

COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

5 Warren Street, Suite 210
Glens Falls, New York 12801

Tel. (518) 792-1312

The **Executive/Park Committee** meeting of the Counties of Warren and Washington Industrial Development Agency was held on Wednesday, February 5th, 2020 at the offices of FitzGerald Morris Baker Firth PC, 68 Warren Street, Glens Falls, NY. The following were:

Present:

Dave O'Brien
Craig Leggett
Michael Bittel

Chair
Vice Chair
Sec/Treasurer

Also Present:

Alie Weaver
Kara Lais, Esq.
Tom Jarrett
Jack Kelley
Michael Goot
Lester Losaw
Nick Caimano
Craig Darby
Mr. Kenyon

Office Administrator
FitzGerald Morris Baker Firth PC
Jarrett Engineers
Coldwell Banker Commercial
Post Star
WWIDA/WWCDC CEO/CFO
WWIDA/WWCDC Member
CBRE
Kenyon Properties LLC

The minutes were taken by the Office Administrator.

Call to Order: The Chair called the meeting to order at 9:00 A.M. Roll call was taken to establish a quorum.

Park Committee

Mr. Kenyon expressed interest in purchasing Lot 3 as an area to stage his company's trucks and employee's vehicles.

Ms. Lais advised a variance of sections 2.01 and 3.06 of the covenants would need to be sought.

Mr. Jarrett advised a site plan would need to be presented to the town of Kingsbury as well as the IDA.

Mr. Bittel motioned to go into executive session to discuss contract negotiation and Mr. Leggett seconded. All voice-voted in favor.

Post executive session Mr. Leggett made a motion to move the discussion to the February Board meeting and Mr. Bittel seconded and a unanimous voice vote in favor.

Mr. Goot asked if a price has been set for the potential sale of Lot 3 to Kenyon Properties and Mr. O'Brien stated the IDA counter was not to exceed \$51,000. Mr. Kenyon stated he will bring that counter to his directors.

Industrial Park – Mr. Jarrett stated he reviewed a draft proposal from Ms. Roberts and asked her to make some changes for clarification and will bring it to the Board once the final proposal has been reviewed by Mr. O'Brien and Mr. Kelley.

Mr. Jarrett also stated that Ms. Lais is comfortable with the revised plat that was prepared to remove the archeological restriction on Lot 7 and both offices are checking with the county to see what was filed previously to make sure it is updated properly.

Potential Project Updates – Mr. Kelley stated interest in the park from an international solar company with a recent site visit.

Mr. Bittel stated concern of Kingsbury's zoning regulations.

Mr. Jarrett stated solar is often compatible with wetlands and noted the Town of Kingsbury approved a solar installation just north of County Line Road a few years ago.

Mr. Kelley stated this property was zoned industrial and he will keep the IDA posted as things progress with further discussions.

Approval of minutes: Mr. Leggett made a motion to approve the January 8th, 2020 minutes and Mr. Bittel seconded and the motion was approved by unanimous voice vote.

Executive Committee

Dewatering Land Purchase Update – Mr. O'Brien stated terms of negotiating the contract will have to be held in executive session with no action taken.

Annual project survey update – Mrs. Weaver stated there were four projects yet to produce the annual project surveys and she has been in contact with them.

Town & County Tax Update – Mrs. Weaver stated there are two projects past due on their tax payments, ICC4 West Main and Tribals. The mandatory 1% late fee has been incurred and revised payments letters were sent out.

Marketing & Direction – Mr. O'Brien stated this subject will not be discussed at this time.

Recapture – Ms. Lais stated Firetek has not yet provided their ST-340 for 2019. Mr. O'Brien stated there are other outstanding ST-340's from the other projects that have not yet been received.

New Business: *Policy review and discussion* – Mr. Bittel stated he reviewed the IDA policy and approves as is. Mr. Leggett stated he has not had the chance to review policy beyond the by-laws. Mr. O'Brien stated the policy will need to be reviewed and discussed before the February board meeting.

Adjournment – There being no other matters to discuss, Mr. O'Brien adjourned the IDA Executive Meeting at 10:20 a.m. and moved to open the CDC Executive Meeting.



CIREB

Commercial and Industrial Real Estate Brokers, Inc.
A PROFESSIONAL TRADE ASSOCIATION

Revised June 2012

STANDARD FORM CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE
THIS IS A LEGALLY-BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND
ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

A. SELLER - The Seller is

Counties of Warren & Washington Industrial Development Agency
5 Warren Street, Suite 210, Glens Falls, NY 12801

(the word "Seller" refers to each and all parties who have an ownership interest in the Property).

B. PURCHASER - The Purchaser is

Kenyon Properties LLC
68 Park Road Kingsbury NY 12839

(the word "Purchaser" refers to each and all of those who sign below as Purchaser).

2. PROPERTY TO BE SOLD

The Property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as

Tax Map Parcel 137.-2-1.4. As illustrated on the Sketch Map located at
Addendum 1.

located in the city, village or town of Kingsbury in Washington County.
(This Property includes all the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the property.) The lot size of the Property is described as approximately
Property to be sold is 2.53± acres.

3. ITEMS INCLUDED IN SALE

The items, if now in or on said Property are represented to be owned by the Seller, free from all liens and encumbrances, and are included in the sale "as is", on the date of this offer, together with the following items

4. PURCHASE PRICE

The purchase price is (\$ 50,000 Fifty thousand) ~~Sixty-Three Thousand, Two Hundred Fifty~~
DOLLARS

The Purchaser shall pay the purchase price as follows:

\$ 5,000 6,500.00 deposit with this contract.
\$ additional deposit on _____
\$ 45,000 56,750.00 in cash or certified check at closing.
\$ by PURCHASER assuming and agreeing to pay a mortgage, now a recorded lien on the premises upon which there is unpaid estimated principal amount.
\$ Purchase money mortgage to Seller (see attached addendum for terms)

\$ 50,000 63,250.00 TOTAL PRICE

Coldwell Banker Commercial Prime Properties 621 Columbia Street Cohoes, NY 12047
Phone: 518.785.9000 131 Fax: 518.220.9448 Jon Kelley

WWIDA to Darby

Seller's Initials: _____ Purchaser's Initials: _____

5. MORTGAGE CONTINGENCY

This Contract is contingent upon Purchaser obtaining approval of a mortgage loan in the amount of \$ _____ at an initial rate of _____ percent, fixed or adjustable; for a term of _____ not to exceed _____ points. Purchaser agrees to use diligent efforts to obtain said approval and shall apply for the mortgage loan within _____ business days after the Seller has accepted this contract. Purchaser agrees to apply for such a mortgage loan to two lending institutions, if necessary. This contingency shall be deemed waived unless Purchaser shall notify _____ in writing as called for in paragraph 19, no later than _____ of his/her inability to obtain said approval. If the Purchaser so notifies, then this Contract shall be deemed cancelled, null and void, and all deposits made hereunder shall be returned to the Purchaser.

