

Division of Mineral Resources
MINING PERMIT APPLICATION



Department of
Environmental
Conservation

1. a. MINE FILE NUMBER 40346		1. b. DEC ID NUMBER 4-3899-00006/00006		7. MINED LAND PROJECT																									
2. NAME OF APPLICANT S.A. Dunn & Company, LLC				<table border="0" style="width:100%;"> <tr> <td style="width:80%;"></td> <td style="width:10%; text-align: center;">Yes</td> <td style="width:10%; text-align: center;">No</td> </tr> <tr> <td>a. Will the total acreage affected by mining for the entire mining site be equal to or greater than 5 acres?</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>b. Will the vertical depth from the top of the mine face to the floor exceed 20 feet?</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>c. Will there be on-site processing of mining products (eg. crushing, screening, washing) that requires an air permit?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>d. Will mining occur within 100 feet of a surface water body (eg. stream, lake) or wetland area?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>e. Will any consolidated materials be mined (eg. limestone, trap rock, sandstone)?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>f. Will mining occur within 500 feet of any dwelling?</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>g. Will mining ever occur below the water table?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>			Yes	No	a. Will the total acreage affected by mining for the entire mining site be equal to or greater than 5 acres?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Will the vertical depth from the top of the mine face to the floor exceed 20 feet?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. Will there be on-site processing of mining products (eg. crushing, screening, washing) that requires an air permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. Will mining occur within 100 feet of a surface water body (eg. stream, lake) or wetland area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. Will any consolidated materials be mined (eg. limestone, trap rock, sandstone)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Will mining occur within 500 feet of any dwelling?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. Will mining ever occur below the water table?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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3. TELEPHONE NUMBER 518-378-5227																													
4. PERMANENT ADDRESS: NUMBER & STREET NAME 209 Partition Street Ext. CITY Rensselaer		STATE NY		ZIP CODE 12144																									
5. CONTACT PERSON Curt Taylor		6. a. TELEPHONE NUMBER 518-650-6106																											
6. b. EMAIL ADDRESS Curtis.Taylor@wasteconnections.com				9. APPLICATION TYPE <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Transfer																									
8. TAXPAYER ID (If other than individual, provide Federal Taxpayer ID Number) 41-2240567				11. NAME OF MINERAL/MATERIAL TO BE MINED clay, sand and gravel																									
10. a. PRESENT PERMIT TERM Expiration Date 07 / 19 / 2022		10. b. COMING PERMIT TERM <input checked="" type="checkbox"/> 5 years <input type="checkbox"/> Other _____ years		12. b. Does the local government require any type of permit for mining at this location? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
12. LOCAL ORDINANCES a. Is mining prohibited at this location? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				13. b. If YES, give Mine File Number(s)																									
13. a. ARE ANY OTHER STATE MINING PERMITS CURRENTLY HELD BY THE APPLICANT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																													
14. Has any owner, partner, corporate officer or corporate director of your organization ever held any of these positions in another organization that has had a New York State mining permit SUSPENDED OR REVOKED or has had a New York State mined land reclamation bond FORFEITED ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, identify the person(s)																													
15. ACREAGE SUMMARY (To be filled in by applicant)				FOR OFFICIAL DEC USE ONLY																									
a. Total acreage controlled by owner at this location				_____ acres																									
b. Total acreage permitted by DEC prior to this application				_____ acres																									
c. Total acreage affected since April 1, 1975				_____ acres																									
d. Total acreage approved by DEC as reclaimed since April 1, 1975				_____ acres																									
e. Current affected acreage (c minus d)				_____ acres																									
f. Acreage included in this application, but not previously approved				_____ acres																									
g. New acreage to be affected during the coming permit term				_____ acres																									
h. Number of acres to be reclaimed during coming permit term				_____ acres																									
16. NAME OF MINING OPERATION <u>Dunn Mine and C&D Facility</u>																													
17. MINE LOCATION Road <u>Partition Street Extension</u> Nearest Road Intersection <u>Harrison Ave./Partition St. Extension</u> Town <u>North Greenbush/Rensselaer</u> County <u>Rensselaer</u>			18. MAP LOCATION a. Quadrangle Name <u>Troy South</u> b. <input type="checkbox"/> 15 minute <input checked="" type="checkbox"/> 7 1/2 minute FOR OFFICIAL DEC USE ONLY LATITUDE: _____ LONGITUDE: _____ NAD 83																										
19. NAME AND ADDRESS OF SURFACE LANDOWNER(S) S.A. Dunn & Company, LLC 4 Arrowhead Lane Cohoes, NY 12047			20. NAME AND ADDRESS OF MINERAL OWNER(S) S.A. Dunn & Company, LLC 4 Arrowhead Lane Cohoes, NY 12047																										
21. The surface landowner(s) and the mineral owner(s) of the property that is to be mined by the above applicant have read the Mined Land Use Plan, which sets forth the applicant's mining and reclamation plan for the property to be mined, and hereby irrevocably consent and agree to the performance of the Mined Land Use Plan by the applicant, his surety or insurer, or the NYS Department of Environmental Conservation. The surface landowner(s) and mineral owner(s) further agree to allow access to the property to Department personnel for the purpose of conducting inspections or investigations in the regular course of their duties.																													
SIGNATURE(S) OF SURFACE LANDOWNER(S) 		DATE <u>1/13/2022</u>		SIGNATURE(S) OF MINERAL OWNER(S) 																									
				DATE <u>1/13/2022</u>																									
22. I hereby affirm under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.																													
NAME, TITLE AND SIGNATURE OF APPLICANT OR AUTHORIZED REPRESENTATIVE <u>CURTIS B. TAYLOR II, REGIONAL ENGINEER</u>					DATE <u>1/13/2022</u>																								

MINING PERMIT APPLICATION INSTRUCTIONS

PLEASE TYPE OR PRINT CLEARLY

Submit 3 copies of this form. Answer all questions completely and accurately. Incomplete forms are unacceptable and will be returned.

If you have any questions regarding this form, contact the Mined Land Reclamation Specialist for the region in which the mine is or will be located (see map on the reverse side of this instruction sheet).

Submit your entire application package to the **Regional Permit Administrator** for the region in which the mine is or will be located (see map on reverse side).

SPECIFIC INSTRUCTIONS:

- Question 1a & b In "a", if the property has previously been included in a mining permit or application, enter the five digit Mine File Number and in "b", enter the DEC ID number, which is a ten digit number (e.g. 0-0000-00000).
- Question 2 Enter the name of the applicant.
- Questions 3 & 4 Enter the telephone number and permanent address of the applicant (e.g. Corporation, Partnership, L.L.C.).
- Question 5 Provide the name of a contact person.
- Questions 6a & b In "a", provide a telephone number and in "b", an email address of a contact person.
- Question 7 Answer questions "a" through "g" to assist DEC in determining the application's classification under Uniform Procedures Part 621. For renewal applications, this question may be left blank.
- Question 8 If the applicant is other than an individual person (eg. a corporation, partnership or sole proprietorship), enter the taxpayer ID number.
- Question 9 Check the appropriate box/boxes. If you are modifying your application at the time of renewal, check both the renewal and modification boxes. If you are transferring your permit, check transfer and modification.
- Question 10 In "a", enter the expiration date of your current permit. In "b", indicate the permit term for which you are applying.
- Question 11 Provide the name of the mineral/material to be mined (eg. sand and gravel, shale, limestone, clay, sandstone).
- Questions 12a & b Check the correct boxes regarding local laws, ordinances and permits. For renewals, this question may be left blank.
- Questions 13a & b Provide the mine file numbers of all mining permits currently held by the applicant (attach additional sheets, if necessary).
- Question 14 Give the history of permit suspensions, revocations, and bond forfeitures by persons in your organization. Use additional sheets of paper, if necessary.
- Question 15 Enter acreage figures. To determine acreage, "Affected" means the area of land from which overburden or a mineral is to be or has been removed or upon which refuse or spoil is to be or has been deposited; or lands disturbed by the construction or improvement of haulageways; or lands disturbed by storage areas, repair areas, shipping areas and areas in which equipment, machinery, tools or other personal property is situated. "Affected" land also includes any land disturbed by improper mining practices. If land was permitted to be mined in the current permit term, but has not yet been disturbed, include this in the acreage "affected".
- 15a Enter the total number of acres owned or controlled by the landowner at this location.
- 15b If this is a renewal or modification application, enter the total acreage previously reviewed and approved as part of the DEC's Life of Mine review (total number of acres of mineral reserves that will be mined over the duration of mining at that location) as indicated in the Mined Land Use Plan. For a new application, enter 0 acres.
- 15c Enter the number of acres "affected" at this site from April 1, 1975 to the present.
- 15d Enter the number of acres formally approved by DEC as having been reclaimed.
- 15e Subtract the number in "d" from the number in "c" to determine the currently "affected" acreage.
- 15f If this application includes acreage not previously reviewed and approved by DEC (Life of Mine review), enter the number of acres here.
- 15g Enter the number of additional acres (do not include acreage listed in question "e") proposed to be "affected" during the coming permit term (this may or may not include all, or a portion of, the area identified in question "f").
- 15h Enter the number of acres you expect to reclaim during the coming permit term.

* Acreage from 15e and 15g represent the total amount of "affected" acreage for the coming permit term, upon which the annual regulatory fees and reclamation bond will be calculated.

- Question 16 Provide the name of the mining operation.
- Question 17 Provide the location of the mine with sufficient detail for DEC staff to locate the mine for inspections.
- Question 18 Enter the name and check the correct box for the scale of the USGS quadrangle map that depicts the location of the mine. You must also include the actual map with the mine location marked on it along with your other application materials submitted to DEC.
- Questions 19 & 20 List the name and address of all surface landowners and mineral owners. Attach additional sheets, if necessary.
- Question 21 The signatures of all surface landowners and mineral owners are required on all applications. Attach additional sheet if necessary.
- Question 22 All applications must be signed by the applicant or an authorized representative of the company.



REGION 1
 SUNY @ Stony Brook
 50 Circle Road
 Stony Brook, NY 11790-3409
 (631) 444-0365
 dep.r1@dec.ny.gov

REGION 2
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 47-40 21st Street
 Long Island City, NY 11101-5407
 (718) 482-4997
 dep.r2@dec.ny.gov

REGION 3
 21 South Putt Corners Road
 New Paltz, NY 12561-1620
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REGION 4
 1130 North Westcott Road
 Schenectady, NY 12306-2014
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 dep.r5@dec.ny.gov

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 (716) 372-0645
 dep.r9@dec.ny.gov

