



PROJECT PERMIT
2019-01

Permittee Nothnagle Drilling, Inc.
1821 Scottsville-Mumford Rd.
Scottsville, NY 14546

Permittee Contact Steven DiLaura
Telephone: 585-538-2328
Email: stevend@nothnagledrilling.com

Federal EIN 16-1163709

Region Genesee.

Site Lake Ontario State Parkway

State Parks Contact Kate Gross Park Manager.
Telephone: 585-964-2462.
Email: kate.gross@parks.ny.gov

Start Date 11/16/2020

End Date 11/30/2020

Fee \$0.00.

Permittee must provide current proof of compliant workers' compensation and disability benefits insurance upon signing.

Permittee must provide the following environmental review documentation prior to issuance:

if State Parks is not the lead agency: a copy of the SEQRA or NEPA declaration from the lead agency listed in Section 3(c)
if issuance of this permit is a Type II action: (1) written confirmation from State Parks' Division for Historic Preservation that its activity will not impact historic resources, including archeological resources; (2) written confirmation from State Parks' Division of Environmental Stewardship and Planning that its activity will not impact natural resources identified under the New York Natural Heritage Program or impact an area that has received by funding from under the federal Land and Water Conservation Fund

Required Attachments: X Premises map X Copies of required permits (other State agencies, federal)

Upon the following terms and conditions, the New York State Office of Parks, Recreation and Historic Preservation ("State Parks") hereby grants Permittee permission to conduct the following project the Site as shown on the attached map and plans (the "Project"): Conduct soil boring investigation adjacent to pedestrian pathway on North side of Lake Ontario State Parkway, per boring location plan (Premises Map attached as appendix A).

This Permit does not convey to Permittee any interest other than permission to complete the Project in accordance with this Permit. Permittee acknowledges that the Site is public non-residential space and that State Parks grants only a right to use "as is/where is" and without warranty. This Permit does not convey to Permittee any interest other than permission to complete the Project in accordance with this Permit. Permittee acknowledges that the Site is public non-residential space and that State Parks grants only a right to use "as is/where is" and without warranty.

Section 1. Operations

- (a) Permittee shall conduct its activities only in the locations shown on the attached map and construction plans (the "Premises"). Permittee shall control access to the work areas and provide safety fencing around all excavations and work areas.
- (b) Permittee must obtain all permits required for the Project, and provide copies of such permits to State Parks. State Parks is responsible for enforcing the New York State Uniform Fire Prevention and Building Code at the Site.
- (c) Permittee shall remove and dispose of all waste and refuse generated by its activities under this Permit.

Section 2. Protection of Park Resources

- (a) Permittee shall take care to protect any existing utilities and structures. At least forty-eight hours before undertaking any operation that would be considered "excavation" as defined in New York State Industrial Code 53, Permittee shall notify the "One-Call Notification System" to ensure that all public utilities are properly marked out; Permittee shall retain the services of a private mark-out company to work with the Park Manager to identify and mark out utility services owned and operated by State Parks.
- (b) Permittee shall take care to protect all existing trees on the Premises.
- (c) Permittee shall repair, replace, or rebuild any part of the Premises or Park, or any improvements thereon, damaged or destroyed by the actions or omissions of the Permittee, and shall restore disturbed areas of the Premises or of the Park as near to their original condition as reasonably possible by proper grading, topsoiling, and seeding. Such restoration shall be subject to State Parks' approval.

Section 3. Coordination with State Parks

- (a) Permittee shall coordinate the timing of work with Kate Gross, Park Manager and give State Parks forty-eight hours advance notice

prior to the start of work.

- (b) Permittee shall comply with all reasonable requests made by State Parks.
- (c) NYSDEC is the lead agency with respect to the State Environmental Quality Review Act.
- (d) Permittee shall provide State Parks with "as built" drawings upon the completion of work.

Section 4. Indemnification

Permittee agrees to defend, indemnify, and hold harmless the State of New York, State Parks, and their officers, employees, and agents from and against any claims, damages, losses, and expenses that may arise from this Permit or from Permittee's use of the Premises.