6. MORTGAGE EXPENSE AND RECORDING FEES

The mortgage recording tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Purchaser.

7. OTHER TERMS (if any)

Counties of Warren & Washington Industrial Development Agency will not will not be responsible for the construction of a road or installation of any utilities nor provide a Payment of Lieu of Tax, mortgage tax abatement or relief of sales taxes on any construction materials.

Sellers Attorney costs shall be included in the \$150,000 purchase price.

8. TITLE AND SURVEY

A. The abstract of title or any continuation thereof, or any title insurance policy shall be obtained at SELLER'S ☐ PURCHASER'S ☒ expense. The Seller shall cooperate in providing any available abstract of title or title insurance policy information without cost to PURCHASER. If the SELLER has a survey of the premises, it shall be provided to the PURCHASER and SELLERS ☐ PURCHASER ☒ shall pay the cost of updating any such survey or the cost of a new survey.

B. Title to the Property shall be free and clear of all liens, encumbrances, covenants, conditions and other matters affecting title, except for the Permitted Exceptions, and shall be good of record, in fact merchantable and insurable at standard rates. For the purposes of this Paragraph 8, the term "Permitted Exceptions" shall mean those matters affecting title to the Property set forth on Exhibit _____, attached hereto and made a part hereof.

9. CONDITION OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and the Purchaser agrees to take title to the buildings "as is" and in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and closing of title; except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled "Uniform Vendor and Purchaser Risk Act", said section shall apply to this Contract.

10. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the Property subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the Property is not in violation thereof and any of the foregoing does not prevent the intended use of the Property for the purpose of _____ ~~outside storage of construction materials~~ ; also subject to any existing tenancies, any unpaid installments of street or other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the Property unmarketable.

outside storage of vehicles and equipment

Seller's Initials: _____ Purchaser's Initials: _____

WWIDA to Darby

11. DEED

Bargain and Sale Deed

The Seller shall convey the Property to the Purchaser by ~~Warranty Deed~~ in proper form for recording, which deed shall include the covenant required by Subdivision "5" of Section 13 of the Lien Law. If the Seller conveys in any trust capacity, the usual deed given in such cases shall be accepted. The said deed shall be prepared, duly signed by the Seller, signature(s) acknowledged, all at the Seller's expense, so as to convey to the Purchaser the fee simple of said premises free and clear of all liens and encumbrances, except as herein stated. ~~At Closing, Seller will pay any and all state, county and local transfer and recording fees pursuant to New York State Department of Taxation and Finance Combined Real Estate Transfer Tax Return (TP-584), plus any other transfer related tax or fee. All other costs and expenses attendant to settlement, including title company charges, shall be at the cost of the party that incurred same, at or prior to Closing.~~

12. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- A. Rents and security deposits. Seller shall assign to Purchaser all written leases and security deposits affecting the premises.
- B. Taxes, sewer, water, rents and condominium or association fees.
- C. Municipal assessment yearly installments except as set forth in item 9.
- D. Fuel, based upon fair market value at time of closing as confirmed by a certificate provided by Seller's supplier.

13. RIGHT OF INSPECTION AND ACCESS

Purchaser and/or a representative shall be given access to the Property for any tests or inspections. The PURCHASER agrees to hold Seller harmless against any and all liabilities that may arise from said tests and inspections. In the event the Purchaser does not purchase the Property, the Purchaser agrees to restore the Property to its original condition. This Contract is contingent upon a written determination(s), at Purchaser's expense, by a licensed architect or licensed engineer or by an agreed third party that the Property is free from structural, mechanical, and/or environmental defects exceeding a combined value of \$3,500.00.

This contingency shall be deemed waived unless Purchaser shall notify both attorneys and brokers, in writing, by certified or registered mail, return receipt requested, post-marked no later than March 6, 2020 or by personal service by such date, of such defects(s), and furthermore supplied a written copy of the inspection report. If the Purchaser so notifies, then this Contract shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser or, at Purchaser's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing.

14. TRANSFER OF TITLE

Transfer of title is to be completed at 12:00 noon on or about 60 Days from Full Execution
March 20, 2020
at the office of the Seller's attorney.

15. DEPOSITS

It is agreed that any deposits by the Purchaser are to be deposited with the Listing Broker as part of the purchase price. If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser. If the offer is accepted by the Seller, all deposits will be held in escrow by the listing Broker until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price. Broker shall apply the total deposit to the brokerage fee. Any excess of deposit over and above the fee earned will go to the Seller.

If the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be held by the Broker pending a resolution of the disposition of the deposits.

16. REAL ESTATE BROKER

The Purchaser and Seller agree that Jon A. Kelley, CCIM, of CBCPP and Craig Darby of CBRE brought about the sale, and Seller agrees to pay the Brokers' commission to Coldwell Banker Commercial Prime Properties as agreed to per separate agreement.

Seller's Initials: _____ Purchaser's Initials: _____

17. ADDENDA

The following attached addenda are part of this Contract:

- a. Addendum 1 - Sketch Map
- b. Addendum 2 - Environmental Assessment Contingency
- c. Addendum 3 - Governmental Approvals Contingency
- d. Addendum 4 - Declaration of Uses, Covenants and Regulations
- e. Addendum 5 - Miscellaneous

18. ATTORNEYS APPROVAL CLAUSE

This Contract is contingent upon Purchaser and Seller obtaining approval of this Contract by their attorney as to all matters contained therein. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies the other attorney and broker in writing, as called for in paragraph 19, of their disapproval of the Contract no later than 5 business days after acceptance. If Purchaser's or Seller's attorney so notifies, then this Contract shall be deemed cancelled, null and void, and all deposits shall be returned to the Purchaser.

19. NOTICES

All notices contemplated by this Contract shall be in writing, delivered by certified or registered mail, return receipt requested, postmarked no later than the required date, or by personal service by such date.