ORGANIZATIONAL REPORT



Department of
Environmental
Conservation

INCOMPLETE FORMS ARE NOT ACCEPTABLE AND WILL BE RETURNED FOR COMPLETION

1. FULL NAME AND COMPLETE MAILING ADDRESS OF THE ENTITY. INCLUDE NAME AND TITLE TO WHOM ALL CORRESPONDENCE SHOULD BE SENT. S.A. Dunn & Company, LLC 209 Partition Street Extension Rensselaer, NY 12144 Attn: Corey Judd, District Manager EMAIL ADDRESS: coreyj@wasteconnections.com TELEPHONE (518) 431-9439 FAX NUMBER (518) 650-6109		2. FULL NAME AND COMPLETE MAILING ADDRESS OF AGENT IN NEW YORK WHO CAN BE SERVED ORDERS, NOTICES AND PROCESSES OF THE DEPARTMENT OR ANY COURT OF LAW. POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE. Corporation Service Company 80 State Street Albany, New York 12207-2543 EMAIL ADDRESS: sop@cscinfo.com TELEPHONE (518) 433-4740																	
3. TYPE OF ACTIVITY (Check those that apply) <table border="0"><tr><td><input type="checkbox"/> PRODUCTION—Oil, Gas, Injection or Geothermal Well(s)</td><td><input type="checkbox"/> SOLUTION MINING—Own/Operate Facility</td></tr><tr><td><input type="checkbox"/> STORAGE—Underground Gas or LPG Facility</td><td><input type="checkbox"/> BRINE DISPOSAL—Own/Operate Facility</td></tr><tr><td><input type="checkbox"/> PURCHASING—Of Oil or Gas from Others</td><td><input type="checkbox"/> STRATIGRAPHIC—Own Well or Hole</td></tr><tr><td><input type="checkbox"/> TRANSPORTATION—By Truck or Pipeline for Others</td><td><input checked="" type="checkbox"/> SURFACE MINING—Own/Operate Facility</td></tr><tr><td><input type="checkbox"/> PLUGGING—Plug and Abandon Wells for Others</td><td><input type="checkbox"/> UNDERGROUND MINING—Own/Operate Facility</td></tr><tr><td><input type="checkbox"/> DRILLING—Drill Wells for Others</td><td></td></tr></table>				<input type="checkbox"/> PRODUCTION—Oil, Gas, Injection or Geothermal Well(s)	<input type="checkbox"/> SOLUTION MINING—Own/Operate Facility	<input type="checkbox"/> STORAGE—Underground Gas or LPG Facility	<input type="checkbox"/> BRINE DISPOSAL—Own/Operate Facility	<input type="checkbox"/> PURCHASING—Of Oil or Gas from Others	<input type="checkbox"/> STRATIGRAPHIC—Own Well or Hole	<input type="checkbox"/> TRANSPORTATION—By Truck or Pipeline for Others	<input checked="" type="checkbox"/> SURFACE MINING—Own/Operate Facility	<input type="checkbox"/> PLUGGING—Plug and Abandon Wells for Others	<input type="checkbox"/> UNDERGROUND MINING—Own/Operate Facility	<input type="checkbox"/> DRILLING—Drill Wells for Others					
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<input type="checkbox"/> DRILLING—Drill Wells for Others																			
4. STATE WHETHER THE ENTITY IS A CORPORATION, LIMITED LIABILITY COMPANY, ASSOCIATION, PARTNERSHIP, INDIVIDUAL, PUBLIC AUTHORITY OR GOVERNMENTAL AGENCY, OR TRUST. IF FOREIGN (OUT-OF-STATE) CORPORATION, GIVE STATE AND DATE OF INCORPORATION AND DATE OF AUTHORIZATION TO DO BUSINESS IN NEW YORK STATE. IF PARTNERSHIP, STATE WHETHER GENERAL OR LIMITED AND COUNTY OF FILING. IF DBA, GENERAL PARTNERSHIP OR ASSUMED NAME OF A LIMITED LIABILITY PARTNERSHIP, GIVE COUNTY OF FILING. Entity: limited liability company State of formation: New York Date of formation: January 31, 2007		5. IF THE NAME ENTERED IN BOX 1 IS NEW, INCLUDE THE COMPLETE NAME AND ADDRESS OF THE PREVIOUS ENTITY.																	
6. IF ENTITY IS A CORPORATION OR ASSOCIATION, LIST ALL DIRECTORS AND ALL OFFICERS. IF A PARTNERSHIP, LIST ALL GENERAL AND ALL LIMITED PARTNERS. IF A LLC, LIST ALL MEMBERS. CHECK BOX IF ADDITIONAL SHEETS ARE ATTACHED. <input type="checkbox"/> <table border="1"><thead><tr><th>NAME</th><th>TITLE</th></tr></thead><tbody><tr><td>Rensselaer Region Landfill, Inc.</td><td>Member</td></tr></tbody></table>		NAME	TITLE	Rensselaer Region Landfill, Inc.	Member	7. LIST ALL PERSONS AUTHORIZED BY THE ENTITY TO SIGN ALL SUBMITTALS TO THE DEPARTMENT. AT LEAST ONE PERSON MUST BE LISTED. <table border="1"><thead><tr><th>NAME</th><th>TITLE</th></tr></thead><tbody><tr><td>Curt Taylor</td><td>Regional Engineer</td></tr><tr><td>Jeff Burrier</td><td>Division Landfill Manager</td></tr><tr><td>Matt Crockett</td><td>Regional Engineer</td></tr><tr><td>Mark Ceresa</td><td>Divisional Vice President</td></tr><tr><td>Corey Judd</td><td>District Manager</td></tr></tbody></table>		NAME	TITLE	Curt Taylor	Regional Engineer	Jeff Burrier	Division Landfill Manager	Matt Crockett	Regional Engineer	Mark Ceresa	Divisional Vice President	Corey Judd	District Manager
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Corey Judd	District Manager																		
<p>I affirm under penalty of perjury that the information provided in this report is true to the best of my knowledge and belief. I am aware any false statement made in this report is punishable pursuant to Section 210.45 of the Penal Law.</p>																			
TYPE OR PRINT NAME OF AUTHORIZED PERSON Worthing F. Jackman, President and Chief Executive Officer		SWORN TO AND SUBSCRIBED BEFORE ME, THIS <u>12th</u> DAY OF <u>January</u> 20 <u>22</u> NOTARY PUBLIC, <u>Denise Bachmeyer</u>																	
SIGNATURE 		DATE January 12, 2022																	



DENISE BACHMEYER
My Notary ID # 11084122
Expires May 20, 2022

DUNN MINE AND C&D FACILITY

MINED LAND USE PLAN

Prepared For:

S.A. DUNN & COMPANY, LLC

Prepared By:

**CIVIL & ENVIRONMENTAL ENGINEERING,
LANDSCAPE ARCHITECTURE AND LAND SURVEYING, PLLC**

CEE PROJECT 182-442

JANUARY 2022

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FIGURES

Figure 1 – USGS Site Location Map

Figure 2 – Mining Site Plan

Figure 3 – Reclamation Plan-Excavation Limits

Figure 4 – Reclamation Plan-Final Grades C&D Facility

Figure 5 – Reclamation Plan-MSE Berm Inset

Figure 6 – MSE Berm Cross Section

Figure 7 – MSE Berm Typical Cross Section

Figure 8 – Topsoil Inventory map

APPENDICES

Appendix A – Description of Permanent Easement

1.0 INTRODUCTION

The Dunn Mine and C&D Facility is an existing sand and gravel mine and construction and demolition debris (C&D) disposal facility owned and operated by S.A. Dunn & Company, LLC (S.A. Dunn). The facility operates under an existing New York State Department of Environmental Conservation (NYSDEC) permit (Permit ID 4-3899-00006/00006). Under the current permit, the site performs mining operations with the final stage of reclamation achieved when landfill liner is constructed.

S.A. Dunn plans to modify the Mined Land-Use Plan (MLUP) reclamation plan to include revised excavation grades and to incorporate construction of a mechanically stabilized earthen (MSE) berm on the north side of the facility. This document has been prepared in accordance with 6 NYCRR Part 422 to present the mining and reclamation methods for the mine, including proposed modifications to the Final Reclamation Plan.

1.1 LOCATION AND SITE DESCRIPTION

Dunn Mine and C&D Facility is an existing sand and gravel mine and construction and demolition debris (C&D) disposal facility located in Rensselaer and North Greenbush, New York (located at 209 Partition Street Extension in Rensselaer, NY). The site is bordered to the north by the Rensselaer Junior/Senior High School and Van Rensselaer Elementary School, and associated sports fields, to the east by the Holy Sepulchre Cemetery, to the south by private land, and to the west by undeveloped city-owned land adjacent to private property.

The current life of mine limit encompasses 73.34 acres. This area includes the facility entrance road, scale house and scales, access roads, constructed landfill cells, mining areas, sediment ponds, and maintenance garage. Approximately 37.0 acres within this limit have been constructed and are operational as landfill baseliner (Phases 1, 2, 3, 4, 5, 6A, 6B, 6C and 7A); Phase 10A is currently under construction and is anticipated to be operation in spring 2022. Existing conditions, including the limit of the life of mine and the constructed C&D landfill area, are depicted on Figure 2.

1.2 PERMIT AMENDMENT

Modification to the MLUP to include an MSE berm was stipulated by the Order On Consent, issued by the NYSDEC, dated June 7, 2019. The Schedule of Compliance, item 2 states "...[S.A. Dunn & Company, LLC] must submit a joint mined land reclamation permit modification

application and a solid waste management facility modification and plans... to the Department for the construction of a berm on the northern and northeastern perimeter of the Mine Site.” To meet this requirement, the facility is obligated to construct a berm. Due to construction of the berm preceding construction of the landfill liner on the interior slope of the berm, the proposed MSE Berm will be a modification to the reclamation plan, representing a change to the existing approved MLUP.

The proposed MSE Berm will reduce the life of mine limit by 2.27 acres. Additionally, as a result of installation of the berm, excavation grades will be modified to accommodate the footprint of the proposed MSE Berm while maintaining easements to adjacent properties and existing utilities. The revised excavation grades will not extend grades below previously approved excavation limits for mining. Mining for sand and gravel will continue unchanged using the existing approved mining methods, and environmental controls will continue to be implemented in accordance with existing procedures.

The proposed MSE Berm will not substantially change the final reclamation plan as the MSE Berm will be incorporated into the design of the reclamation land-use solid waste operations. The proposed MSE Berm will not increase the disposal capacity of the reclamation land-use solid waste operations. In fact, the proposed configuration reduces site disposal capacity by approximately 220,000 cubic yards compared with the permitted plans. The proposed MSE Berm will provide an improved visual barrier to mine operations and to reclamation land-use solid waste operations as compared to the currently approved land-use plans.

2.0 MINING PLAN

2.1 PRESENT USE

The extents of disturbed land affected by the proposed MSE Berm and excavation grades are located within the current life of mine limits. The area is part of the operational north pit and is subject to varying conditions including active extraction of materials, stockpiling, and temporary vegetative cover.

The mine is considered surface unconsolidated and mines for sand and gravel. The only structure within the limit of mine area is a maintenance garage that is to be removed as part of the mining process at a later date. Temporary stormwater basins are constructed as needed, however stormwater within active mining areas currently infiltrates through exposed sand and does not require redirection. There is an existing tree line along the perimeter of the site that provides screening of operations.

2.2 MINING METHODS

2.2.1 Extraction

The proposed MSE Berm includes revised excavation grades; however, the revised grades do not expand the area to be mined or extend below previously approved excavation grades. The proposed MSE Berm will not affect the current extraction process.

Sand and gravel is extracted from open-face borrow areas using various heavy machinery including, but not limited to, excavators and front-end loaders. When material is extracted for immediate off-site disposition, the sand or gravel is loaded directly from the borrow area into dump trucks or trailers. Material extracted for on-site use, or for non-immediate off-site disposition, is transported on-site in end-dumps to final use locations or to temporary maintained stockpile locations.

Other forms of extraction, including drilling and blasting, are not used at the facility.

2.2.2 Sequencing

2.2.2.1 *Continued Mining Operations*

The proposed MSE Berm will not affect the general sequencing of mining across the property. Mining operations are currently located in the north pit of the mine and are generally conducted circumferentially ahead of the post-use landfill operations. Mining operations will progress from the southeast portion of the site northward toward the northeast perimeter and the MSE Berm.

2.2.2.2 *Existing Easements and Utilities*

The proposed MSE Berm and excavation grades will not interfere with existing easements or utilities in the vicinity of the mine. Mining operations will maintain a 25-foot offset from adjacent properties, as well as from the existing water main easement. The water main approaches the site on the east, and then turns northward to run adjacent to and within the northern property line before turning westward and exiting the property, though continuing nearby to the property line. The water main easement encompasses 25 feet along the northern property boundary. Exhibit B – Description of Permanent Easement of the Real Estate Purchase Agreement between S.A. Dunn & Company, LLC and the City of Rensselaer, detailing the easement on the property, is included in Appendix A.

2.2.3 Disposition of Materials

The proposed MSE Berm will not affect the process for which mined materials are processed. All materials mined are used on the property or otherwise sold in private sale. To the extent possible, the mined soils are used on-site for concurrent reclamation solid waste operations including baseliner construction or daily cover of in-place C&D material. Additionally, to the extent practicable, the proposed MSE Berm will be constructed from material mined from the site. Materials extracted for future use are maintained and treated in such a way as to prevent their becoming unstable, hazardous, a source of pollution of the environment, or damaging to other properties. Treatment may include, but is not limited to, stabilization of the material by stockpiling, grading, or, installation of natural or artificial covering.

There is no inherent refuse from the extraction process.

2.2.4 Haulageways

The proposed MSE Berm will not affect existing or planned haulageways or traffic patterns on the mine site.

Access to the site is via Partition Street Extension in Rensselaer, NY. The existing gate is secured during periods of non-use to prevent unauthorized access into the facility. Internal circulation of vehicles is primarily on constructed gravel access roads constructed for each future phase of reclamation use. Additional access roads constructed for mine access are incorporated into reclamation use to the maximum extent possible.

Roads are regularly maintained to prevent erosion and dust pollution. The access roads are pitched inwards toward either open sand faces for infiltration of the stormwater or towards stormwater swales that drain to on-site stormwater basins. To further prevent erosion, access roads are regularly treated with additional gravel and maintained by a bulldozer. Access roads are treated to prevent dust pollution by a dedicated haul road water truck. Water for the water truck is obtained from an on-site fire hydrant located along the western perimeter of the site. A tire washbasin, also supplied with water from the fire hydrant, is provided for use to all traffic along the perimeter access road prior to leaving the site. In the event that materials from the site are tracked off-site, a street cleaning vehicle is contracted to the site for as-needed use.

2.3 POLLUTION PREVENTION AND CONTROL

2.3.1 Dust and Noise Control

The proposed MSE Berm will not affect current operations, accordingly, ongoing dust control and noise mitigation operations will continue in accordance with best management practices.