Section 5. General Liability Insurance and Proof of Insurance

- (a) Permittee shall obtain general liability insurance at its own expense from a company licensed to conduct business in the State of New York. Such insurance policy shall name the State of New York, State Parks, and their officers, employees, and agents as an additional insured; have a liability limit of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate; and be endorsed to provide written notice to State Parks at least 30 days prior to cancellation, non-renewal, or material alteration.
- (b) Prior to the start of the term of this Permit, Permittee shall deliver to State Parks an ACORD 25 Certificate of Insurance and ACORD 855 Addendum evidencing the coverage required by this Permit.
- (c) Permittee shall require that all its contractors and sub-contractors for the Project meet the insurance coverage requirements of this Section.
- (d) Section 8 notwithstanding, State Parks may terminate this Permit without notice if Permittee fails to comply with the insurance requirements of this Permit.

Section 6. Revocation

If at any time during the term of the Permit, State Parks needs the Premises for the performance of its public purposes, State Parks may revoke this Permit by giving Permittee 10 days' notice in writing. Upon the date fixed in such notice, this Permit shall come to an end as if said date were the date originally fixed in this Permit for expiration.

Section 7. Termination

In the event Permittee violates any applicable statute, law, rule, or regulation or does not comply with the terms and conditions of this Permit, State Parks may terminate this Permit by giving Permittee 10 days' notice in writing by regular mail or email of its intention to do so if the violation is not cured.

Section 8. General Conditions

- (a) Permittee acknowledges that the Project will become the property of State Parks upon completion.
- (b) State Parks may inspect the Premises at any time.
- (c) State Parks is not required or obligated to make or undertake any repairs, improvements, or maintenance work of any kind.
- (d) Permittee shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations. If Permittee fails to do so, State Parks may enter the Premises and take whatever steps are necessary to achieve compliance and may bill Permittee for the cost of doing so; Permittee shall pay State Parks any amount billed within 30 days of the billing date.
- (e) Permittee acknowledges that the waiver by State Parks of any term or condition of this Permit is not a waiver of any other term or condition, nor is it a waiver of the subsequent breach thereof.
- (f) Permittee shall not assign or transfer this Permit. State Parks and Permittee understand that Permittee's contractors and sub-contractors are entitled to access and use the Premises for the purposes described herein, subject to the conditions of this Permit.

Section 9. Special Conditions

None

Accepted by:

Permittee Name

By: Stephen A. Schaura

Date: 11-9-20

Title: V. P.