20. MISCELLANEOUS

- A. Originals. This Contract may be executed in counterparts, each of which will be an original, and a facsimile copy showing execution shall be given the same force and effect of an original.
- B. Section and Other Headings. The section and other headings are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Contract.
- C. Governing Law. This Contract will be construed and enforced in accordance with the laws of the State of New York without giving effect to any conflict of laws or choice of laws to the contrary.

21. ENTIRE AGREEMENT

This Contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Contract shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

Dated: December, 2019




Purchaser

Purchaser

ACCEPTANCE

Dated: December, 2019



Seller **Counties of Warren & Washington
Industrial Development Agency**

Seller

Addendum 1

Sketch Map

**Warren Washington IDA
Industrial Park
Kingsbury, New York**

Lot 3



Commercial & Industrial Real Estate Brokers, Inc.

Addendum # 2 ENVIRONMENTAL ASSESSMENT CONTINGENCY

**THIS IS A LEGALLY-BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.**

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE

OF REAL ESTATE DATED December, 2019 BETWEEN

Kenyon Properties LCC

(Purchaser)

and

Counties of Warren & Washington Industrial Development Agency

(Seller)

Regarding the property located at: County Line Road, Kingsbury, NY Tax Map Parcel 137.-2-1.4

This Agreement is contingent upon Purchaser obtaining, at Purchaser's expense, an environmental assessment report of the subject property that is acceptable to Purchaser and Lender (if applicable), in Purchaser's sole discretion. Said report is to be prepared by an engineer, environmental consultant, or other qualified person. This contingency shall be deemed null and void unless Purchaser notifies both attornies and broker, in writing, by certified registered mail, return receipt requested, postmarked no later than 60 days from execution, or by personal service by such date, that the report is not acceptable, in Purchaser's sole discretion, to Purchaser.

Purchaser

Date

Seller

Date

Purchaser

Date

Seller

Date

6/1/96

Coldwell Banker Commercial Prime Properties 621 Columbia Street Cohoes, NY 12047
Phone: 518.785.9000 131 Fax: 518.220.9448 Jon Kelley

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

WWIDA to Darby

Addendum # 3 **GOVERNMENT APPROVALS CONTINGENCY**

**THIS IS A LEGALLY-BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.**

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE BETWEEN

Kenyon Properties LLC (Purchaser)
and
Counties of Warren & Washington Industrial Development Agency (Seller)

Regarding property located at: Tax Map Parcel 137.-2-1.4

This agreement is contingent upon the Purchaser obtaining at his own expense, any and all governmental approvals and/or permits (if necessary) required to use the premises as outside storage of construction materials

vehicles and equipment. This contingency shall be deemed waived unless the Purchaser shall notify both attorneys & broker,

in writing, by certified/registered mail, return receipt requested, post-marked no later than March 6, 2020

or by personal service by such date of the failure of this contingency. If purchaser so notifies, then this Agreement shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser.

*60 Days from
Execution*

Purchaser Date

Seller Date

Purchaser Date

Seller Date

Addendum 4

Declaration of Uses, Covenants and Regulations

Seller's Initials: Purchaser's Initials:

Addendum 4

Declaration of Uses, Covenants and Regulations

Seller's Initials: Purchaser's Initials:

THE COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

DECLARATION OF USES, COVENANTS AND RESTRICTIONS

PURPOSE

It is the desire and intention of the Counties of Warren and Washington Industrial Development Agency (WWIDA) to develop Phase II of the Airport Industrial Park (the "Park") for light manufacturing, assembly, research or laboratory operation and related enterprises; to impose covenants, conditions and restrictions upon the land for the benefit of both the property and the community of which it is a part; and to ensure that the property is developed in ways that are compatible with both the natural and developed environments of the area. To these ends, the WWIDA has adopted standard to:

- A. Ensure proper use and appropriate development of the Park as a whole and for the improvement of each building site in the Park;
- B. Protect the owners and tenants of building sites therein against any use which may be incompatible with the purposes of the Park;
- C. Guard against the erection of structures built of improper or unsuitable materials;
- D. Encourage erection of harmoniously located, attractive improvements in the Park;
- E. Secure and maintain proper setbacks from streets and provide adequate free space between structures;
- F. Provide ample uncongested space and circulation for all owners and tenants; and
- G. Provide maximum flexibility for expansion, changes in use and adaptation for owners and tenants.

The following standards are to be used by architects, engineers and builders when preparing plans for structures to be located within the Park. Nothing below is to be construed, however, as allowing exceptions to any local, state or federal statute, law or ordinance.

Seller's Initials: Purchaser's Initials:

ARTICLE I DEFINITIONS

The following words shall have the following meanings when used in this Declaration of Uses, Covenants and Restrictions:

- 1.01 "WWIDA" shall mean the Counties of Warren and Washington Industrial Development Agency.
- 1.02 "Lot" shall mean any parcel in the Park heretofore or hereafter created by the subdivision or re-subdivision of the property or any part thereof.
- 1.03 "Owner" shall mean any person, firm or corporation holding title or record in and to any lot or portion thereof and any person, firm or corporation holding any security interest in and to any lot or portion thereof, including, without limitation, any mortgagee, any trustee under a deed of trust, any beneficiary of a deed of trust, or any long term lessee holding under the WWIDA.
- 1.04 "Park" shall mean those certain tracts or parcels of land containing in the aggregate, 105 acres of land, more or less, situate, lying and being in the Town of Kingsbury in Washington County and more particularly described in Exhibit A, annexed hereto and made a part hereof.
- 1.05 "Structure" shall mean all man made improvements, including buildings, temporary structures, and fences.

ARTICLE II LAND USE

Section 2.01 Zoning

No land shall be used for any purpose other than light manufacturing, assembly, research, or laboratory operation, and as may be permitted by the WWIDA from time to time in the manner set forth in Article VIII hereof.

Section 2.02 Lot Size and Frontage

The minimum lot size for any development parcel in the Park shall be in excess of 75,000 sq. ft. or 1.72 acres per plot, and the frontage shall not be less than 200 feet, unless approved by the WWIDA in the manner set forth in Article VIII hereof.

Seller's Initials: Purchaser's Initials:

ARTICLE III
USE OF PROPERTY: RESTRICTIONS

Section 3.01 Setback Restrictions

Setback Restrictions shall be the same as those set forth in the Town of Kingsbury Zoning Ordinance.

Section 3.02 Accessory Buildings

The construction, size and location of accessory buildings shall be governed by the Town of Kingsbury Zoning Ordinance.

Section 3.03 Underground Utilities, Pipes, Etc.