Haulageways, and other vehicle staging areas such as around the fire hydrant, are maintained with gravel, instead of sand, to minimize dust from traffic. Water is applied to haulageways and other parts of the mine, as often as necessary, to prevent visible dust from leaving the mine property. Exposed faces of the mine and stockpiles are regularly treated with hydroseed to encourage vegetative growth and prevent migration of dust from the site. Site operations are and will continue to be conducted in accordance with the most recently approved Dust Control Plan. Mining equipment on site is equipped with back-up alarms that activate only when an intra-red sensor detects personnel in the vicinity of the equipment.

2.3.2 Drainage and Water Control

The proposed MSE Berm will not affect the current stormwater practices within the mining area. All stormwater within the limit of the mine is contained within said limit and directed toward either open sand for infiltration or temporary on-site stormwater basins.

2.3.3 Screening

The proposed MSE Berm will visually screen operations as compared to existing permitted conditions. A Visual Resource Assessment dated June 2021 prepared by Saratoga Associates, concludes that the MSE Berm will provide an improved visual barrier from areas north and proximate to mine operation and to reclamation land-use solid waste operations as compared to currently approved land-use plans.

3.0 RECLAMATION PLAN

3.1 LAND USE OBJECTIVE

3.1.1 Landfill

Under the current permit, the site performs mining operations with the final stage of reclamation achieved when landfill liner is constructed for the Dunn Construction and Demolition (C&D) landfill. The current C&D disposal footprint, representing continuing reclamation, includes Phases 1, 2, 3, 4, 5, 6A, 6B, 6C and 7A of baseliner construction; Phase 10A is currently under construction. The facility has been and will continue to be designed, constructed and operated in accordance with 6 NYCRR Part 360 regulations.

The proposed MSE Berm and excavation grades will result in a reduction in the C&D disposal footprint by approximately 1.2 acres. Modified excavation grades associated with the addition of the proposed MSE Berm are shown on Figure 3 and the final grades associated with the C&D facility are shown on Figure 4. Final waste grades will be modified in portions of the landfill but will not exceed the maximum permitted elevation of the site and have been modified only in areas adjacent to the MSE Berm. The design capacity relative to the MSE Berm modification will be reduced as a result of the proposed MSE Berm by approximately 220,000 cubic yards.

3.1.2 MSE Berm

The proposed MSE Berm is designed to screen views of the mine and reclamation use to viewers from north and east of the property. The proposed MSE Berm will be located along the northern and northeastern periphery of the property primarily within areas previously permitted for waste placement. The location of the proposed MSE Berm necessitates modifications to the previously permitted baseliner and final cover slope configurations.

3.1.2.1 Design

Under previously approved plans, the perimeter berm was to be constructed with the toe of slope beginning at approximately existing subgrade elevations of 205-feet, rising at a 3H:1V slope to permitted final waste elevations of 324-feet while maintain a minimum 5% slope across the top plateau. Previously permitted berm elevations allowed for waste operations to be visible once

waste placement inside the landfill reached the berm elevation, which roughly coincided with existing ground levels.

The intrinsic vertical design function of the proposed MSE Berm results in a change to the vertical location of the crest of waste placement, the elevation of waste at the limit of waste, of approximately 40 to 60 feet, depending on the location. The change in elevation of waste at the limit of waste does not result in a subsequent 40 to 60 foot increase in waste elevations throughout the landfill. The final cover grading configuration has been adjusted to accommodate the proposed MSE Berm while maintaining adherence to 6 NYCRR Part 360 regulations and without exceeding the permitted final cover peak elevation.

The toe of the proposed MSE Berm will also start at approximately current existing conditions elevations; however, it will be set back a minimum of 25-feet from the property line and 25-feet from the water main easement, representing a significant increase in the setback from previously approved plans. It will be constructed with the interior slope in accordance with 6 NYCRR Part 360 regulations and the exterior slope at a slope of one (1) vertical to one half (0.5) horizontal with geo-grid reinforcement and a vegetated exterior. Proposed interior subgrade elevations will be above previously permitted subgrade elevations, resulting in a reduction in mining excavation volume. The elevation at the top of the proposed MSE Berm will be approximately 40 to 60 feet above existing grade, and the previously permitted berm, with a nearly vertical exterior slope. The exterior slope of the proposed MSE Berm represents a deviation to, and exclusion from, the grading regulations found in 422.3 Reclamation Plan, Specific Provisions Section (d)(2)(v) as a MSE Berm is a constructed, mechanically stabilized berm, which is not addressed in the grading section, in either specifics or generalities, as opposed to a “mine face which is loose or fractured and unlikely to hold a stable slope ,” or a “ridge, peak[s], and [/or] slope[s] created either by excavation of a mineral or by the disposal of spoil...” The nearly vertical sideslopes of the proposed MSE Berm, in conjunction with the proposed height of it, will provide visual screening of the landfill operations from the adjacent property to a much greater degree than permitted conditions; waste operations will be minimally visible from the north until waste placement reaches approximately the final 45-feet of air space.

The overall length of the proposed MSE Berm is approximately 2,480 feet, including approximately 580 feet adjacent to the north pond, 950 feet on the north side, and 950 feet on the east side, as measured along the exterior, and encompasses a footprint of approximately 3.4-acres, as measured from the exterior toe of the berm to the limit of waste.

The proposed MSE Berm will consist of a perimeter berm on which a stormwater swale and access road consistent with the current landfill permit will be constructed. The exterior-facing slopes will be vegetated with grass.

The feasibility of planting along the top of the berm has been evaluated and it was determined that only evergreen shrubs with shallow root systems should be installed. An 18-foot wide planting area has been provided along the berm on the northern perimeter. This area is shown on Figure 5 and will be planted with evergreen shrubs (e.g., boxwood, arborvitae, or approved equal) to provide a landscaped appearance. The geogrid beneath the planting may need to be cut to accommodate the root ball depending on the type and size of shrub and depth of fill above the first layer of geogrid at the time of planting. Localized removal of small sections of geogrid to accommodate plantings will not affect long-term stability of MSE Berm. A detail depicting a general cross-section of the proposed MSE Berm along the north is shown in Figure 7.

The proposed MSE Berm will be constructed with approved fill material sourced from the mine or imported fill if necessary to meet structural requirements.

3.1.2.2 Stability

The proposed MSE Berm has been evaluated for stability in relation to the veneer slope stability of the liner system during construction, the interim and overall slope stability of the liner system and waste mass under several intermediate and final waste slope conditions, and for final cover system slope stability. The landfill is not located in a seismic impact zone and, as such, further seismic analysis was not conducted. A full stability report can be found in the 6 NYCRR 360 Permit Modification Application for the Dunn Mine and C&D Facility MSE Berm Modification report, dated January 2022.

3.1.2.3 Visual Screening

As discussed previously, the MSE Berm visually screens operations as compared to current permit conditions and provides an improved visual barrier from areas north and proximate to operations and to reclamation land use solid waste operations. The proposed final design grades do not exceed the maximum permitted elevation, nor do they significantly modify the location of the peak elevation and resulting areas from which the landfill is visible.

3.2 RECLAMATION METHODS

The proposed MSE Berm and revised excavation grades do not affect existing reclamation methods outside the limit of disturbance associated with the construction of the proposed MSE Berm. Areas of C&D operations inside the life of mine limits, including operating cells, stormwater management areas, roadways, equipment storage areas, and other support areas will not be subject to the reclamation methods described below.

3.2.1 Disposition of Materials

The proposed MSE Berm and revised excavation grades do not affect current methods for disposition of materials including disposal of refuse, spoil, stockpiles or personal property. Refuse associated with the reclamation land-use is managed in accordance with 6 NYCRR Part 360 regulations. Stockpiles on site are managed so as to meet the requirements of grading, erosion control and revegetation in accordance with applicable standards from 6 NYCRR Part 422 regulations. Prior to full implementation of the Final Reclamation Plan, all machinery, equipment, tools, and other personal property will be removed from the permit area, disposed of on the site or incorporated into the final use of the affected land.

3.2.2 Haulageways

The proposed MSE Berm will relocate the perimeter access road along the northern edge of the property from existing subgrade elevation to the top of the proposed berm. Other haulageways within the permit area will not be affected by the proposed MSE Berm and will be incorporated into the final use of the land or shall be reclaimed in accordance with the standards applicable to other affected lands.

3.2.3 Drainage and Water Impoundments

The proposed MSE Berm does not affect existing plans pertaining to drainage or water impoundments. As the reclamation land use represents an end use for all mined areas and since surface flow water is and will be internal to the mine, additional drainage areas and impoundments needed outside the mining operations area will be constructed as needed in accordance with 6 NYCRR Part 360 and 363 regulations.

The existing water main located in the periphery of the proposed north pond will not be exposed or undermined by the installation of the proposed north pond nor will access to the water main be hindered by installation of the proposed north pond. The proposed north pond is located 25-feet from the property line along the western edge and outside the 25-foot setback from the water main easement on the northern edge.

The proposed north pond is designed for future use by the C&D landfill and does not, and will not, have stormwater from the mine directed toward it.

3.2.4 Grading

All ridges, peaks, and slopes created by excavation of sand or gravel or by the disposal of spoil will be left with slopes no steeper than one (1) vertical on one and one half (1-½) horizontal.

3.2.4.1 *Landfill*

The proposed MSE Berm and revised excavation grades will modify the footprint of the C&D landfill by reducing the total waste footprint by approximately 1.2-acres. Methodologies for placing waste will not change and will continue in accordance with 6 NYCRR Part 360 and Part 363 regulations. Based on the elevation at the top of the proposed MSE Berm, vertical waste placement above the berm will begin approximately 40 to 60-feet above the elevation of the previously approved perimeter berm, as shown in Cross Sections A-A' on Figure 6. Placement of waste will progress with a slope no steeper than one (1) vertical on three (3) horizontal on the exterior slopes until reaching the permitted waste elevation of 324 feet. Though the elevation of waste in particular areas will increase, no waste will exceed previously permitted waste elevations. The proposed MSE Berm and revised grades will not increase the permitted airspace.

3.2.4.2 *MSE Berm*

The MSE Berm will be constructed in engineered lifts on prepared subgrade with an interior slope built in accordance with 6 NYCRR Part 360 regulations exterior slope and an exterior slope of one (1) vertical to one half (0.5) horizontal; the exterior slope of the MSE Berm will not be created by excavation of sand or gravel or by the disposal of spoils from the mine.

3.2.5 Revegetation

Revegetation of the proposed MSE Berm is achieved by a multifaceted approach. The purpose of the berm is to screen operational views of the site by interrupting the line of sight of the currently mostly exposed view of the mine and post-use operations with a vegetated, stepped wall behind which most operations will not be seen from the northern adjacent areas. The exterior of the proposed MSE Berm will appear as a steeply stepped grassed wall. The seed mixture to be applied at completion of construction is presented in the MSE Berm Construction Plans.

Intermediate and final cover soils will be installed and seeded with a mixture of native grasses as intermediate and final grading elevations are achieved. The final cover slope configuration has remained unchanged except for areas adjacent to the MSE Berm to enable positive drainage from interior areas to the stormwater management systems.

The proposed MSE Berm and revised excavation grades do not affect the existing revegetation plans outside the footprint of the berm. Outside the footprint of the proposed MSE Berm and inside the life of mine limits, a temporary vegetative cover will be established with the objective of stabilizing the land area to prevent erosion, prior to the construction of the C&D landfill liner. Once final excavation grades have been achieved, a minimum of six inches of a cover material with a soil composition capable of sustaining plant growth will be placed over all disturbed lands that are not otherwise utilized. A seed mixture recommended from within the New York State Revegetation Procedures Manual – Surface Mining Reclamation will be applied to all exposed soils to encourage the growth of an acceptable vegetative cover. See Figure 8 – Topsoil Inventory Map Current Conditions for the current inventory of topsoil located on site and the required topsoil needed for revegetation based on current conditions. S.A. Dunn maintains financial security in accordance with NYSDEC calculated reclamation amounts.

3.3 SCHEDULE

3.3.1 Affected Areas in Coming Term

It is anticipated that approximately 15.6 acres will be affected in the coming term. This includes construction of three phases of the disposal area, including phases 10A, 10B, 10C, 9, and 8A. The proposed MSE Berm will be constructed in conjunction with Phases 8B and 7B.

3.3.2 Life of Mine

The proposed MSE Berm and revised excavation grades will decrease the life of mine area by 2.27 acres. The life of mine has been adjusted to maintain a 25-foot setback from the property area line to any grading of site features that exceeds the natural repose of the mined materials.

