

Prepared for:
City of Amsterdam
Amsterdam, New York



Site Management Plan

Mohasco Mills Complex

(NYSDEC Site Number B-00052-4)

ENSR Corporation
July 2007
Document No.: 10472-001

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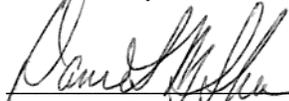
(NYSDEC Site Number B-00052-4)

Prepared By:



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1.0 Introduction

A Site Management Plan is required where the selected remedy includes containment of contamination at the site, and management of potential exposure concerns which may occur during subsequent use, reuse or redevelopment of the site (e.g. excavation), due to the levels of contaminants remaining in the subsurface. The Site Management Plan details the oversight steps and any media-specific requirements necessary to assure the institutional and/or engineering controls required by the Record of Decision remain in place and effective. The Site Management Plan also details the steps necessary to inspect, monitor and report the performance and effectiveness of the remedy, both short and long-term by assessing achievements of the remedial performance criteria, and evaluating site information periodically to confirm that the remedy continues to be effective for the protection of public health and the environment.

1.1 Overview of the Site Management Plan

The remainder of the Site Management Plan prepared for the Mohasco Mill Complex Site is organized as follows:

- Section 2.0 Site Description – provides the site history and a discussion of the implementation of the selected remedy.
- Section 3.0 Institutional and Engineering Controls – discusses the controls utilized achieve protection of human health and the environment from the residual contamination at the site
- Section 4.0 Site Monitoring – outlines the steps necessary to maintain, inspect, monitor and report the performance and effectiveness of the remedy.

2.0 Site Description

The project site is approximately 23.5 acres and is located at the southwest corner of the intersection of Forest Avenue and Lyon Street within the City of Amsterdam, Montgomery County, New York. The North Chuctanunda Creek bisects the site from the northeast to the southwest. The Mohawk River is located approximately 1.25 miles southwest of the site.

2.1 Site History and Remedy Description

The Mohasco Mill Complex (the site) was a carpet manufacturing facility that operated from the late 1880s through 1984. Manufacturing processes conducted at the site consisted primarily of milling and weaving of raw materials and dye operations. Carpet manufacturing activities ceased in 1984, after which time the site was leased for use as storage and office space until 1992. Fires destroyed most of the buildings at the site in 1992 and 1994. Debris from the buildings destroyed by the fire was left on-site and was used as backfill building foundations. The city acquired the site in 1994. The site is currently unoccupied.

Alternative remedial actions were investigated as part of the Remedial Alternatives Report of this site completed in January 2001. The Remedial Alternatives Report includes a complete discussion of the alternatives considered and the justification for the selection of this remedial action. This report is available to the public through the City and the document repository for this project. The selected remedial action consisted of the following tasks:

- A design program to provide the details necessary for the construction, operation and maintenance, and monitoring of the selected remedial alternative. Any uncertainties identified during the SI/RAR were resolved.
- Removal of debris along the stream bank.
- Those portions of the site which have PAH levels in excess of the site background levels were regraded and covered with a protective layer of two feet of clean soil for green spaces (i.e., areas not occupied by buildings, pavement or sidewalk). Beneath the two-foot soil layer, a geotextile fabric was installed to serve as a demarcation layer and to prevent inadvertent contact with contaminated soils.
- The soil cover material was sloped as necessary to allow for gradual elevation transition from paved areas on the site to the final grade of the soil cover.
- An environmental easement requiring owners to annually certify to the NYSDEC that the remedy and protective cover have been maintained and that the conditions at the site are fully protective of public health and the environment in accordance with the ROD for this site. Environmental easements also limit the uses of the property to recreational, commercial, or industrial.
- An environmental easement requiring that, if development or excavation occurs on site, any subsurface soils below the protective layer that are excavated will either have to be disposed of off site at an approved and permitted landfill in accordance with NYSDEC regulations or redeposited on site, and covered by the filter fabric and a two foot soil cover. In the event that the excavation work involves redepositing soil from below the filter fabric demarcation layer on site, a soil management plan must first be submitted to and approved by the NYSDEC. The soil management plan includes detailed plans for sampling, staging, regrading, and covering the excavated soils.
- Demolition and on-site disposal of the Building 31 foundation including debris under the foundation.