No pipe, conduit cable, line or the like for water, gas sewage, drainage, stem, electricity or any other utility or service shall be installed or maintained upon any lot (outside of any building) above the surface of the ground. Any exception to the above conditions can only be in such manner and upon such conditions as may be specifically approved by the WWIDA.

Section 3.04 Parking

All parking areas on each lot shall be the same as set forth in the Town of Kingsbury Zoning Ordinance.

Section 3.05 Loading

All provisions for vehicle loading shall be provided on the lot. No on-street vehicle loading shall be permitted. Vehicle loading shall be permitted only at the rear of buildings or on a side; except that such loading performed on a side shall be screened from front street visibility and adjacent properties in a manner approved by the WWIDA.

Section 3.06 Outside Storage

No outside storage or operations of any kind shall be permitted on any lot, unless such activity is visually screened from all street and adjacent properties in a manner approved by the WWIDA. No outside storage shall extend above the top of such screening.

Seller's Initials: Purchaser's Initials:

Section 3.07 Signs

The location, size, design and construction of signs shall be governed by the Town of Kingsbury Zoning Ordinance, must be in keeping with the character of the property and must be approved in writing by the WWIDA.

Section 3.08 Vibration

Buildings and other structures shall be constructed and machinery and equipment installed and insulated on each lot so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point along any of the exterior lot lines.

If vibration and/or concussion are either a constant or intermittent part of an operation, a report prepared by a licensed geotechnical engineer shall be presented to the WWIDA during the design process. This report shall state the probable effect of the operation and proposed mitigating measures. Such report shall be on factor to be considered by the WWIDA when determining whether to grant approval.

Section 3.09 Air Quality

Air pollutants, including but not limited to dust, smoke odors, gasses and fumes, shall not be released to the atmosphere without the proper permits from the New York State Department of Environmental Conservation or other body having jurisdiction.

Section 3.10 Maintenance - Refuse or Trash

The owner of every lot shall keep it and all buildings, parking lots and roadways, and all improvements used in connections with the lot, in a safe, clear, neat and sanitary condition and shall comply in all respects with all governmental zoning, health, fire and police requirements. Each owner shall remove at the owner's expense any rubbish or any character which may accumulate on owner's lot. During construction of any improvements on any lot, the owner thereof shall keep any construction site free of unsightly accumulations of rubbish and scrap materials; and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner.

Section 3.11 Landscaping

Owners shall maintain all land and structures owned within the Park in a manner compatible with the provisions of these covenants and restrictions.

Seller's Initials: Purchaser's Initials:

Section 3.12 Waste Water Disposal

All waste water discharged shall conform to all applicable federal, state and local requirements, regulations and/or local laws or ordinances.

Section 3.13 Solid Waste Disposal

It shall be the responsibility of each owner to 1) individually contract for removal and disposal of all waste material; 2) secure necessary permits for disposal of potentially toxic materials; and 3) ensure proper transportation of all waste materials to protect the health, safety and well-being of the public. Disposal of any waste material at the Park is prohibited. All landfills are specifically prohibited in the Park.

Section 3.14 Land Coverage

Land coverage regulations shall be the same as set forth in the Town of Kingsbury Zoning Ordinance.

Section 3.15 Temporary Structures

Temporary structures shall be the same as set forth in the Town of Kingsbury Zoning Ordinance.

Section 3.16 Animals

No livestock, poultry or other animals shall be kept on any lot except as required for research and development establishments and testing laboratories, and in no event shall any stable, hutch, barn, coop or other housings or shelter for animals or for the storage of materials be placed or maintained upon any lot, except as approved by the WWIDA.

Section 3.17 Noise

Offensive noise shall not be permitted. Noise shall be measured on any boundary of the lot on which the use generating the noise is located. Noise shall be muffled so as not to become objectionable due to intermittence, beat frequency, shrillness, intensity or other cause.

If any planned operations involves either a constant or intermittent noise, a report prepared by a professional engineer shall be presented to the WWIDA during the design process. This report shall state the probable effect of the operation and proposed mitigating measures. Such report shall be one factor to be considered by the WWIDA when determining whether to grant approval.

Seller's Initials: Purchaser's Initials:

Section 3.18 Radioactive Materials

Any operation requiring licensing by the Nuclear Regulatory Commission (or its successor) shall also require the written approval of the WWIDA.

ARTICLE IV SUBMISSION AND APPROVAL PROCESS

Section 4.01 Submissions

No structure shall be constructed, altered or moved onto any lot, nor shall any new use be commenced on any lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the WWIDA. Plans and specifications shall be organized and such other drawings as are necessary to show the nature, exterior color scheme, kind, shape, height, type of materials and location with respect to the particular lot (including proposed front, rear and side setbacks and open spaces) of all structures and with reference to other structures on other portions of the property, and the number and location of all parking spaces and driveways on the lot; a grading plan for the lot; a planting plan; a site lighting plan; a plan of storm drainage facilities; a sign program; an Environmental Assessment Form (EAF); and such other details as may be required by the WWIDA from time to time.

Section 4.02 Approval, Disapproval, Revision

- A. Following submissions of plans to the WWIDA pursuant to Section 4.01, the WWIDA shall cause the plans to be carefully examined by its authorized representatives and with reasonable promptness shall:
 1. Accept the plans as submitted; or
 2. Return the plans with suggestions for revisions; or
 3. Reject the plans with reasons therefore in writing.
- B. The WWIDA may reject the plans or return them for revision for any of the following:
 1. Failure to comply with any of the standards and restrictions contained herein;
 2. Failure to include information in plans and specifications as may have been reasonably requested by the WWIDA;

Seller's Initials: Purchaser's Initials:

3. Objection to the exterior design, appearance or materials of any proposed structure;
4. Objection on the grounds of incompatibility of any proposed structure or use with existing or proposed structures or uses on other lots in the property;
5. Objection to the grading or lighting plan for any lot;
6. Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any structure;
7. Objection to the proposed signage; or
8. Any other matter which, in the judgement of the WWIDA would render the proposed structure or structures or use inharmonious with the general plan of improvement of the Park.

In any case, where the WWIDA disapproves any plans and specifications, or approves the plans and specifications with modifications or with specified conditions, that disapproval or qualified approval will be accompanied by a statement of the grounds upon which the action was based.

Section 4.03 Approval

Upon approval by the WWIDA of any plans and specifications, a copy of those plans and specifications, as approved, shall be retained for permanent record by the WWIDA and a copy of the plans and specifications bearing the approval, in writing, will be returned to the applicant.