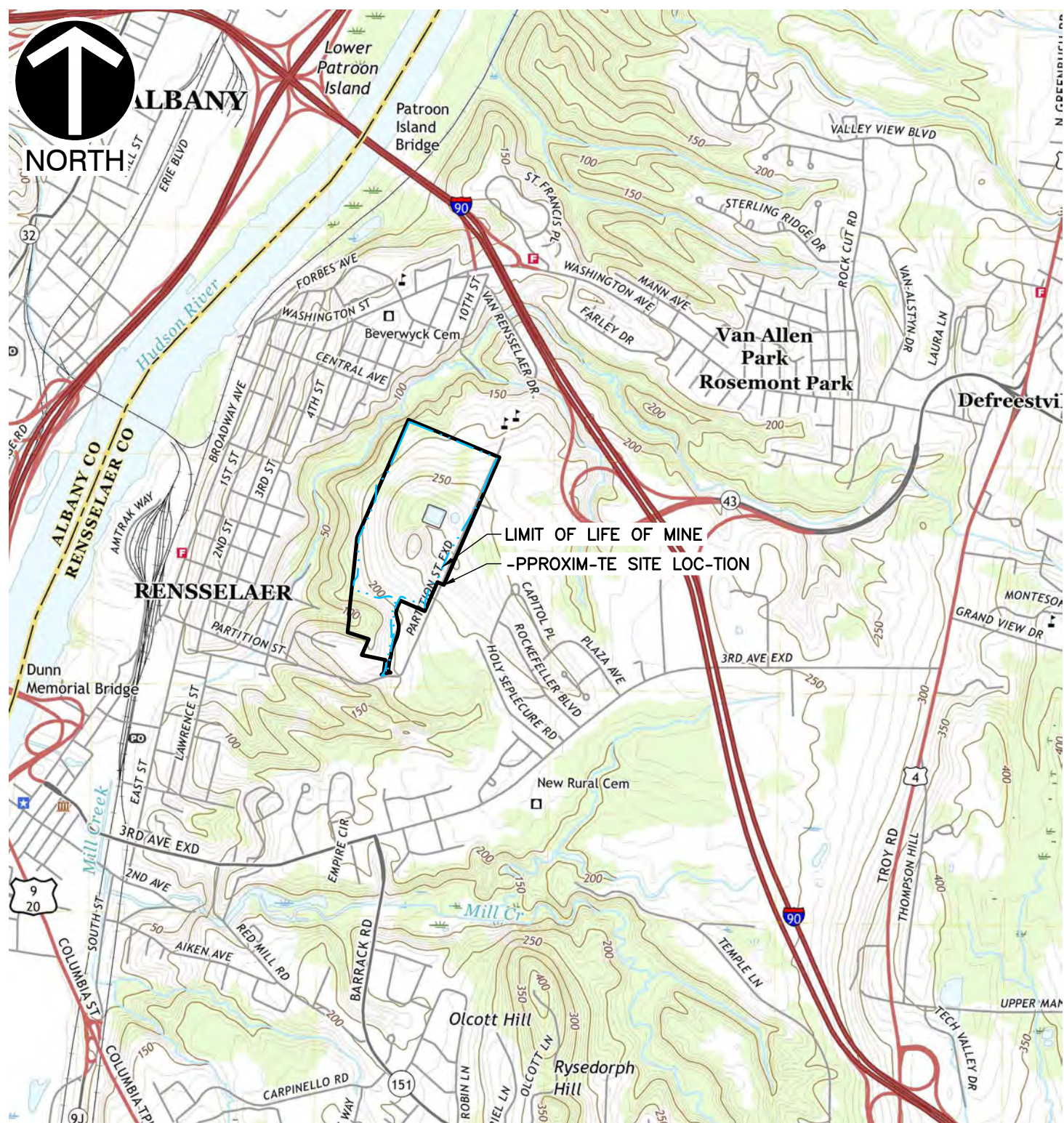
3.3.3 Contingency Plan

The proposed MSE Berm and revised excavation grades do not affect the existing contingency plan.

S.A. Dunn & Company, LLC will provide formal notification to the NYSDEC within 30 days after termination of mining. When the mine has ceased operation, all affected land will be reclaimed as part of the C&D operations within two years.

FIGURES

P:\2018\182-442\C-00\DWG\SW16-Mining Permit Figures\182-442-SW16-Fig 1-Site Map.dwg{FIGURE 1} LS:(1/10/2022 - ewilson) - LP: 1/10/2022 12:02 PM



**Civil & Environmental Engineering,
Landscape Architecture and Land Surveying, PLLC**

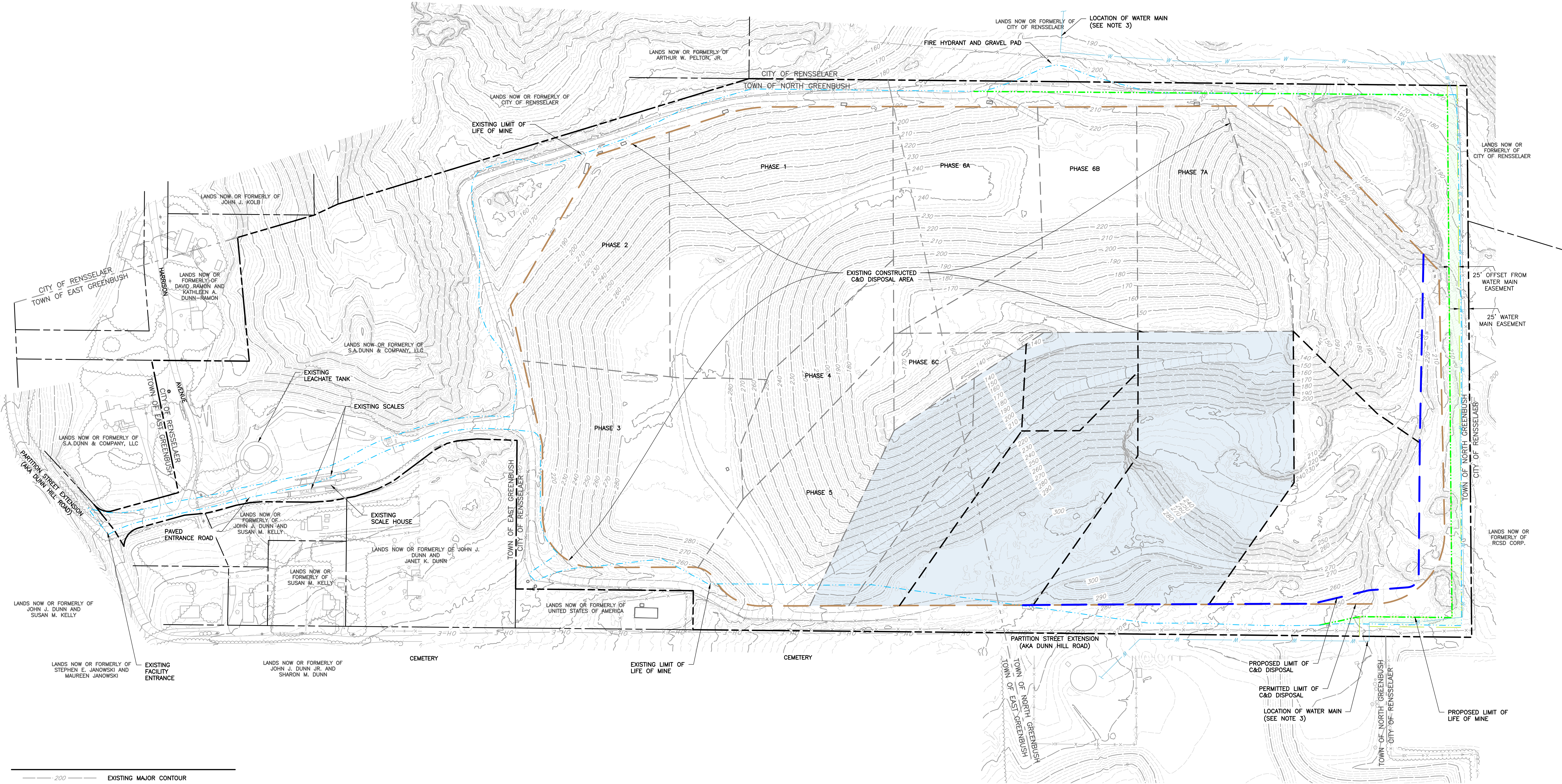
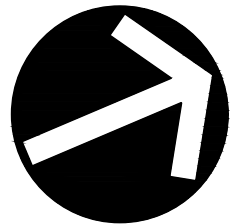
31 Bellows Road
Raynham, MA 02767

**MINING PERMIT MODIFICATION
DUNN MINE AND C&D FACILITY
S.A.DUNN & COMPANY, LLC
RENSSELAER, NEW YORK**

SITE LOCATION PLAN

DRAWN BY:	EMW	CHECKED BY:	KFH	APPROVED BY:	AJK	FIGURE NO.:
DATE:	JANUARY 2022	DWG SCALE:	1"=2,000'	PROJECT NO:	182-442	

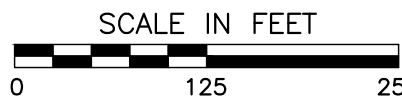
1



- 200
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING FENCE
- EXISTING PAVED ROAD
- EXISTING UNPAVED ROAD
- EXISTING TREE LINE
- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING TOWN LINE
- EXISTING PERMITTED LIMIT OF C&D DISPOSAL AREA
- EXISTING CONSTRUCTED C&D DISPOSAL AREA
- EXISTING LIMIT OF LIFE OF MINE
- EXISTING WATER MAIN
- EXISTING WATER MAIN EASEMENT
- PROPOSED LIMIT OF LIFE OF MINE
- PROPOSED LIMIT OF C&D DISPOSAL AREA
- AREA TO BE RECLAIMED DURING COMING PERMIT TERM
- REDUCED AREA TO LIMIT OF LIFE OF MINE

- UNLESS NOTED OTHERWISE, EXISTING TOPOGRAPHY WAS COMPILED BY SOUTHERN RESOURCES' MAPPING CORPORATION USING PHOTOGRAMMETRIC METHODS FROM PHOTOGRAPHY DATED MARCH 16, 2021, AND SUPPLEMENTED WITH TOPOGRAPHY FROM OCTOBER 7, 2020 AND NOVEMBER 4, 2020. SURVEY CONTROL DATA WAS PROVIDED BY WASTE CONNECTIONS, INC.
- PROPERTY LINE INFORMATION WAS TAKEN FROM A PLAN TITLED "ALTA/ASCM LAND TITLE BOUNDARY SURVEY, LANDS OF KELLY AND DUNN TO BE CONVEYED TO S.A. DUNN & COMPANY, LLC," PREPARED AND SEALED BY WILLIAM H. CURRAN, AND UPDATED AS NECESSARY BASED ON AVAILABLE TITLE INFORMATION.
- LOCATION OF WATER MAIN SHOWN EXTENDING SOUTHWARD TO THE EAST OF THE PROPERTY BOUNDARY, AND SHOWN EXTENDING WESTWARD ON THE WEST SIDE OF THE PROPERTY, OBTAINED FROM PDF TITLED "PLAN OF SURVEY, CITY OF RENSSELAER, PROPOSED 14" WATERMAIN, REPLACEMENT WATER STORAGE & TRANSMISSION PLAN," BY THE CITY OF RENSSELAER, DATED JULY 13, 2015.