- Removal and off-site disposal of pesticide contaminated sludge or soil in the drain lines in Building 7.
- Demolition of the foundations of Buildings 7, 7A, 11 and 26.
- Asbestos abatement and demolition of Buildings 20A, 36 and the smoke stack at the former steam power plant building.
- Decommissioning of monitoring wells.

The removal and off-site disposal of sludge or soil in the drain lines in Building 7 addressed a local hot spot of potentially hazardous contamination. The demolition of the remaining foundations of Buildings 7, 7A, 11 and 26, and demolition of Buildings 20A and 36, eliminated a recognized public safety hazard. Similarly, Building 31 and the debris and physical hazards under the foundation were removed. The debris along the stream bank was removed, and the soils consolidated and regraded along the stream. The smokestack at the former steam power plant was demolished. The demolition and other debris was deposited and compacted at the location of the former Buildings 7, 7A, 11 and 26, and in an area immediately south of the former steam power plant. A layer of cushion soil and a geotextile fabric was placed over the graded debris, and a two-foot thick soil cover constructed. The soil-covered areas were seeded and grass established. Deed restrictions will control excavation and restrict the use of groundwater.

Although game fish are not a consideration in the stream within the vicinity of the site, game fish are an important consideration further downstream and in the Mohawk River. It was necessary to stop the leaching of contaminants into the creek to protect the ecosystem and benthic life in the stream, and prevent possible future downstream impacts to game fish in the Mohawk River. This was addressed by removing material with the highest concentrations of PAHs from the banks of the creek, and preventing erosion of surface soils containing PAHs and elevated concentrations of metals.

2.2 Site Location Map

The location of the site is provided in Figure 1.

2.3 Site Map with Remedy

An as-built drawing showing the remedy in place and existing conditions is provided as Appendix B.

3.0 Institutional and Engineering Controls

The remedial action utilizes both institutional and engineering controls to achieve protection of human health and the environment from the residual contamination at the site.

3.1 Institutional Controls

The institutional controls consists of the environmental easements, which will prevent groundwater use on site, until it can be shown that concentrations of contaminants are at or below Standards, Criteria and Guidance (SCGs). SCGs for groundwater were only slightly exceeded in a few locations. Since the area is served by a public water supply, groundwater is not used for human consumption. Therefore, a human ingestion or exposure to these low levels of contaminants in the groundwater is not likely. Over time, these low levels of contaminants in the groundwater will naturally attenuate, and concentrations should eventually reach SCG levels. The environmental easements will also place conditions on future use of the site. Any excavation at the site will be handled under the Site Management Plan (SMP) through a Soil Management Plan. A sample of an environmental easement for the site is included in Appendix C.

The environmental easement should include:

- A map showing the area of control;
- A description of the engineering and institutional controls identified by the remedy for the site; and
- The property owner's agreement to establish and maintain the easement in a form which is expressly made enforceable by the State, set out in such form as to be recordable pursuant to Real Property Law section 291.

Certification of the Institutional and Engineering Controls is required on an annual basis. This certification is to be a written statement and must identify and evaluate any required institutional and/or engineering controls employed at the site as required by the Record of Decision. The certification will also state that the institutional and/or engineering controls employed at the site are unchanged from the previous certification and are in place and effective; performing as designed; and that nothing has occurred that would impair the ability of the controls to protect the public health and environment.

3.2 Engineering Controls

The engineering controls consist of the soil caps over the buried debris and contaminated soil at the site. The soil cover will prevent direct exposure to PAHs and elevated metals in surface soils, as well as prevent the continued erosion of contaminated soils into the North Chuctanunda Creek sediments. This soil cover will be seeded and maintained until the vegetation is adequately established. The long term maintenance of this soil cover will also be a requirement of any new occupants of the Site. A summary of the remedial activities, including soil cap installation, is available in the Final Engineering Certification Report for the Mohasco Mills Complex (ENSR, 2007).

In the event that the excavation work at the site involves redepositing soil from below the filter fabric demarcation layer on site, a soil management plan must first be submitted to and approved by the NYSDEC. The soil management plan includes detailed plans for sampling, staging, regrading, and covering the excavated soils.