Section 4.04 Rules and Regulations

The WWIDA may from time to time promulgate rules and regulations governing the form and content of plans and specifications to be submitted for approval, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters which require approval. These rules and statements of policy may be amended or revoked by the WWIDA at any time. Approval of any plans and specifications will not be deemed a waiver of the WWIDA's right, in its discretion, to disapprove those plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot or lots.

Seller's Initials: Purchaser's Initials:

ARTICLE V
PROTECTION OF WETLANDS

Section 5.01 Designated Wetlands

Areas designated as shrub, emergent or forested wetland on the plan entitled *Subdivision Plat: Warren-Washington Counties Industrial Park - Phase IIA Development* dated November 2001, last revised April 4, 2003 (approved by the Kingsbury Planning Board on April 16, 2003 and subsequently filed in the Washington County Clerk's Office on the 28th day of April, 2003 in File # 31C-46), shall be designated as protected wetland areas in perpetuity. This includes all wetlands outside of the area labeled on the above-referenced plan as the Wetland Mitigation area with the EXCEPTION of the areas approved for fill as shown in lots 4, 5D, 6, 8, 9, 10 and in the former ditch.

Within the protected wetland areas, activities prohibited by any future owner include: dredging, filling or alteration of natural grade. There shall be no discharge of soil, sediment, construction debris or other fill material to the wetland or permanent stockpiling or disposal of leaves, yard waste, compost material or manmade materials or structures within the wetland boundaries. There shall be no clear cutting, mowing or removal of natural vegetation within the designated wetland. No activities in or adjacent to the wetland shall occur that will adversely affect wetland by flooding or draining the protected wetland.

Section 5.02 Wetland Mitigation Area

Secondly, all of the area within the boundary of the Wetland Mitigation Area and constructed ditch as shown on the plan entitled *Subdivision Plat: Warren-Washington Counties Industrial Park - Phase IIA Development* dated November 2001, last revised April 4, 2003 (approved by the Kingsbury Planning Board on April 16, 2003 and subsequently filed in the Washington County Clerk's Office on the 28th day of April, 2003 in File # 31C-46), shall also be protected from future disturbance in perpetuity. All restricted activities applicable to protected wetlands on the site shall apply to the Wetland Mitigation Area, with the exception of any activities with the purpose of enhancing, restoring or maintaining the created wetland and approved by the U.S. Army Corps of Engineers. These activities may include planting, seeding, alteration of water control structures, installation of monitoring wells, management of plant communities and minor grading to restore, maintain, monitor or improve wetland habitat within the constructed wetland areas.

ARTICLE VI
COVENANTS

Section 6.01 Covenants Run with Land

The foregoing covenants and restrictions shall run with bind and inure to the benefit of the land in the Park, and the WWIDA covenants and agrees to hold such land retained by

Seller's Initials: _____ Purchaser's Initials: _____

it, subject to all the terms, provisions and conditions of this Declaration of Uses, Covenants and Restrictions. Any and all sales, leases, mortgages, or other dispositions of such land or any part thereof shall be subject of this Declaration of Uses, Covenants and Restrictions. The WWIDA reserves the right, however, from time to time hereafter to delineate, plot, grant or reserve within the Park public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Park (and from time to time to change the location of the same).

Section 6.02 Enforceability of Covenants

Said covenants and restrictions shall be enforceable by the WWIDA, its successors and assigns, and all future owners of property in the Park.

Section 6.03 Violation of Covenants

Violation of any of said restrictions or conditions or breach of any covenant or agreement herein contained shall give the WWIDA under Section 9.01, in addition to any other remedy under the laws of the United States, the State of New York, Washington County, or the Town of Kingsbury, (but not the obligation) to enter upon the lot as to which such violation or breach exists and summarily to abate and remove any erection or thing or correct any condition that may constitute such violation or breach at the expense of the then owner or tenant of such land, which expense shall be a lien on such lot enforceable in equity; provided however that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after the mailing by first class mail, postage prepaid, of notice of such violation or breach from the WWIDA or their assignees to the occupant of the lot on which the violation or breach has occurred.

ARTICLE VII TERM OF COVENANTS

Section 7.01 Term

This Declaration of Uses, Covenants and Restrictions shall continue in force for a period of fifty (50) years from the date hereof, at which time the aforesaid agreement shall cease and terminate and be of no further force and effect.

Seller's Initials: _____ Purchaser's Initials: _____

ARTICLE VIII
VARIANCE PROCEDURE

Section 8.01 Variance Procedure

The Zoning Board of Appeals of the Town of Kingsbury shall have the authority, pursuant to its rules and regulations, to grant variances to the restrictions set forth in Sections 3.01, 3.02, 3.04, 3.07, 3.14 and 3.15 of this instrument. The WWIDA reserves the right to grant variances to the restrictions set forth in Articles II and III of this instrument upon showing of need, reasonableness and compatibility with other businesses in the Park; and is not in violation of any governmental law, rule or regulation.

ARTICLE IX
WAIVER AND APPROVALS

Section 9.01 Waiver or Invalidation

Any waiver or failure to enforce any provision of this Declaration of Uses, Covenants and Restrictions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Park or of any other provision of this Declaration of Uses, Covenants and Restrictions. Invalidation by Court adjudication of any provisions of this Declaration of Uses, Covenants and Restrictions shall not affect the validity of any other provision, and all other provisions hereof shall remain in full force and effect.

Section 9.02 Approvals

All matters requiring approval of or waiver by the WWIDA shall be submitted to the WWIDA in writing.

ARTICLE X
NOMINEES AND SUCCESSORS OF THE WWIDA

Section 10.01 Nominees and Successors of the WWIDA

The WWIDA may from time to time, delegate any or all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. It may also permanently assign any or all of its powers and duties, obligations, rights, title, easements and estates reserved to it, to any corporation, association or persons that will accept the same. Any such assignment shall be in writing recorded among the Land Records of Washington County and the assignee shall join therein for the purpose of evidencing its acceptance of the same, and such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the WWIDA, and the WWIDA shall thereupon be released from any and all obligations set forth in this Agreement, as amended from time to time.

Seller's Initials: Purchaser's Initials:

ARTICLE XI
BINDING EFFECT

Section 11.01 Binding Effect

This Declaration of Uses, Covenants and Restrictions shall be binding upon and shall inure to the benefit of the WWIDA, its successors and assigns and all future owners of property in the Park.

The foregoing covenants and restrictions were duly adopted by the Counties of Warren and Washington Industrial Development Agency on the 28th day of April, 2003.