EXISTING LIFE OF MINE AREA:
TOTAL= 73.34 ACRES
PROPOSED LIFE OF MINE AREA:
TOTAL= 71.07 ACRES
REDUCED LIFE OF MINE AREA:
TOTAL= 2.27 ACRES
ACREAGE TO BE RECLAIMED
DURING COMING PERMIT TERM:
TOTAL= 15.6 ACRES



REVISION RECORD	
NO.	DATE

Civil & Environmental Engineering,
Landscape Architecture and Land Surveying, PLLC
31 Bellows Road
Raynham, MA 02767

MINING PERMIT MODIFICATION
DUNN MINE AND C&D FACILITY
S.A. DUNN & COMPANY, LLC
RENSSELAER, NEW YORK

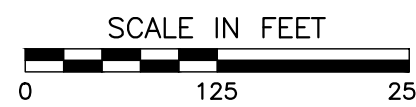
EXISTING MINED LAND USE PLAN

DATE:	JANUARY 2022	DRAWN BY:	TLG
DWG SCALE:	1"=125'	CHECKED BY:	EMW
PROJECT NO.:	182-442	APPROVED BY:	ALJK

FIGURE NO.:

2

SHEET 2 OF 8

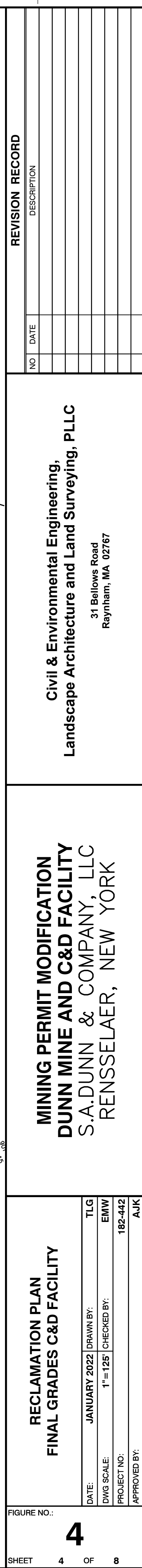


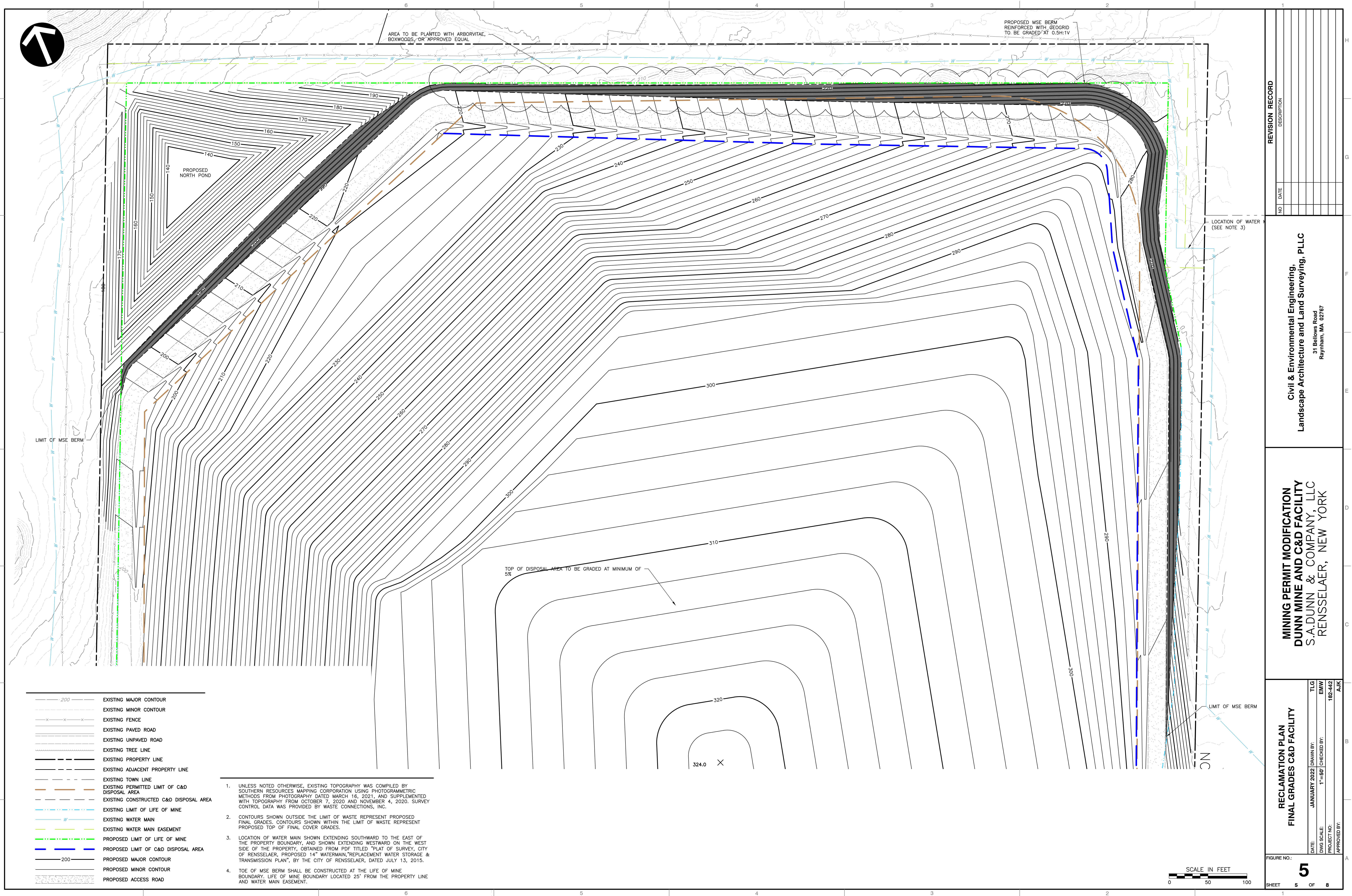
1. UNLESS NOTED OTHERWISE, EXISTING TOPOGRAPHY WAS COMPILED BY SOUTHERN RESOURCES MAPPING CORPORATION USING PHOTOGRAMMETRIC METHODS FROM PHOTOGRAPHY DATED MARCH 16, 2021, AND SUPPLEMENTED TOPOGRAPHY FROM OCTOBER 2020 AND 2020. SURVEY CONTROL DATA WAS PROVIDED BY WASTE CONNECTIONS, INC.	7. CONTOURS SHOWN WITHIN EXISTING PHASE 5 REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM A PLAN TITLED "FINAL SUBGRADE TOPOGRAPHY" DATED AUGUST 1, 2015 AND SEALED BY WILLIAM M. CURRAN.
2. BOLD CONTOURS SHOWN WITHIN THE PROPOSED LANDFILL PERIMETER LIMIT REPRESENT PROPOSED TOP OF SUBGRADE LAYER ELEVATIONS WHICH WILL BE REVISED FROM THE PREVIOUSLY APPROVED PERMITTED GRADES. FADED CONTOURS SHOWN WITHIN THE PROPOSED LANDFILL PERIMETER LIMIT REPRESENT PREVIOUSLY EXISTING OR RECORD SUBGRADE LAYER ELEVATIONS.	8. CONTOURS SHOWN WITHIN EXISTING PHASES 6A AND 6B REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM PLANS TITLED "FINAL SUBGRADE TOPOGRAPHY" DATED MAY 31, 2018 FOR PHASE 6A AND AUGUST 19, 2018 FOR PHASE 6B.
3. CONTOURS SHOWN WITHIN EXISTING PHASE 4 REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM A PLAN TITLED "FINAL SUBGRADE TOPOGRAPHY" DATED SEPTEMBER 22, 2014 AND SEALED BY WILLIAM M. CURRAN.	9. CONTOURS SHOWN WITHIN EXISTING PHASE 6C REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM PLANS TITLED "FINAL SUBGRADE TOPOGRAPHY" PHASE 6C" DATED SEPTEMBER 11, 2020 AND SEALED BY WILLIAM M. CURRAN.
4. CONTOURS SHOWN WITHIN EXISTING PHASE 2 REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM A PLAN TITLED "FINAL SUBGRADE TOPOGRAPHY" DATED AUGUST 1, 2015 AND SEALED BY WILLIAM M. CURRAN.	10. CONTOURS SHOWN WITHIN EXISTING PHASE 7A REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM PLANS TITLED "FINAL SUBGRADE TOPOGRAPHY" DATED AUGUST 28, 2019 FOR PHASE 7A1 AND OCTOBER 24, 2019 FOR PHASE 7A2.
5. CONTOURS SHOWN WITHIN EXISTING PHASE 3 REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM A PLAN TITLED "FINAL SUBGRADE TOPOGRAPHY" DATED AUGUST 1, 2015 AND SEALED BY WILLIAM M. CURRAN.	11. CONTOURS SHOWN WITHIN EXISTING 10A REPRESENT PERMITTED TOP OF SUBGRADE.
6. CONTOURS SHOWN WITHIN EXISTING PHASE 4 REPRESENT AS-BUILT TOP OF SUBGRADE ELEVATIONS COMPLETED WITH GROUND SURVEY BY KUBRICKY CONSTRUCTION CORPORATION, FROM A PLAN TITLED "FINAL SUBGRADE TOPOGRAPHY" DATED AUGUST 1, 2015 AND SEALED BY WILLIAM M. CURRAN.	12. LOCATION OF WATER MAIN SHOWN EXTENDING SOUTHWARD TO THE EAST OF THE PROPERTY BOUNDARY, AND SHOWN EXTENDING WESTWARD ON THE WEST SIDE OF THE PROPERTY, OBTAINED FROM PDF TITLED "PLAN OF SURVEY, CITY OF RENSELAER, PROPOSED 14" WATER MAIN REPLACEMENT WATER STORAGE & TRANSMISSION PROJECT," BY THE CITY OF RENSELAER, DATED JULY 13, 2015.
	13. TOP OF MUD DEEP SHALL BE CONSIDERED AT THE LINE OF MAIN BOUNDARY.

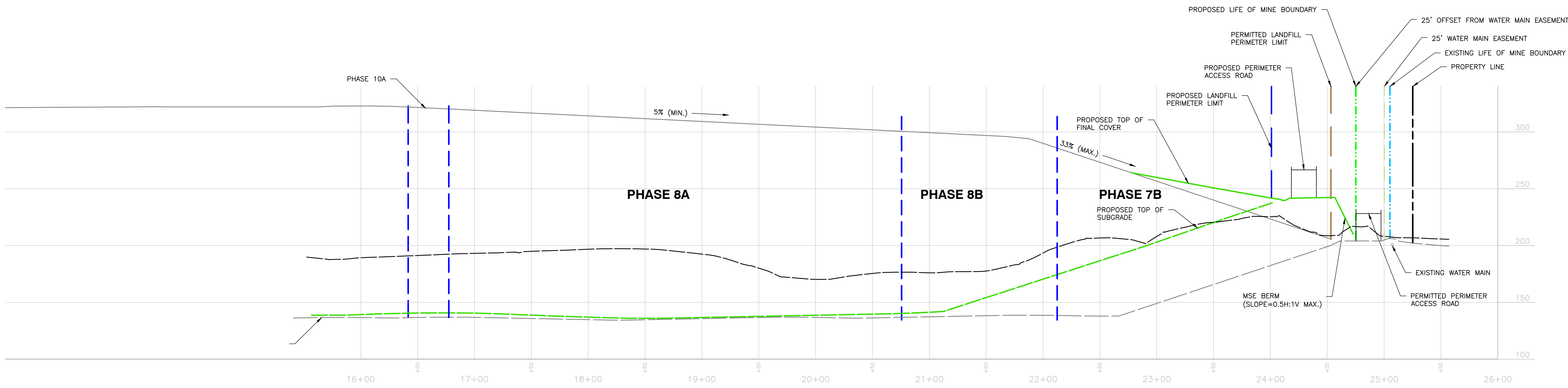
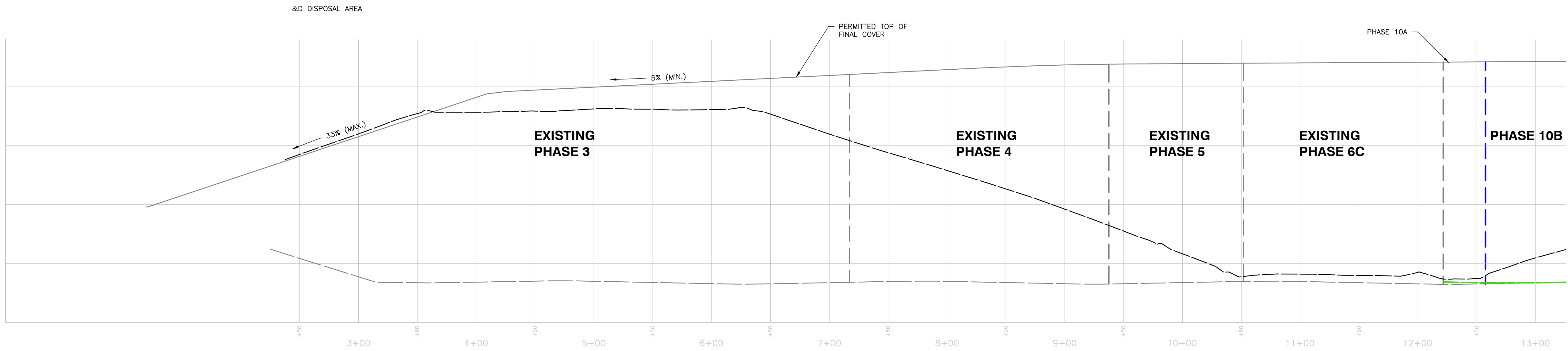
C&D DISPOSAL PHASE:	8A:	6.8 ACRES
	9:	3.7 ACRES
	10A:	1.8 ACRES
	10B	1.9 ACRES
	10C	1.4 ACRES
	TOTAL:	15.6 ACRES