3.2.1 Soil Management Plan

An outline of the soil management plan, which will discuss the following items, is shown below:

- 1) Introduction
- 2) Site Description
- 3) Sampling
 - a) Subsurface Soil
 - b) Certified Clean Fill
- 4) Staging
 - a) Temporary staging of subsurface soil
 - b) Final placement of subsurface soil
- 5) Regrading
 - a) Grading of redeposited subsurface soil
 - b) Compaction of redeposited subsurface soil
 - c) Installation of cushion soil layer
 - d) Installation of geotextile demarcation layer
- 6) Covering
 - a) Installation of certified clean fill cap
 - b) Installation of topsoil
 - c) Re-establishment of vegetative cover

Appendices

- A. As-built drawing of the site
- B. Analytical soil sample data

4.0 Site Monitoring

Monitoring of the site upon completion of remedial work will be conducted to verify that the remedy continues to be protective of public health and the environment and be compliant with the decision document for the site. Site inspections will be conducted periodically and the findings documented in a Site Management Report. Site maintenance activities will be required as needed to ensure that the remedy continues to be protective of public health and the environment and be compliant with the decision document for the site.

4.1 Site Maintenance

Based on the landfill inspections conducted, the following is a list of issues which would warrant maintenance if identified during inspections:

- Mowing
- Major Final Cover Erosion Repairs
- Vegetation Repairs
- Major Settlement Repairs
- Fire Repairs (restoration of vegetation)
- Cover Disturbances
- Security Fence Repairs
- Sign Repairs

4.1.1 Site Maintenance Materials

Seed, Fertilizer, and Mulch – for contingency maintenance tasks/repairs if required, complying with the following seed mix, applied at a rate of 5 pounds/ 1,000 square feet. Mix percentages based on proportions by weight.

- Red or Chewings Fescue – 35%
- Kentucky Bluegrass – 45%
- Perennial Ryegrass (fine textured) – 20%

Fertilizer – NYSDOT 713-03, Type No. 2, 10-6-4 fertilizer applied at a rate of 15 pounds/ 1,000 square feet.

Mulch – Wood cellulose fiber shall be applied evenly over large seeded areas by approved hydro-mulching equipment. Apply at the rate of 1,000 to 1,500 pounds per acre to all seeded areas. Small seeded areas can be mulched with hand-spread straw.

Water – From a clean source to be applied immediately after completing the seeding of a repair area.

Cap Layer Soil – For placement and compaction to repair cover to equivalent performance as required in the Specifications.

Geotextile Demarcation Layer – Non-woven geotextile fabric, 4 oz./square yard.

Topsoil – Topsoil required for cover repairs under contingency maintenance tasks will meet the requirements of the Specifications.

Gravel – Dense graded gravel sub-base material as required to maintain the access road on the east side of the creek.

Rip-Rap Stone – Hard, durable stone for use in repairs to the existing rip-rap reinforced areas adjacent to the access road on the east side of the creek.

Replacement Signs – Signs requiring replacement due to damage will be replaced “in kind” with signs of equal overall size and color, equal letter/symbol size and color, and equal support structures or attachments.