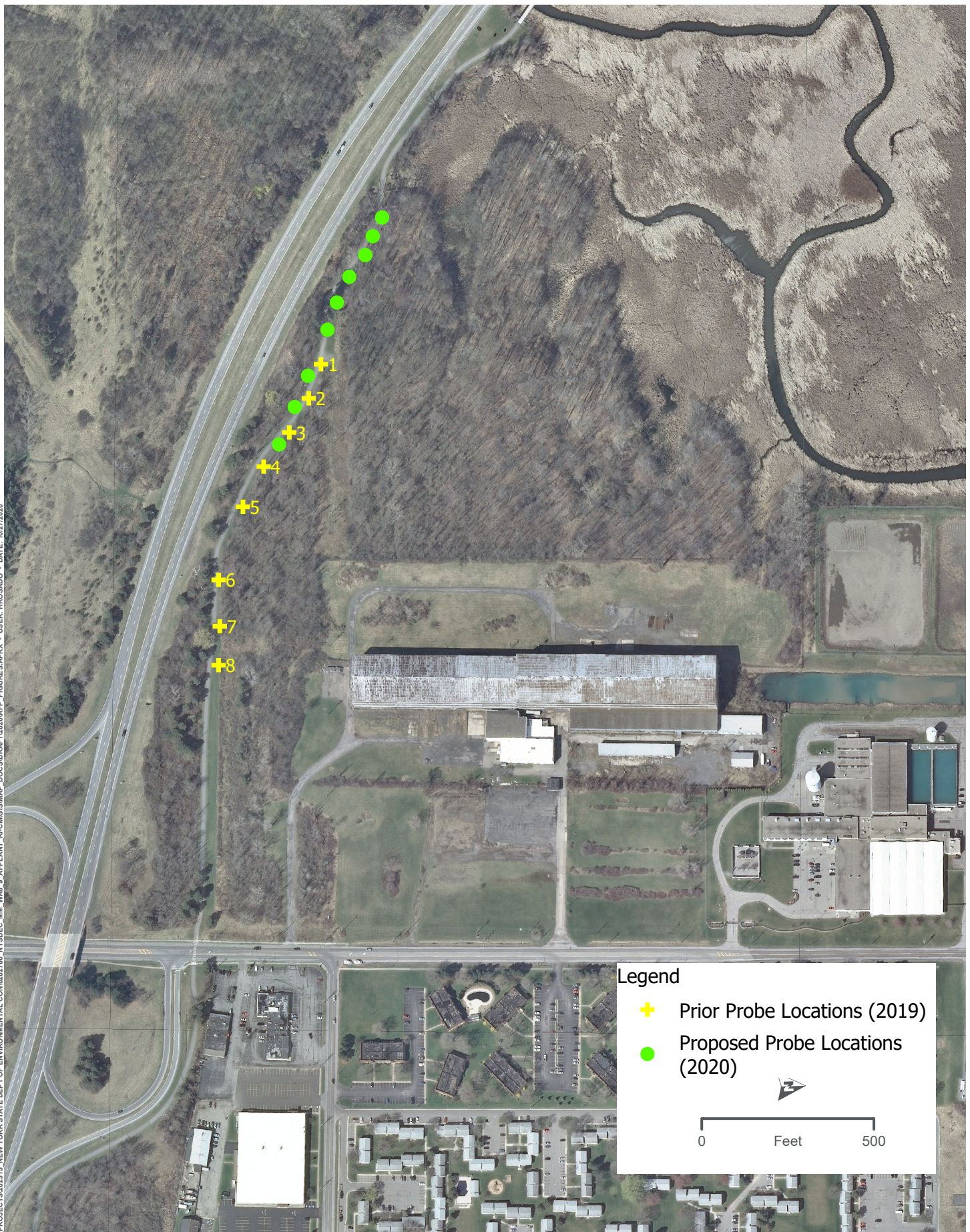
Issued by: THE PEOPLE OF THE STATE OF NEW YORK

Acting by and through the Commissioner of Parks, Recreation and Historic Preservation

By: Arthur Briley

Date: 11-9-2020

Arthur Briley, Regional Director



PROPOSED PROBE LOCATIONS (2020)

FORMER AIR FORCE PLANT NO. 51 (NYSDEC SITE # 828156)

FIGURE 1



NOTHDRI-03

JSADLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000		FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com		
INSURED Nothnagle Drilling Inc. 1821 Scottsville Mumford Road Scottsville, NY 14546	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Union Insurance Company		25844
	INSURER B: Continental Western Insurance Co		10804
	INSURER C: Acadia Insurance Company		31325
	INSURER D: Technology Insurance Company, Inc.		42376
	INSURER E: Travelers Property Casualty Co of America		25674
INSURER F: GuideOne National Insurance Company		14167	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CPA5151070-16	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5151073-16	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5151074-16	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	TWC3845669	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased/Rented Equip			660-6B27573A	7/1/2020	7/1/2021	Ded. \$1,000 500,000
F	Pollution Liability			ENV562001621-01	7/1/2020	7/1/2021	Ded \$2,500 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New York State Office of Parks Recreation and Historic Preservation, State Parks, and their officers, employees and agents are provided additional insured status when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

New York State Office of Parks Recreation and Historic Preservation One Letchworth State Park Castile, NY 14427	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (Use street address only)

Nothnagle Drilling Inc.
1821 Scottsville-Mumford Rd
Scottsville, NY 14546

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

585-538-2328

1c. Federal Employer Identification Number of Insured
or Social Security Number

161163709

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

New York State Office of Parks & Historic Preservation
One Letchworth State Park
Castile, NY 14427

3a. Name of Insurance Carrier

Arch Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

11DBLD573300

3c. Policy effective period

4/1/2020

to

3/31/2021

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

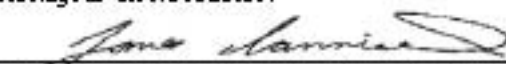
5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/28/2020

By


(Signature of Insurance Carrier's authorized representative or NYS licensed Insurance Agent of that insurance carrier)

Telephone Number 201-743-3937

Name and Title

James Iannicelli, AVP Accident & Health

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, P.O. Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Insured)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