DATE:	JANUARY 2022	DRAWN BY:	TLG
PROJECT NO.:		CHECKED BY:	EMW
APPROVED BY:			182-442
			AJK

**MINING PERMIT MODIFICATION
DUNN MINE AND C&D FACILITY
S.A.DUNN & COMPANY, LLC
RENSSELAER, NEW YORK**







CROSS-SECTION A-A'
SCALE H:1"=50'; V:1"=50'

REVISION RECORD	
NO.	DATE

Civil & Environmental Engineering,
Landscape Architecture and Land Surveying, PLLC
31 Bellows Road
Reynham, MA 02767

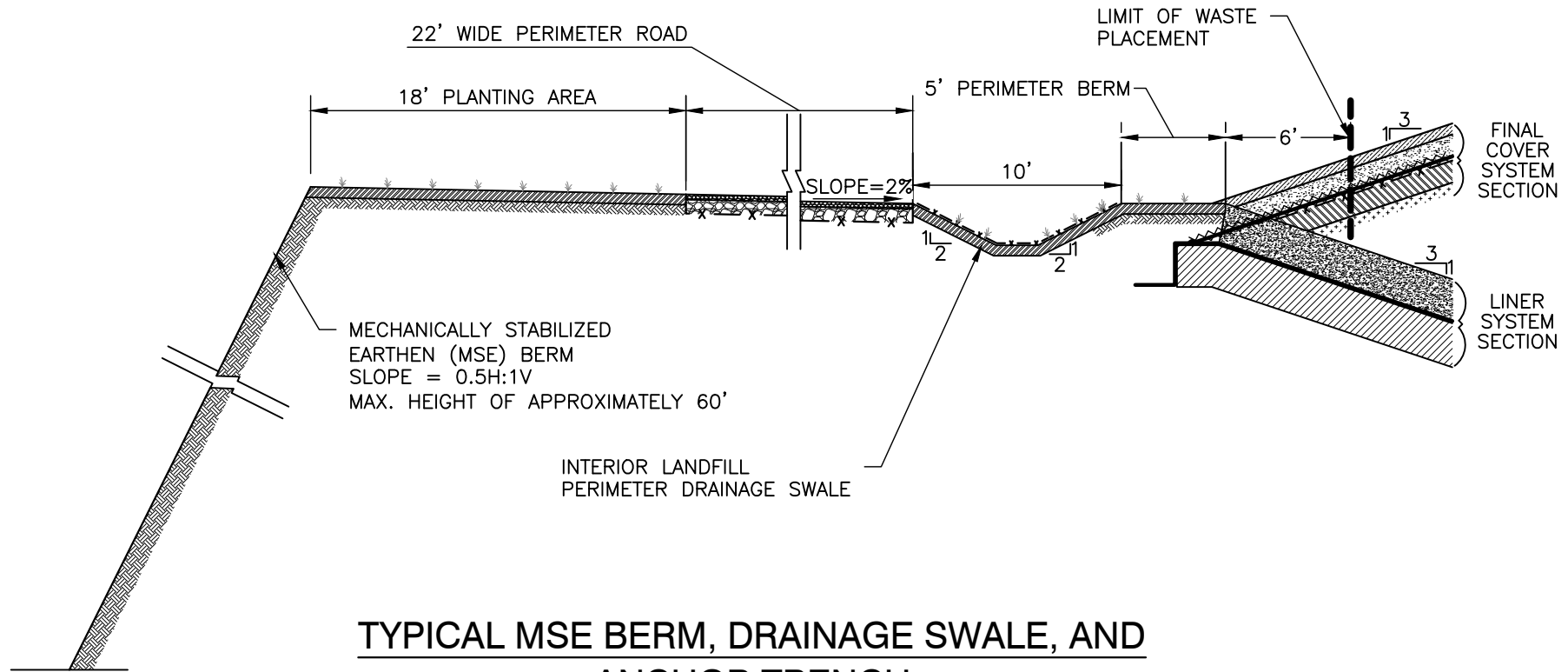
**MINING PERMIT MODIFICATION
DUNN MINE AND C&D FACILITY
S.A.DUNN & COMPANY, LLC
RENSSELAER, NEW YORK**

**RECLAMATION PLAN
PROFILE**

DATE:	JANUARY 2022	DRAWN BY:	TLG
DWG SCALE:	AS SHOWN	CHECKED BY:	EMW
PROJECT NO:	182-442	APPROVED BY:	AJK

FIGURE NO.:
6

SHEET 6 OF 8



Civil & Environmental Engineering, Landscape Architecture and Land Surveying, PLLC 31 Bellows Road Raynham, MA 02767		MINING PERMIT MODIFICATION DUNN MINE AND C&D FACILITY S.A.DUNN & COMPANY, LLC RENSSELAER, NEW YORK	
		MSE BERM TYPICAL CROSS SECTION	
DRAWN BY:	EMW	CHECKED BY:	AJK
DATE:	JANUARY 2022	DWG SCALE:	1"=8'
APPROVED BY:	AJK	PROJECT NO:	182-442
FIGURE NO.:	7		

P:\2018\182-442\182-442-C-DD\DWG\SW16-Mining Permit Figures\182442-SW16-Fig 8-Topsoil Inventory Map.dwg(Figure 8) LS:(1/10/2022 - ewilson) - LP: 1/12/2022 1:33 PM

LEGEND

- EXISTING PROPERTY LINE
- EXISTING PERMITTED LIMIT OF C&D DISPOS-L -RE-
- EXISTING CONSTRUCTED C&D -RE-
- EXISTING LIMIT OF LIFE OF MINE
- PROPOSED C&D DISPOS-L -RE-
- PROPOSED LIMIT OF LIFE OF MINE

NOTES

1. -ERI-L PHOTOGR-PH T-KEN M-Y 6, 2021.
2. TOPSOIL VOLUMES B-SED ON FIELD OBSERV-TIONS OF TOPSOIL THICKNESS -ND -RE-.

TOPSOIL INVENTORY

TOPSOIL IN -RE-S TO BE IMP-CTED DURING NEXT TERM -ND CONVERTED INTO C&D F-CILITY (PH-SES 8-, 9 THROUGH 10C)

TOT-L: 0.0 -CRES 0.0 C.Y.

TOPSOIL OUTSIDE IMP-CTED -RE-S

TOT-L: 0.0 -CRES 0.0 C.Y.

TOPSOIL NEEDED IN C&D RECL-M-TION -RE-S (PH-SES 7B-10)

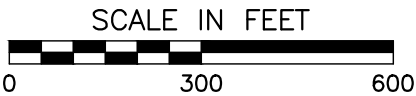
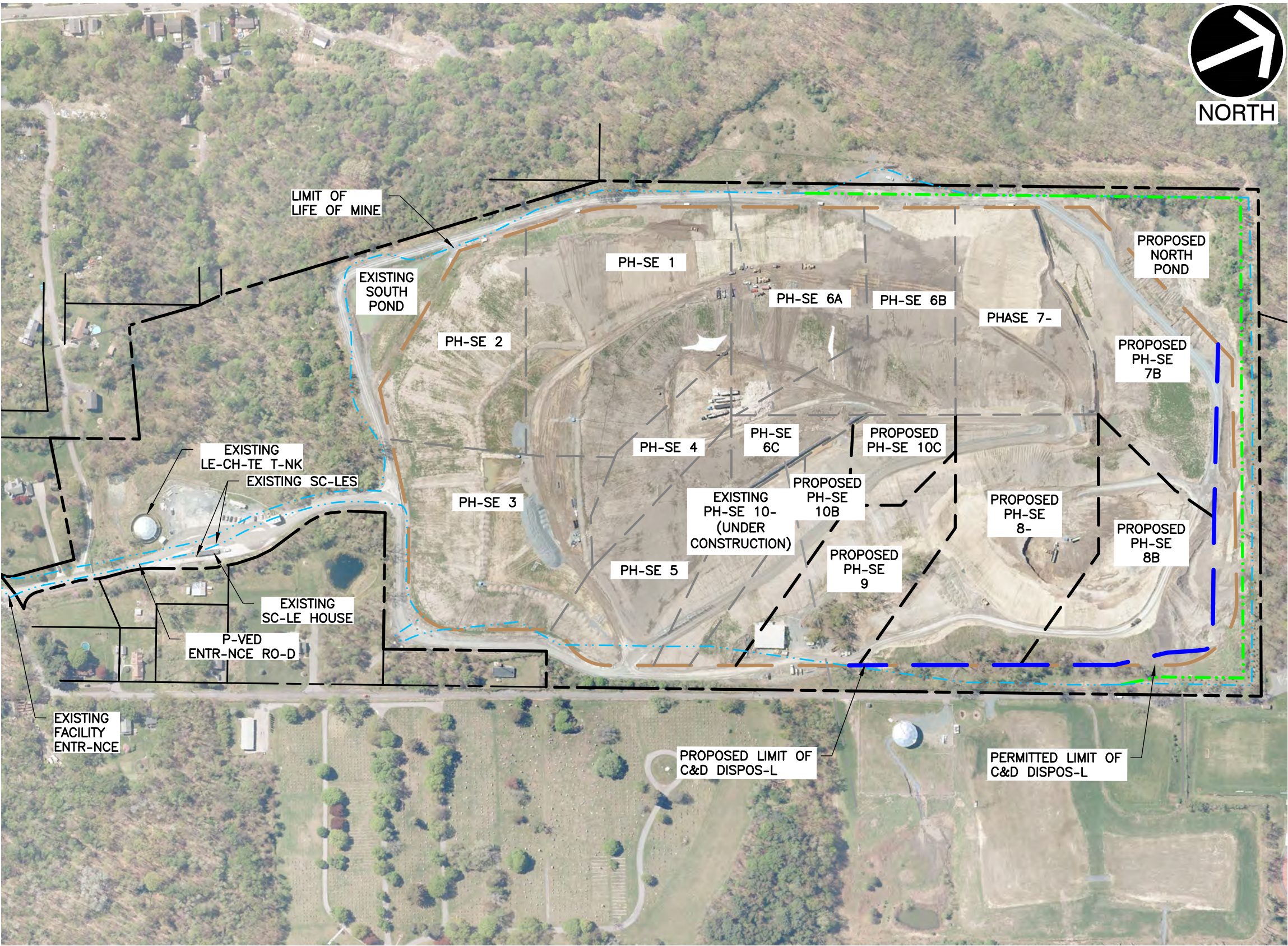
TOT-L 25.2 -CRES 20,330 C.Y.

TOPSOIL DEFICIT:

20,330 C.Y.

- 0 C.Y.

TOT-L VOLUME 20,330 C.Y.



Civil & Environmental Engineering,
Landscape Architecture and Land Surveying, PLLC

31 BELLOWS ROAD - RAYNHAM, MA 02767
774-501-2176 • 866-312-2024

MINING PERMIT MODIFICATION
DUNN MINE AND C&D FACILITY
S.A.DUNN & COMPANY, LLC
RENSSELAER, NEW YORK

TOPSOIL INVENTORY MAP

DRAWN BY: TLG
DATE: JANUARY 2022

CHECKED BY: EMW
DWG SCALE: 1"=300'

APPROVED BY: AJK
PROJECT NO: 182-442

FIGURE NO.: 8

APPENDIX A

DESCRIPTION OF PERMANENT EASEMENT

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made as of the ____ day of December, 2017 (the "Effective Date"), between and S.A. DUNN & COMPANY, LLC, a New York limited liability company ("Seller") and the CITY OF RENSSELAER, a New York municipal corporation having an address for the transaction of business at 62 Washington Street, Rensselaer, NY 12149 ("City") (the "Seller and the City are collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Seller is the owner of that certain real property, together with all buildings, structures and improvements thereon, and certain other appurtenant rights, privileges, easements and other interests including any interest in any strips or gores of land adjoining the real property and any land lying in the bed of any street, road or avenue adjoining any part of the land to the centerline thereof, located in Rensselaer County, City of Rensselaer, New York, and as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Land"); and

WHEREAS, City and Seller are parties to a Franchise Agreement dated August 12, 2009, as amended by a First Amendment to the Franchise Agreement dated November 18, 2015 (collectively, the "Franchise Agreement"); and

WHEREAS, pursuant to the Franchise Agreement, City granted to Seller certain rights to mine and place materials on certain real property owned by City, and Seller agreed to remove the existing water tank and water lines on the property owned by the City which was made subject to the Franchise and prior to such removal of the water tank and water lines to construct and install on the Land a replacement water tank, related site improvements and water lines (collectively, the Water Tank Improvements"), and to convey the Land and Water Tank Improvements to City (collectively, the Land and the Water Tank Improvements are hereinafter called the "Real Property") together with an permanent access easement (the "Permanent Easement", as hereinafter defined) ; and

WHEREAS, Seller has completed the construction of the Water Tank Improvements, and wishes to convey all right, title and interest in and to the Real Property to the City, and provide the City with a permanent and irrevocable access easement to access the Water Tank over other lands of the Seller to access the public street known as Partition Street in the City.

