements in Boxes 1, 2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Christopher J. Vose at 33-41 E. Main Street Johnstown, NY 12095  
print name print business address

am certifying as City Engineer of City of Johnstown (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.

  
Signature of Owner, Remedial Party, or Designated Representative  
Rendering Certification

12/27/18  
Date

IC/EC CERTIFICATIONS

Box 7

Qualified Environmental Professional Signature

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

ARCADIS OF NEW YORK, INC.

I STEFAN BAGNATO

print name

at BSS ROUTE 146 SUITE 210 CLIFTON PARK NY 12065

print business address

am certifying as a Qualified Environmental Professional for the

CITY OF JOHNSTOWN

(Owner or Remedial Party)

Stefan Bagnato

Signature of Qualified Environmental Professional, for  
the Owner or Remedial Party, Rendering Certification

Stamp  
(Required for PE)

12/11/18  
Date



Arcadis of New York, Inc.

855 Route 146

Suite 210

Clifton Park, New York 12065

Tel 518 250 7300

Fax 518 250 7301

[www.arcadis.com](http://www.arcadis.com)

A decorative graphic consisting of three thin orange lines. One line is horizontal, extending from the left edge of the page towards the right. Two other lines are diagonal, starting from the bottom left and extending towards the top right, intersecting the horizontal line.