4.2 Site Inspection

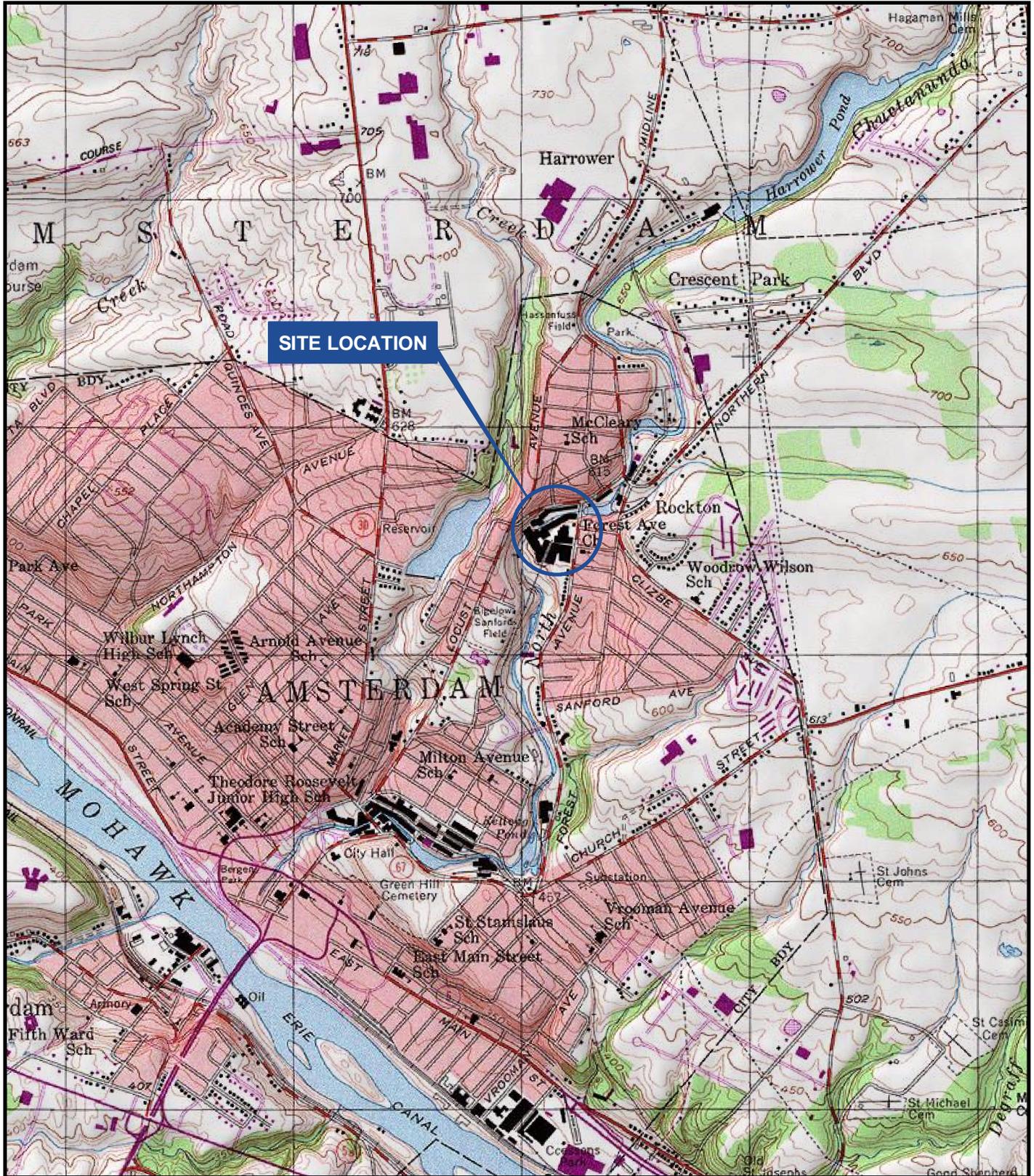
Site inspections will be conducted annually or whenever a severe condition, such as major erosion or flooding occurs at the site. The inspections will be documented on the inspection form provided as Appendix A and will assess the compliance with all institutional controls and site conditions at the time of the inspection. Site inspection items will include:

- Soil cap integrity – verify that the cap components (top soil, clean fill, geotextile and cushion layer) are in place and undisturbed.
- Site drainage – verify that final grading at the site promotes proper drainage to prevent erosion, significant ponding or settling within the former building foundations.
- Cover vegetation – verify that the final seeding has developed sufficient root structure to promote slope stability and minimize erosion.
- Creek banks – verify the stability of the slopes and identify any areas of erosion.
- Vectors – observe the capped area surface for the presence of vectors, such as groundhogs or similar burrowing inhabitants and verify the cap integrity has not been compromised.
- Gravel access road – verify the armor stone placed on the adjacent slope is intact and erosion of the roadbed has not occurred.
- Institutional controls – verify there are no deed restriction violations (e.g. disturbances, excavations).
- Pedestrian footbridge – verify the structural integrity of the bridge decking and handrails. Ensure clear access and identify any potential public health hazards.
- Chain-link fence – inspect the fencing installed for integrity and damage.