NOW THEREFORE, in consideration of the mutual promises herein made, the Parties agree as follows:

1. **Agreement to Sell and Convey.** Seller agrees to transfer to City, and City agrees to receive from Seller, all of the Real Property and the Permanent Easement.

2. **Purchase Price and Payment.** The purchase price to be paid for the Real Property and the Permanent Easement is Ten Dollars (\$10.00) ("Purchase Price"), payable by the City at Closing (as hereinafter defined) in cash or other immediately available funds. The Seller acknowledges receipt of the Purchase Price together with other good and valuable consideration for the transfer of the Real Property, including certain rights previously granted under the Franchise Agreement.

3. **As-Is/Where-Is Condition of Property.** City is acquiring the Real Property in AS-IS WHERE-IS CONDITION. Except for the specific warranties and representations made in Section 7 of this Agreement by Seller, Seller is not making and has not made any other warranty or representation regarding the Real Property to the City.

4. **Permanent Easement.** Seller grants to the City an irrevocable and exclusive twenty-five (25) foot wide permanent and irrevocable easement over other lands of Seller to provide access to the Real Property for official City purposes for car, trucks, vehicles and the personnel of the City (the "Permanent Easement"). The Permanent Easement is more particularly described on Exhibit B attached hereto. The Permanent Easement is an appurtenance to the Real Property and shall include such other ingress and egress to and from Partition Street in the City.

5. **Title / Survey / Inspection.**

(A) **Title.** Seller shall deliver to City a copy of Seller's existing owner's title insurance policy with respect to the Real Property, if any, within ten (10) days of the Effective Date. City shall have the right, at City's cost, to obtain a current commitment for title insurance (together with legible copies of all title exceptions referenced therein) issued by the Title Company for issuance of an Owner's Policy of Title Insurance for the Real Property (the "Title Commitment").

(B) **Survey.** Seller shall deliver to City a copy of Seller's most recent survey of the Real Property, if any, within ten (10) days of the Effective Date. The Seller shall at the Seller's sole cost and expense update and recertify the existing survey to the Seller which shall also include the Permanent Easement (the "Survey").

(C) **Review of Title Commitment and Survey.** City shall have fifteen (15) days from its receipt of the Title Commitment and the Survey (the "Inspection Period"), in which to review the Title Commitment and the Survey and give written notice to Seller specifying any objections to the Title Commitment or the Survey which are not acceptable to City in City's sole discretion (the "Objections"). For purposes of this Agreement, all easements, restrictions, liens, encumbrances or other conditions which are shown on the Title Commitment and/or the Survey and which are not objected to by the City as described above are hereinafter collectively referred to as the "Permitted Exceptions." If City notifies Seller in writing of Objections to the Title Commitment or the Survey before the expiration of the Inspection Period, then Seller shall eliminate the Objections so that the Title Commitment and Survey provide for marketable title to the Land and unencumbered and unrestricted access to the Land over the Permanent Easement

(the "Cure Period"). If Seller for any reason refuses or fails to satisfy any Objections prior to the end of the Cure Period, then City shall have the option of either (i) waiving the unsatisfied Objections, in which event those unsatisfied Objections shall become Permitted Exceptions, or (ii) terminating this Agreement. Upon termination, neither party shall have any further rights or obligations under this Agreement other than obligations, which, by their express terms, survive termination of this Agreement. Notwithstanding anything herein to the contrary, any termination of this Agreement shall not terminate the right of the City to utilize the Real Property on an exclusive basis for the operation of the Water Tank Improvements and the right of access to Real Property over the Permanent Easement.

6. **Water Tank.** Seller shall also provide to City a warranty Bill of Sale in the form attached as Exhibit C to convey to City title to the Water Tank, without any lien and/or encumbrance, installed by Seller on the Real Property and related appurtenances, including but not limited to subgrade valve vaults and electrical control panel (collectively, the "Personal Property"). Seller shall also provide to City an assignment of any manufacturers' warranties related to the Personal Property that are assignable, in the form attached as Exhibit D.

7. **Representations and Warranties of Seller.** Seller represents and warrants to City that:

(A) **Marketable Title.** Seller has, or at the Closing hereof shall have, good and marketable title to the Real Property and Permanent Easement, in fee simple, free and clear of all mortgages, liens, options, rights of first refusal, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title to the Real Property.

(B) **Company Organization and Power.** Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite corporate power and authority to carry on its business as presently conducted, to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement.

(C) **Authority.** Seller has obtained the requisite approval and consents of its managers and/or members for the execution and delivery of this Agreement and the transactions contemplated herein, and all action required by any applicable law or otherwise with regard to the transfer of the Real Property and Permanent Easement has been, or will be at the Closing, appropriately authorized and accomplished.

(D) **Litigation.** There are no legal proceedings of any type or nature (including condemnation) pending or threatened which would adversely affect the Real Property or the ability of Seller to perform its obligations hereunder.

(E) **Warranties.** The Seller shall assign to the City all warranties that it may currently have from third party manufacturers with respect to the Water Tank and Personal Property to the extent that such are assignable.

8. **Representations and Warranties of City.** City represents and warrants to Seller that:

(A) **Organization and Power.** Seller is a municipal corporation, validly existing and in good standing under the laws of the State of New York and has all requisite corporate power and authority to carry on its business as presently conducted, to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement.

(B) **Litigation.** There are no legal proceedings of any type or nature (including condemnation) pending or threatened which would adversely affect the ability of City to perform its obligations hereunder.

9. **Covenants of Parties.**

(A) **Acts Affecting Real Property.** Except as requested by and in coordination with City, from and after the Effective Date, Seller will refrain from:

(i) performing any grading or excavation, construction or removal of any improvements, or making any other change or improvement upon or about the Real Property;

(ii) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrance in any way affecting the Real Property; and

(iii) entering into any lease, rental agreement, rental arrangement or operating agreement affecting any part of the Real Property.

(B) **Transfer Taxes, Fees and Expenses.** At Closing, Seller shall pay the transfer tax and the recording fees for the TP-584 and any discharge of mortgage or title affidavit. City shall pay any mortgage tax and any and all other recording and filing fees, including but not limited to, for the deed and RP-5217. The parties will assist each other in the filing of all necessary tax returns and other documentation with respect to all such transfer and recording taxes and fees, and if required by applicable law, will join in the execution of any such tax returns and other documentation.

9. **Conditions to Obligations of City.** Each and every obligation of City under this Agreement to be performed at the Closing, shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless waived in writing by City:

(A) **Performance.** Seller shall have performed, delivered and complied with all agreements, obligations and conditions required by this Agreement to be performed, delivered or complied with by it on or prior to the Closing Date.

(B) **Status of Title.** Seller's fee simple title in and to the Real Property shall be of good record and in fact, marketable and free and clear of all liens, encumbrances, easements, conditions, restrictions, or encroachments except the Permitted Exceptions.

(C) **Representations & Warranties.** The representations and warranties of Seller contained herein shall be true, complete and accurate in all material respects as of the date when made and as of the Closing Date, except for changes expressly permitted or contemplated by the terms of this Agreement.

(D) **Authorizing Resolutions.** As of the Closing Date, Seller shall have delivered to City authorizing resolutions of the members and/or managers of Seller approving this Agreement and authorizing the execution and/or delivery by the Seller of this Agreement and all other agreements, documents and instruments necessary or desirable to complete the transactions contemplated hereby and to take all other actions necessary or desirable to complete the transactions contemplated hereby.

The conditions set forth in this Section 9 are solely for the benefit of City and may be waived only by City. City shall at all times have the right to waive any condition.

10. **Conditions to Obligations of Seller.** Each and every obligation of Seller under this Agreement to be performed at the Closing, shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless waived in writing by Seller:

(A) **Representations & Warranties.** The representations and warranties of City contained herein shall be true, complete and accurate in all material respects as of the date when made and as of the Closing Date, except for changes expressly permitted or contemplated by the terms of this Agreement.

(C) **Authorizing Resolutions.** As of the Closing Date, City shall have delivered to Seller authorizing resolutions of the Common Council of the City and the Mayor approving this Agreement and authorizing the officers of City to execute and deliver on behalf of City, this Agreement and all other agreements, documents and instruments necessary or desirable to complete the transactions contemplated hereby and to take all other actions necessary or desirable to complete the transactions contemplated hereby.

The conditions set forth in this Section 10 are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition.

11. **Closing.** The consummation of the transactions contemplated hereby (the "Closing") shall take place on or before December 29, 2017 (the "Closing Date"), at the offices of Seller's attorney, or at such place and time or by such other means as the parties shall mutually agree. At Closing, the parties hereto shall make the following deliveries:

(A) **Seller Deliveries.** At Closing, Seller shall deliver or caused to be delivered to City:

(i) Duly executed Bargain and Sale Deed with Covenants Against Grantor's Acts conveying the Real Property and the Permanent Easement to City, substantially in the form attached hereto as Exhibit E;

(ii) An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1990, as amended;

(iii) Full and complete possession of the Real Property to City;

(iv) The resolutions referred to in Section 8(D) hereof;

(v) A Bill of Sale conveying all Personal Property;

(vi) A closing statement evidencing the payment of the Purchase Price, as adjusted in accordance with the terms of this Agreement; and

(vii) Such further documents as may be required to consummate the transaction contemplated hereby, provided all of the same shall be consistent with the nature of the transaction contemplated hereby, and are reasonably acceptable to Seller.

(B) **City Deliveries.** At Closing, City shall deliver or caused to be delivered to Seller:

(i) The resolutions referred to in Section 9(C) hereof;

(ii) Confirmation or Closing Statement executed by the Parties acknowledging the Purchase Price; and

(iv) Such further documents as may be required to consummate the transaction contemplated hereby, provided all of the same shall be consistent with the nature of the transaction contemplated hereby, and are reasonably acceptable to Seller.

12. **Real Estate Taxes.** At or prior to Closing, Seller shall pay any and all delinquent real estate taxes and installments of assessments, on the Real Property. The Seller be responsible for the payment of any Town/County real estate taxes on the Real Property without contribution by the City through the date of Closing. The City shall be responsible for the payment of any ad valorem real property taxes on the Water Tank Improvements in connection with the 2018 Town/County taxes and for any real property taxes after Closing.

13. **Risk of Loss.** Seller assumes all risk of loss due to fire or other casualty up to the time of Closing, relevant to the Real Property to be transferred hereunder. In the event any such loss occurs prior to the Closing Date, Seller shall provide City written notice thereof and only the City may (a) terminate this Agreement on written notice to City and upon such termination there shall be no further liability on the part of Seller or City hereunder, or (b) elect to proceed with the transaction, in which event City shall be entitled to all insurance money, if any, payable to Seller under all policies of insurance covering the Real Property so damaged or destroyed. Until the Closing, Seller shall keep the Real Property insured against fire and other risks and shall provide

evidence of adequate insurance coverage at City's request. All risk of loss due to fire or other casualty after the Closing Date shall be the sole responsibility of City.

14. **Eminent Domain.** If any material part of the Real Property, or access thereto shall, prior to the filing of the deed for record, be taken by public authority, or notice of such proposed taking be received, then City shall have assigned to it all claims and right of recovery on such taking.

15. **Notice.** Any and all notices or communications hereunder shall be deemed to have been duly given on the date of actual delivery thereof if in writing and if transmitted by hand delivery with receipt therefore, by recognized overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid, addressed to the address set forth below (or to such other address or facsimile number as the addressee of such a communication may have notified the sender thereof):

Seller:

S.A. Dunn & Company, LLC

City:

City of Rensselaer
62 Washington Street
Rensselaer, NY 12149
Attention: Mayor

WITH A COPY TO
Goldman Attorneys PLLC
255 Washington Avenue Ext., Suite
108
Albany, New York 12205

16. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written between the parties relating to the subject matter of this Agreement, other than those set forth herein. No representation or warranty has been made by or on behalf of either party to this Agreement, or any officer, director, member, manager, employee or agent thereof, to induce the other party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except representations or warranties, if any, expressly set forth herein and the applicable warranties on the Personal Property. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and signed by the party to be charged. The submission of any unexecuted copy of this Agreement shall not constitute an offer to be legally bound by any provision of the document submitted, either currently or in the future; and no party shall be bound by this Agreement until it is fully executed and delivered by both parties.

17. **Headings.** The article, section, paragraph and other headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. **Assignment.** This Agreement, and all of the provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties hereto without the prior written consent of the other parties.

19. **Governing Law.** This Agreement and the legal relations among the parties hereto shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in that State.