Dated : MAY 1, 2003

COUNTIES OF WARREN AND
WASHINGTON INDUSTRIAL
DEVELOPMENT AGENCY

By:

Nicholas A. Caimano
Nicholas A. Caimano, Chairman

ATTEST:

Bruce A. Ferguson
Bruce A. Ferguson, Secretary

STATE OF NEW YORK)

COUNTY OF WARREN

ss.:

On the 1ST day of MAY in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **NICHOLAS A. CAIMANO and BRUCE A. FERGUSON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Julie C. Sommo
Notary Public

Seller's Initials: Purchaser's Initials:

JULIE C. SOMMO
Notary Public, State of New York
Warren County #01SO6035592
Commission Expires Jan. 3, 2006

INDEXED & PAGED

MAY 9 10 49 AM '03

173
833
173
833
LIBER 935
PAGE 318
WASHINGTON
DO NOTAL

PARCEL A

All that certain piece or parcel of land situate, lying and being in the Town of Kingsbury, County of Washington and the State of New York, more particularly bounded and described as follows: **BEGINNING** at a point in the proposed easterly bounds of County Line Road and located South 84 degrees, 12 minutes and 00 seconds East 50.01 feet from the northwest corner of the lands conveyed by Michael B. Casey to the Counties of Warren and Washington Industrial Development Agency by deed dated March 26, 1975, recorded in book 448 of deeds at page 338, being at the southwest corner of lands now or formerly of Jeremiah and Colleen P. Kelly; thence running along said lands of Kelly, South 84 degrees, 12 minutes and 00 seconds East, along a fence in the southerly bounds of lands conveyed to Kelly and the northerly bounds of Lot 53 of the Kingsbury Patent, a distance of 818.34 feet; thence running South 84 degrees, 13 minutes and 00 seconds East, still along the same, a distance of 1078.01 feet; thence running South 84 degrees, 22 minutes and 00 seconds East, still along the same, a distance of 162.46 feet; thence running South 09 degrees, 29 minutes and 06 seconds West, through the lands conveyed to said Counties of Warren and Washington Industrial Development Agency by said deed, a distance of 1331.51 feet to a point in the proposed northerly bounds of Casey Road; thence running westerly along the proposed northerly bounds thereof, the following five courses and distances:

- (1) North 83 degrees, 50 minutes and 00 seconds West, a distance of 371.53 feet;
- (2) North 83 degrees, 29 minutes and 30 seconds West, a distance of 707.98 feet;
- (3) North 82 degrees, 43 minutes and 30 seconds West, a distance of 365.49 feet;
- (4) North 81 degrees, 03 minutes and 00 seconds West, a distance of 404.36 feet;
- (5) North 75 degrees, 10 minutes and 00 seconds West, a distance of 110.50 feet to the proposed easterly bounds of said County Line Road, also known as Queensbury Avenue; thence running along the same North 05 degrees, 38 minutes and 00 seconds East, a distance of 451.74 feet; continuing along the same North 05 degrees, 38 minutes and 00 seconds East, a distance of 451.74 feet; continuing along the same, North 05 degrees, 08 minutes and 30 seconds East, a distance of 537.58 feet to the point and place of beginning, containing 60.52 acres of land to be the same more or less.

Bearings given in the above description refer to magnetic North.

Excepting that portion of Casey Road lying within the bounds of the above described parcel.

TOGETHER with and **SUBJECT** to all enforceable covenants, easements, restrictions, and conditions of record.

BEING a portion of the lands conveyed by Michael B. Casey to the Counties of Warren and Washington Industrial Development Agency by deed dated March 26, 1975 and recorded in the Washington County Clerk's Office on March 26, 1975 in Book 448 of Deeds at page 338.

EXHIBIT "A"

Seller's Initials: Purchaser's Initials:

PARCEL B

All that certain piece or parcel of land situate, lying and being in the Town of Kingsbury, County of Washington and the State of New York, more particularly bounded and described as follows: **BEGINNING** at a point in the proposed northerly bounds of Casey Road and located North 20 degrees, 45 minutes and 00 seconds East, a distance of 51.56 feet from the southwest corner of lands now or formerly of Edward L. Lowell Jr. and Sharon Marie Lowell; running from thence North 83 degrees, 50 minutes and 00 seconds West, along the proposed northerly bounds of Casey Road, a distance of 78.26 feet; thence running North 09 degrees, 29 minutes and 06 seconds East, a distance of 1331.51 feet to the northwest corner of the lands conveyed by Counties of Warren and Washington Industrial Development Agency to Country Developers Inc. by deed dated August 5, 1988 recorded in book 581 of deeds at page 223, being also the northwest corner of the lands conveyed by the treasurer of Washington County to Counties of Warren and Washington Industrial Development Agency by deed dated April 19, 1996, recorded in book 756 of deeds at page 155; thence running along the outer perimeter of said deed, South 84 degrees, 22 minutes and 00 seconds East, a distance of 500.00 feet to the southeast corner of lands now or formerly of Jeremiah J. and Colleen P. Kelly; thence along the easterly bounds of said lands of Kelly the following two courses and distances:

- (1) North 06 degrees, 36 minutes and 00 seconds East, a distance of 436.43 feet;
- (2) North 06 degrees, 30 minutes and 30 seconds East, a distance of 898.29 feet to a point on the southerly line of the lands formerly owned by King Farm; thence along said southerly line of said King Farm the following three courses and distances:

- (1) South 82 degrees, 35 minutes and 30 seconds East, a distance of 141.82 feet;
- (2) South 83 degrees, 41 minutes and 30 seconds East, a distance of 182.96 feet;
- (3) South 84 degrees, 04 minutes and 00 seconds East, a distance of 307.18 feet; thence running along the lands conveyed by David Wood to Thomas C. and Jane B. Steele by deed dated January 16, 1973 and recorded in the Washington County Clerks Office in book 435 of deeds at page 916, the following nine courses and distances:

- (1) South 83 degrees, 09 Minutes and 00 seconds East, a distance of 275.89 feet;
- (2) South 06 degrees, 39 minutes and 00 seconds West, a distance of 444.48 feet;
- (3) South 15 degrees, 26 minutes and 30 seconds West, a distance of 29.86 feet;
- (4) North 83 degrees, 12 minutes and 00 seconds West, a distance of 278.45 feet;
- (5) South 07 degrees, 41 minutes and 30 seconds West, a distance of 233.64 feet;
- (6) South 07 degrees, 47 minutes and 30 seconds West, a distance of 391.39 feet;
- (7) South 05 degrees, 23 minutes and 30 seconds West, a distance of 613.24 feet;
- (8) South 02 degrees, 10 minutes and 00 seconds West, a distance of 393.96 feet;
- (9) South 01 degrees, 08 minutes and 00 seconds West, a distance of 344.56 feet; thence running along the northerly line of lands conveyed by the Counties of Warren and Washington Industrial Development Agency to Michael B. Casey now owned or reputedly owned by Edward L. Lowell Sr. and Jane B. Lowell and continuing along the said northerly line of said lands reputedly owned by Lowell, North 64 degrees, 31 minutes and 30 seconds West, a distance of 1087.83 feet to a point marking the northwest corner of said lands conveyed by the Industrial Agency, to Casey and now owned by Lowell; thence running along the westerly line of said lands of Lowell, South 20 degrees, 45 minutes and 00 seconds West, along the center of a stone wall, a distance of 596.91 feet to the point and place of beginning, containing 47.81 acres of land to be the same more or less.

Bearings given in the above description refer to magnetic North.

Seller's Initials: _____ Purchaser's Initials: _____

Excepting that portion of Casey Road lying within the bounds of the above described parcel.

TOGETHER with and **SUBJECT** to all enforceable covenants, easements, restrictions, and conditions of record.

BEING the same premises conveyed by the Treasurer of Washington County to the Counties of Warren and Washington Industrial Development Agency by deed dated April 19, 1996 and recorded on June 14, 1996 in the Washington County Clerk's Office in Book 756 of Deeds at Page 155.

R & R Fitzgerald Morris Baker Fifth
PO Box 2017
Colony Hills WV 26011

Seller's Initials: Purchaser's Initials:

ADDENDUM 4

Miscellaneous

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE
DATED DECEMBER ____, 2019 BETWEEN
COUNTIES OF WARREN & WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY
("SELLER") AND
Kenyon Properties LLC ("PURCHASER")
KNOWN AS THE "CONTRACT"
REGARDING WASHINGTON COUNTY TAX MAP PARCEL #137.-2-1.4,
COUNTY LINE ROAD, Kingsbury, NY 12839 (the "Property")

The parties hereby agree to modify and amend the Contract as follows:

Paragraph 4 - Purchase Price. The purchase price of ~~\$63,250.00~~ ^{\$50,000} shall be paid in accordance with Paragraph 4 of the Contract. At closing, proceeds will be payable directly to Seller in cash, certified check, wire transfer or bank check without endorsement. No third party checks will be accepted.

Paragraph 7 - Other Terms. In addition to the language set forth in the Contract and Addenda, Seller makes no representations or warranties regarding the location or availability of any utilities, including but not limited to water, sewer, cable, gas and electric utilities servicing the Property. It shall be up the Purchaser to satisfy itself with the location and availability. This provision shall survive the termination of the Contract and the transfer of title.

Paragraph 11 - Deed. Section 11 shall be amended to indicate that the Purchaser shall pay any and all state, county and local transfer and recording fees pursuant to NYS Department of Taxation & Finance Combined Real Estate Transfer Tax Return (TP-584), plus any other transfer related tax or fee. *- Part of the \$50,000 purchase price*

Paragraph 13 - Right of Inspection and Access. Purchaser shall provide Seller with a copy of all survey, tests and inspection reports conducted by or for pursuant to Paragraph 13 and Addendum #2 of the Contract. Prior to any tests or inspections, Purchaser shall provide Seller with evidence of insurance with a minimum liability coverage amount of \$1.0 million naming Seller as an additional insured. Purchaser shall indemnify, defend and hold the Seller, and Seller's respective successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever that may arise from conducting said tests and inspections, but not from the results of said tests.. In the event Purchaser does not purchase the Property, Purchaser agrees to restore the Property as near as practicable to its original condition following any test or inspections. This provision shall survive the termination of the Contract and the transfer of title.

Paragraph 19 - Notices. Any notice or copies of reports provided for under the Contract shall be given or delivered by personal delivery, certified mail, return receipt requested, overnight courier, first class mail, facsimile transmission or email, provided that in the case of notice sent by email, the recipient acknowledges receipt of such notice. Notice may be given by or to the parties' respective counsel and extensions of dates under the Contract may be granted

Seller's Initials: _____ Purchaser's Initials: _____

in writing by the parties' respective counsel. A copy of all notices, tests and of all utility studies shall be provided to both attorneys prior to the expiration of the Governmental Approvals Contingency. For the purposes of the Contract, the attorneys shall be set forth below:

Seller's attorney:

Kara Lais, Esq.
FitzGerald Morris Baker Firth PC
68 Warren Street, PO Box 2017
Glens Falls, New York 12801
Phone: (518) 745-1400
Email: kil@fmbi-law.com

Purchaser's attorney:

O'Connell & Bronk, Esq.

Phone:
Email:

The parties hereby agree to further modify and amend the Contract as follows:

1. A new section to read as follows shall be added: "**TOWN APPROVAL:** Prior to conveyance of title, Purchaser shall have obtained the Town of Kingsbury Planning Board's approval of Purchaser's site plan, a SEQRA Determination by the Planning Board of no significant impact on the environment and the Town's Code Enforcement Officer's approval of Purchaser's planned use of the property. Should Purchaser be unable to obtain the Town Planning Board's approval, this contract may be terminated by either party upon written notice to the other party; in which case Purchaser deposit shall be returned less any costs incurred by the Seller." *The full deposit is returned*

2. A new section to read as follows shall be added: "**COVENANT TO DEVELOP PROPERTY:** Purchaser covenants and agrees to develop and improve the Property within twelve (12) months of the Closing. The improvements shall consist of the constructing of a storage yard for ~~construction~~ and equipment (the "Improvements"). The construction will be made in accordance with plans and specifications, including a site plan, sufficient for determination of compliance with the Agency's Declaration of Covenants and Restrictions, and **must be submitted to and approved by Seller prior to the conveyance of title.** Construction shall start within six (6) months after conveyance of title. Purchaser agrees to comply with the terms of the Agency's Declaration of Covenants and Restrictions for Phase II of the Agency's Airport Industrial Park, as adopted, April 28, 2003, and recorded in the Washington County Clerk's Office on May 9, 2003 in Book of Deeds 935 at Page 318. Purchaser agrees that no outside storage or operations of any kind shall be permitted on the premises, unless such activity is visually screened from all street and adjacent properties in a manner approved by the Agency. In addition, no outside storage shall extend above the top of such screening. This provision shall survive the closing of title." *vehicles*