4.3 Site Management Report

A site management report will be prepared which summarizes the results of the site inspection. The report will be submitted to the NYSDEC project manager within 45 days of the date of the end of the inspection period and will assess:

- the compliance of the remedy with the requirements of the decision document for the site;
- the performance and effectiveness of the remedy, including identification of any needed repairs or modifications;
- any new conclusions or observations regarding the remedy based on the inspections;
- and recommendations regarding any necessary changes to the remedy and/or site management plan.



<p>Map Location</p> 	<p>SITE LOCATION MAP</p> <p>Legend</p> <p>N</p>  <p>0 500 1,000 2,000 Feet</p>  <p>Scale 1:24,000</p> <p>October 20, 2003</p>	<p>FIGURE 1</p> <p>FORMER MOHASCO MILLS AMSTERDAM, NEW YORK</p> <p>USGS 7.5 Minute Quadrangle: Amsterdam, New York Currentness Year: 1989</p>	<p>ENSR INTERNATIONAL</p> <p>Project Number: 10472-001</p>
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APPENDIX A
SITE INSPECTION CHECKLIST

**SITE INSPECTION CHECKLIST
FORMER MOHASCO MILL COMPLEX SITE
CITY OF AMSTERDAM, MONTGOMERY COUNTY, NY
NYSDEC SITE NUMBER B-00052-4**

Type of Inspection: _____ Scheduled _____ Response to Storm Event

Date of Inspection: _____

Personnel Present: _____

Weather Conditions: _____

INSPECTION ITEMS

COMMENTS/NEED FOR ACTION

Soil Cap Integrity

6" topsoil _____

18" clean fill layer _____

Geotextile demarcation layer _____

4" minimum cushion layer _____

Site Drainage

Erosion features _____

No significant ponding _____

Settling of former foundations _____

Cover Vegetation

Healthy, no stress _____

Creek Banks

Slope stability _____

Vectors

Holes from burrowing _____

Gravel Access Road

Roadbed gravel cover _____

Armor stone reinforced areas _____

Institutional Controls

Deed restriction
violations (disturbances)

Pedestrian Footbridge

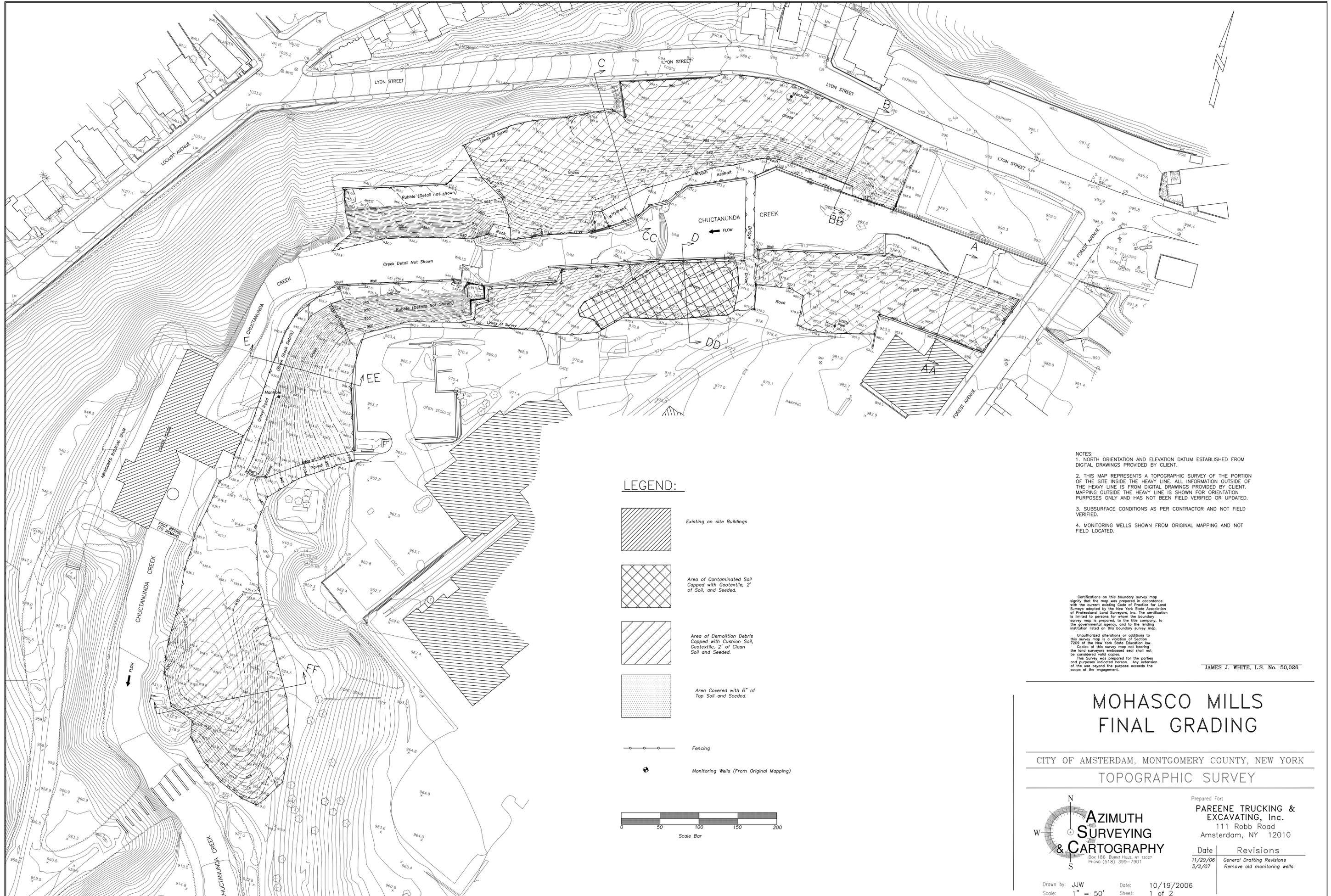
Structural integrity of decking
and hand rails