20. **Attorneys' Fees.** Each party shall be responsible for any fees, costs or other expenses associated with legal counsel retained by it.

21. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Real Estate Purchase Agreement to be executed as of the date and year first above written.


CITY:

CITY OF RENSSELAER

SELLER:

S.A. DUNN & COMPANY, LLC

By: Rensselaer Region Landfills, Inc., its
Manager

By: 
Its: Mayor _____
Name: Daniel J. Dwyer

By: _____
Its: _____
Name: _____

18. **Assignment.** This Agreement, and all of the provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties hereto without the prior written consent of the other parties.

19. **Governing Law.** This Agreement and the legal relations among the parties hereto shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in that State.

20. **Attorneys' Fees.** Each party shall be responsible for any fees, costs or other expenses associated with legal counsel retained by it.

21. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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CITY:

CITY OF RENSSELAER

SELLER:

S.A. DUNN & COMPANY, LLC

By: Rensselaer Region Landfills, Inc., its
Manager



By: _____
Its: Mayor _____
Name: Daniel J. Dwyer

By: _____
Its: Vice President - Business Development
Name: Richard K. Wojahn

Exhibit A
Legal Description

All that certain piece or parcel of land with the buildings and improvements thereon erected situate in the Town of North Greenbush, County of Rensselaer and State of New York, being part of Lot No. 1 of the Mason Farm Subdivision (circa 1830), as shown and indicated as Parcel No. 2 on a "Plat of Survey Two Lot Subdivision Lands known as a Portion of the Mason Farm" dated April 1, 2015, last revised on June 8, 2015, prepared by John J. Dunn, L.S. No. 49576, and filed in the Rensselaer County Clerk's Office on September 6, 2015 as Document #: 02015096, more particularly bounded and described as follows:

Beginning at an iron rod found in the westerly line of Partition Street Extension (a 25 foot wide Town Road AKA Jordan Lane); said point also being in the division line of Lot No. 2 on the west and Lot No. 3 on the east of the Third Allotment of the Subdivision of the "Lands belonging to the Heirs of John J. Van Rensselaer" surveyed by Everet Van Allen dated 1833 and filed December 30th, 1898 in the Rensselaer County Clerk's Office in Drawer 15 as map 20; said iron rod also being the northwest corner of the premises conveyed by Anson Robbins to Saint John's Church by deed dated November 15th, 1915 and recorded in the Rensselaer County Clerk's Office in Liber 362 of Deeds at page 446; thence South 68 deg. 09 min. 26 sec. East 25.00 feet through the bed of Partition Street Extension to a point; thence North 22 deg. 54 min. 14 sec. East 94.33 feet along the easterly right-of-way line of Partition Street Extension to the TRUE POINT OF BEGINNING; thence North 22 deg. 54 min. 14 sec. East 265.00 feet along the said easterly right-of-way line to a point; thence along the division line of Parcel No. 1 (remaining lands) of the above mentioned subdivision the following three (3) courses and distances:

- 1) South 67 deg. 05 min. 46 sec. East 265.00 feet to a point;
- 2) South 22 deg. 54 min. 14 sec. West 265.00 feet to a point;
- 3) North 67 deg. 05 min. 46 sec. West 265.00 feet to the true point of beginning.

Containing in all 1.61 acres of land be the same, more or less.

All bearings mentioned herein refer to the true north at the west 74 deg. 20 min. meridian of longitude.

Exhibit B
Description of Permanent Easement

Description of a twenty-five (25) wide Water Main Easement to be conveyed by S.A. and Company, LLC to the City of Rensselaer.

All that piece or parcel of land situate in the Town of North Greenbush, County of Rensselaer, State of New York, bounded and described as follows:

Beginning at a City Line monument located in the Northwest corner of the lands of S.A. Dunn and Company, LLC (aka the "North Pit"); thence South 68 deg. 09 min. 26 sec. East 1412.40 feet along the City/Town line of the City of Rensselaer on the north and the Town of North Greenbush (the "North Pit") on the south to a point located at the northwest corner of the Dead End of Partition Street Ext. (a 25 foot wide town road); thence along the westerly right-of-way line of Partition Street Ext., South 22 deg. 54 min. 14 sec. West 245.0 feet to a point; thence through the lands of the party of the first part and the said "North Pit" the following three (3) courses and distances:

- 1) North 67 deg. 05 min. 46 sec. West 25.0 feet to a point;
- 2) North 22 deg. 54 min. 14 sec. East 219.57 feet to a point;
- 3) North 68 deg. 09 min. 26 sec. West 1386.93 feet to point in the east line of the lands of the City of Rensselaer; thence North 22 deg. 54 min. 14 sec. East 25.0 feet along the said City Line to the point of beginning.

Exhibit C
Form of Bill of Sale

BILL OF SALE

This BILL OF SALE, dated December __, 2017 is by and between S.A. DUNN & COMPANY, LLC, a New York limited liability company ("Seller") and the CITY OF RENSSELAER, a New York municipal corporation having an address for the transaction of business at 62 Washington Street, Rensselaer, NY 12149 ("City").

RECITALS

WHEREAS, the Seller and the City are parties to a Real Estate Purchase Agreement dated December __, 2017 (the "Agreement"); and

WHEREAS, pursuant to the terms of that Agreement, Seller is required to convey to City the "Personal Property" as defined in the Agreement.

NOW, THEREFORE, pursuant to the Agreement and in consideration of the recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. The Seller does hereby sell, assign, convey and deliver to the City all of the Seller's right, title and interest in and to the "Personal Property" as defined in the Agreement.
2. Acceptance. The City hereby accepts the foregoing sale and assignment.
3. The Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge, diminish or otherwise modify any of the obligations, agreements, covenants, representations or warranties of the Seller or the City contained in the Agreement.
4. Further Actions. The Seller hereby authorize the City, its successors and assigns, for the benefit and at the expense of the City, to institute and prosecute all proceedings which the City may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Personal Property, to defend or compromise any and all actions, suits or proceedings in respect of any of the Personal Property, and to do all such acts and things in relation thereto as the City shall deem advisable, all subject to the requirements of the Agreement. The City shall be entitled to retain for its own account any amounts collected pursuant to the foregoing power, including any amounts payable as interest in respect thereto.
5. Transfer of Warranties. The Seller hereby assigns, conveys and transfers all of its right, title and interest in and to the Personal Property together with applicable manufacturer's warranties.

6. Miscellaneous.

(a) This instrument shall be governed by and construed in accordance with the laws of the State of New York.

(b) All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given such terms in the Agreement.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the day and year first above written.

CITY:

CITY OF RENSSELAER

SELLER:

S.A. DUNN & COMPANY, LLC

By: Rensselaer Region Landfills, Inc., its
Manager

By: _____
Its: Mayor _____
Name: Daniel J. Dwyer _____

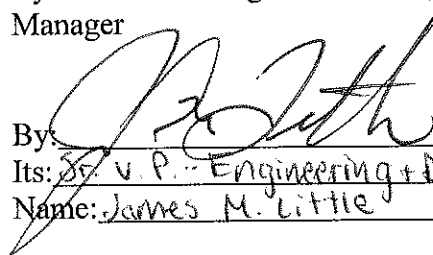
By: 
Its: Sr. V.P. - Engineering + Disposal
Name: James M. Little

Exhibit D
Form of Assignment of Warranties

ASSIGNMENT OF WARRANTIES

KNOW ALL MEN BY THESE PRESENTS, that S.A. DUNN & COMPANY, LLC, a New York limited liability company (the "Assignor"), for good valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby assign and transfer, without recourse, warranty or liability to Assignor, to the City of Rensselaer, a New York municipal corporation having an address for the transaction of business at 62 Washington Street, Rensselaer, NY 12149 (the "Assignee"), all of Assignor's right, title and interest, in and to the following which relate to the water tank and real property located at 440 Partition Street Ext., North Greenbush, New York (the "Property"):

- (1) all warranties, guaranties, indemnities, and claims, affecting the Property listed on Appendix 1 attached hereto (the "Warranties"); and
- (2) all plans, drawings, specifications, surveys, engineering reports, and other technical information.

In the event the Warranties contain a prohibition against, or a condition to assignment, following Closing, Assignor will, at no cost and expense to the Assignee, take such action as may be reasonably necessary, including payment of any and all commercially reasonable fees or charges, to assign the Warranties to Assignee, enable Assignee to make any demand thereon, pursue any claim under, or otherwise fully and completely enforce the Warranties and such enforcement action shall be at the Assignor's sole cost and expense. The provisions of this Assignment shall expressly survive the transfer of title to the Property. Assignor agrees to cooperate reasonably in assisting Assignee with obtaining any consents to the transfer of any Warranties that may require such consent, at no cost and/or expense to the Assignee.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of this ____ day of November ___, 2017

ASSIGNEE:

CITY OF RENSSELAER

ASSIGNOR:

S.A. DUNN & COMPANY, LLC

By: Rensselaer Region Landfills, Inc., its
Manager

By: _____
Its: Mayor _____
Name: Daniel J. Dwyer _____

By: _____
Its: _____
Name: _____

Any and all easements, covenants and restrictions of record.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that 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 before using any part of the total of the same for any other purpose.

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

S.A. Dunn & Company, LLC.

By:_____

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared_____, 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 and that such individual made such appearance before the undersigned in the County of____, State of New York , United States of America (insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Notary Public

Schedule A

All that certain piece or parcel of land with the buildings and improvements thereon erected situate in the Town of North Greenbush, County of Rensselaer and State of New York, being part of Lot No. 1 of the Mason Farm Subdivision (circa 1830), as shown and indicated as Parcel No. 2 on a "Plat of Survey Two Lot Subdivision Lands known as a Portion of the Mason Farm" dated April 1, 2015, last revised on June 8, 2015, prepared by John J. Dunn, L.S. No. 49576, and filed in the Rensselaer County Clerk's Office on September 6, 2015 as Document #: 02015096, more particularly bounded and described as follows:

Beginning at an iron rod found in the westerly line of Partition Street Extension (a 25 foot wide Town Road AKA Jordan Lane); said point also being in the division line of Lot No. 2 on the west and Lot No. 3 on the east of the Third Allotment of the Subdivision of the "Lands belonging to the Heirs of John J. Van Rensselaer" surveyed by Everet Van Allen dated 1833 and filed December 30th, 1898 in the Rensselaer County Clerk's Office in Drawer 15 as map 20; said iron rod also being the northwest corner of the premises conveyed by Anson Robbins to Saint John's Church by deed dated November 15th, 1915 and recorded in the Rensselaer County Clerk's Office in Liber 362 of Deeds at page 446; thence South 68 deg. 09 min. 26 sec. East 25.00 feet through the bed of Partition Street Extension to a point; thence North 22 deg. 54 min. 14 sec. East 94.33 feet along the easterly right-of-way line of Partition Street Extension to the TRUE POINT OF BEGINNING; thence North 22 deg. 54 min. 14 sec. East 265.00 feet along the said easterly right-of-way line to a point; thence along the division line of Parcel No. 1 (remaining lands) of the above mentioned subdivision the following three (3) courses and distances:

- 1) South 67 deg. 05 min. 46 sec. East 265.00 feet to a point;
- 2) South 22 deg. 54 min. 14 sec. West 265.00 feet to a point;
- 3) North 67 deg. 05 min. 46 sec. West 265.00 feet to the true point of beginning.

Containing in all 1.61 acres of land be the same, more or less.

All bearings mentioned herein refer to the true north at the west 74 deg. 20 min. meridian of longitude.

Schedule B

Description of a twenty-five (25) wide Water Main Easement to be conveyed by S.A. and Company, LLC to the City of Rensselaer.

All that piece or parcel of land situate in the Town of North Greenbush, County of Rensselaer, State of New York, bounded and described as follows:

Beginning at a City Line monument located in the Northwest corner of the lands of S.A. Dunn and Company, LLC (aka the "North Pit"); thence South 68 deg. 09 min. 26 sec. East 1412.40 feet along the City/Town line of the City of Rensselaer on the north and the Town of North Greenbush (the "North Pit") on the south to a point located at the northwest corner of the Dead End of Partition Street Ext. (a 25 foot wide town road); thence along the westerly right-of-way line of Partition Street Ext., South 22 deg. 54 min. 14 sec. West 245.0 feet to a point; thence through the lands of the party of the first part and the said "North Pit" the following three (3) courses and distances:

- 1) North 67 deg. 05 min. 46 sec. West 25.0 feet to a point;
- 2) North 22 deg. 54 min. 14 sec. East 219.57 feet to a point;
- 3) North 68 deg. 09 min. 26 sec. West 1386.93 feet to point in the east line of the lands of the City of Rensselaer; thence North 22 deg. 54 min. 14 sec. East 25.0 feet along the said City Line to the point of beginning.