Chain-link Fencing/Gates

COMMENTS/FOLLOW UP NEEDS:

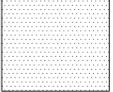
Appendix B

As-Built Drawings



- NOTES:
1. NORTH ORIENTATION AND ELEVATION DATUM ESTABLISHED FROM DIGITAL DRAWINGS PROVIDED BY CLIENT.
 2. THIS MAP REPRESENTS A TOPOGRAPHIC SURVEY OF THE PORTION OF THE SITE INSIDE THE HEAVY LINE. ALL INFORMATION OUTSIDE OF THE HEAVY LINE IS FROM DIGITAL DRAWINGS PROVIDED BY CLIENT. MAPPING OUTSIDE THE HEAVY LINE IS SHOWN FOR ORIENTATION PURPOSES ONLY AND HAS NOT BEEN FIELD VERIFIED OR UPDATED.
 3. SUBSURFACE CONDITIONS AS PER CONTRACTOR AND NOT FIELD VERIFIED.
 4. MONITORING WELLS SHOWN FROM ORIGINAL MAPPING AND NOT FIELD LOCATED.

LEGEND:

-  Existing on site Buildings
-  Area of Contaminated Soil Capped with Geotextile, 2' of Soil, and Seeded.
-  Area of Demolition Debris Capped with Cushion Soil, Geotextile, 2' of Clean Soil and Seeded.
-  Area Covered with 6" of Top Soil and Seeded.
-  Fencing
-  Monitoring Wells (From Original Mapping)



Certifications on this boundary survey map signify that the map was prepared in accordance with the current reading Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map.

Unauthorized alterations or additions to this survey map is a violation of Section 7209 of the New York State Education Law. Copies of this survey map not bearing the land surveyors embossed seal shall not be considered valid copies.

This Survey was prepared for the parties and purposes indicated hereon. Any extension of the use beyond the purpose exceeds the scope of the engagement.

JAMES J. WHITE, L.S. No. 50,026

MOHASCO MILLS FINAL GRADING

CITY OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK
TOPOGRAPHIC SURVEY



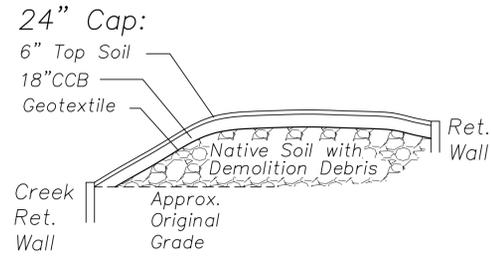
**AZIMUTH
SURVEYING
& CARTOGRAPHY**

Box 186 BURNETT HILLS, NY 12027
PHONE: (518) 399-7901

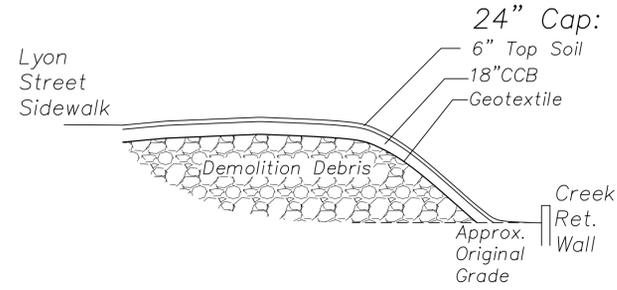
Prepared For:
**PARREEN TRUCKING &
EXCAVATING, Inc.**
111 Robb Road
Amsterdam, NY 12010

Date	Revisions
11/29/06	General Drafting Revisions
3/2/07	Remove old monitoring wells

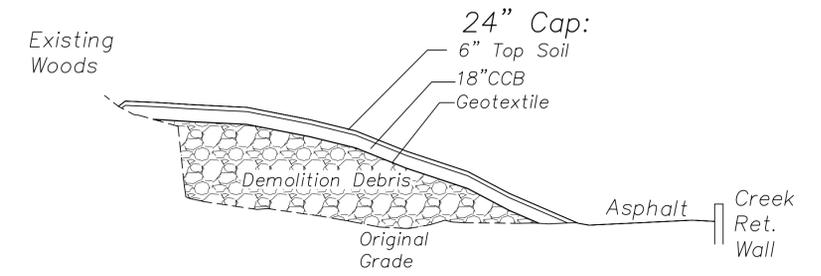
Drawn by: JJW Date: 10/19/2006
Scale: 1" = 50' Sheet: 1 of 2



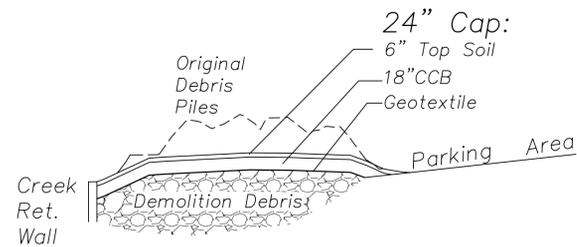
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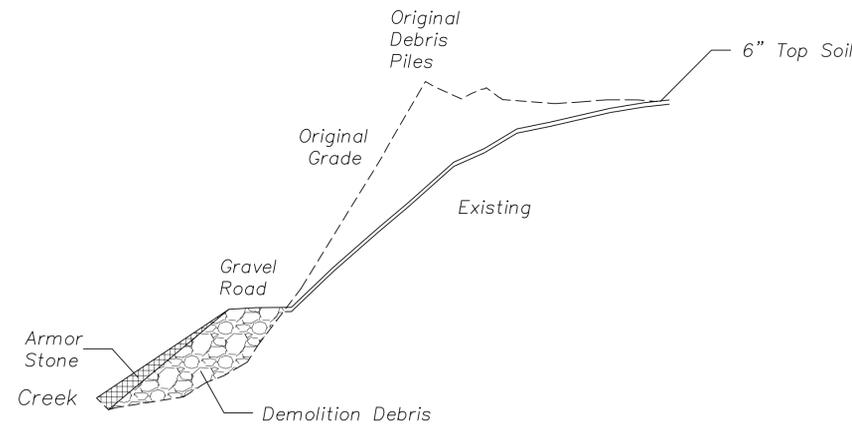
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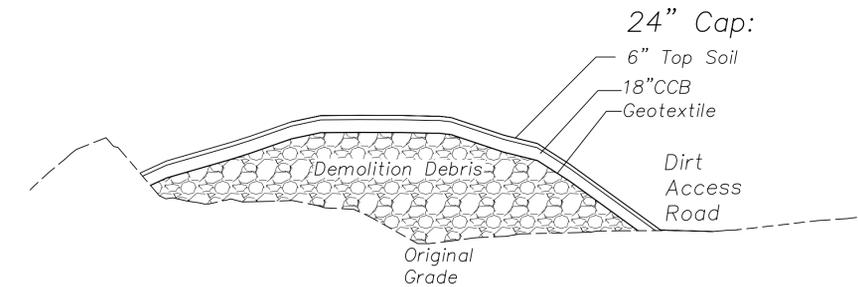
C-CC



D-DD



E-EE



F-FF

CROSS SECTION NOTES:

1. SUB-SURFACE CONDITIONS AS PER CONTRACTOR AND NOT FIELD VERIFIED.
2. ORIGINAL GRADES FROM DIGITAL DRAWINGS PROVIDED BY CLIENT.
3. LEGEND: CCB = Certified Clean Backfill

Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map. Unauthorized alterations or additions to this survey map is a violation of Section 7209 of the New York State Education Law. Copies of this survey map not bearing the land surveyors embossed seal shall not be considered valid copies. This Survey was prepared for the parties and purposes indicated hereon. Any extension of the use beyond the purpose exceeds the scope of the engagement.

JAMES J. WHITE, L.S. No. 50,026

MOHASCO MILLS CROSS SECTIONS

CITY OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK
CROSS SECTIONS



Prepared For:
PAREENE TRUCKING & EXCAVATING, Inc.
111 Robb Road
Amsterdam, NY 12010

Drawn by: JJW
Scale: H: 1"=20'
V: 1"=10'

Date: 11/29/06
Sheet: 2 of 2

Date	Revisions
3/2/07	Combine onto 1 Sheet, General Revisions

APPENDIX C
ENVIRONMENTAL EASEMENTS

THIS INDENTURE made this ____ day of _____, 20 __, between Name of title owner(s) of the site residing at (or having an office at) Title owner's address - no PO Boxes, (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantor, is the owner of real property located in the City/Town/Village of _____, _____ County, New York known and designated on the tax map of the _____ of _____ as insert tax map information, being the same as that Property conveyed to Grantor by deed on _____, and recorded in the Land Records of the _____ County Clerk at insert Liber and page or computerized system tracking/ identification number, comprised of approximately # acres, and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the " Controlled Property"; and;
Attach an adequate legal description of the property subject to the easement, or reference a recorded map. If the easement is on only a part of a parcel of land which is not subdivided into encumbered and unencumbered portions, a legal description needs to be created by a survey bearing the seal and signature of a licensed land surveyor with reference to a metes and bounds description.

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36;and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of (**STRIKE INAPPROPRIATE REFERENCE**) **Brownfield Cleanup Agreement Number _____/State Assistance Contract Number _____/Order on Consent Number _____**, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein (“Environmental Easement”).

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

2. **Institutional and Engineering Controls.** The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor’s successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for **STRIKE INAPPROPRIATE LANGUAGE residential/commercial/industrial use as long as the following the long-term engineering controls are employed:**

STATE THE CONTROLS. FOR EXAMPLE:

(i) **any soil on the property must be covered by a demarcation layer and a barrier layer approved by NYSDEC such as concrete, asphalt or structures or must be covered with a two foot layer of clean soil and this demarcation layer and barrier layer must be maintained; and**

(ii) **any proposed soil excavation on the property below the two foot cover or below the demarcation layer requires prior notification and prior approval of NYSDEC in accordance with the Site Management Plan approved by NYSDEC for this Controlled Property and the excavated soil must be managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives.**

B. The Controlled Property may not be used for a higher level of use such as **STRIKE INAPPROPRIATE LANGUAGE residential/commercial use** and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that until such time as the Environmental Easement is

extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

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

D. Grantor covenants and agrees that it shall annually submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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

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

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

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement.

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no

privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.

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

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall address its correspondence to:

Division of Environmental Enforcement
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany New York 12233-5500

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

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release by

the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

11. Costs and Liabilities. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage.

12. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.

13. Successors. The term "Grantor", wherever used herein, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns.

14. Compliance with Law. This Environmental easement shall not remove the necessity of Grantor to obtain any permit and/or approval from any governmental agency having jurisdiction over any activity conducted or to be conducted on the Controlled Property.

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

Grantor's Name

By: _____

Title: _____

Date: _____

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

By: _____
Erin M. Crotty, Commissioner

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:

COUNTY OF _____)

On the _____ day of _____, in the year 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

Grantee’s Acknowledgment

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the _____ day of _____, in the year 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York