3. A new section shall be added to read as follows: "**PAYMENT OF SELLER'S EXPENSES:** Purchaser shall reimburse Seller for its costs incurred in conjunction with this transaction, including legal fees." *No Screening required*

4. A new section shall be added to read as follows: "**REVERSION OF TITLE:** The parties agree that this sale is made on the condition that Purchaser will commence construction on the Property of the proposed Improvements within six (6) months after Closing, and shall complete construction within twelve (12) months after Closing. Should Purchaser fail to complete construction within twelve (12) months, Seller shall have the right to re-enter and take possession of the Property and to terminate (and revert in Seller) the estate conveyed by the deed to Purchaser. This condition subsequent shall be contained in the deed to Purchaser. Upon the reverting in Seller of title to the Property as provided herein, Seller shall use its best efforts to resell the Property or part thereof to a qualified party who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to Seller and in accordance with the uses specified for such Property. Upon such resale of the Property, the proceeds thereof shall be applied:

- (i) First, to reimburse Seller for all costs and expenses incurred by Seller.
- (ii) Second, in the event the Property cannot be resold with partially completed Improvements thereon, and Purchaser have not removed same from the Property, to reimburse Seller for the cost of removing said Improvements.
- (iii) Third, to reimburse the Purchaser, their successors or transferee, up to the amount equal to (1) the sum of the purchase price paid by them for the Property (or allocable to the part thereof) and (2) the cash actually invested by it in making any of the Improvements on the Property or part thereof, so long as the Improvements form part of the sale agreement.
- (iv) Any balance remaining after such reimbursements shall be retained by the Seller as its property.

5. A new section shall be added to read as follows: "**CERTIFICATE OF COMPLETION:** Upon Purchaser's satisfactory completion of the Project, or the issuance of the Certificate of Occupancy, Seller shall provide Purchaser with a Certificate in recordable form indicating that the Purchaser has completed the Project and that Seller's right of reversion is terminated."

6. The terms of this addendum shall control in any conflict with the terms of the original contract.

7. This addendum shall be binding upon the successors and assigns of the parties.

All other terms and conditions of the Contract will remain in full force and effect. This Addendum may be signed in one or more counterparts, and facsimile or email signatures are acceptable.

[signatures appear on the following page]

IN WITNESS OF THEIR AGREEMENT to this modification, Seller and Purchaser have signed their names as of the date listed above:

SELLER: Counties of Warren and Washington Industrial Development Agency

Signed: _____
David O'Brien, Chairman

Date: December ____, 2019

PURCHASER: _____

Signed: _____

Name: _____

Title: _____

Date: December ____, 2019

PROPOSAL

Hour Electric Co., Inc.
 30 East Street P.O. Box 325
 Fort Edward, New York 12828
(518) 747- 4144 FAX (518) 747- 2725

Proposal Submitted To Jack Kelley		Phone (518)	Date 01/24/2010
Street		Job Name Ft Edward Hudson River PCB's Super Fund Site	
City, State and Zip Code		Job Location Ft Edward Super Fund Site	
Email: jonakelley@aol.com jkelley@cbcprime.net cc; Dave Obrien	Date of Plans		Job Phone

We hereby Submit Specifications and Estimates for:

We propose to perform a moisture Dielectric, Interfacial Tension, Acid No Color/ Visual, Specific Gravity, Dissolved Gas Analysis, and PCB Analysis on Six Transformers. It will require adding oil and Nitrogen to five of the six transformers enabling the test to go forward.

With the transformer work and the site one line Diagram showing the high voltage and medium voltage distribution, which will be placed on a drawing and a computer zip drive, will cost (see below).

This proposal is based on the work being done prior to 6/1/2020 wage increase.

Not included:

Sales tax (please forward a tax exempt certificate or add applicable sales tax)

Overtime.

Hour Electric is not responsible for any work stoppage due to site conditions.

This proposal is based on the work being done in accordance with OSHA Standards and the National Electrical Code.

Price NTE \$10,000.00

WE PROPOSE TO hereby submit to furnish material and labor — complete in accordance with above specifications, for the sum of:

*****see above *****

_____ dollars (\$_____).

Payment to be made as follows:

Purchases made from Hour Electric Co., Inc. are payable 30 days from Invoice Date. Interest at 1 ½% per month over 30 days, will be applied to the Balance Due. If for any reason legal collection is necessary, 25% will be added for Collection Fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Simeon A. Hunsdon

Signature _____

Simeon A. Hunsdon/ President

Note: This proposal may be
 withdrawn by us if not accepted
 within _____ 30 _____ days.

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (being the date of last execution hereof by the parties), by and between **FT. EDWARD LOCAL PROPERTY DEVELOPMENT CORPORATION**, a New York State not for profit corporation, with an address of 118 Broadway, P.O. Box 127, Fort Edward, NY 12828 (the "Landlord"), and **COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY**, a New York State public benefit corporation created by New York State General Municipal Law §890-c, with an address of 5 Warren Street, Glens Falls, NY 12801 (the "Tenant"). In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **LEASED PREMISES:** Landlord is the owner of and shall lease the land and improvements known as 1400 Towpath Lane located in the Town and Village of Fort Edward, County of Washington in the State of New York and referred to as tax map parcel numbers 163.15-1-4 and 163.15-1-20.1 and more particularly described in the attached Schedule A ("Premises" or "Leased Premises") to Tenant.

2. **USE:** Tenant shall have the exclusive right during the term of this Lease to use and possess the Leased Premises. Tenant shall comply with the requirements of all local, state and federal laws that are applicable to its use of the Leased Premises. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

3. **TERM:** The term of this Lease shall commence on the Effective Date and shall terminate on _____ (the "Term"). Tenant shall have the right to terminate this Lease Agreement at any time during the Term upon ten (10) days advance written notice to Landlord, unless said notice is waived by Landlord.

4. **RENT:** During the term of this Lease, Tenant shall pay rent to Landlord in the amount of One Dollar (\$1.00) per year.

5. **TAXES:** Landlord shall be responsible for the payment of all real property taxes, assessments, or other governmental charges that shall or may be imposed on, or arise in connection with the use of Leased Premises during the term of this Lease. Said payment shall be made on or before the last day on which payment may be made without penalty or interest

6. **UTILITIES:** Landlord shall be solely liable for utility charges as they become due, including, but not limited to, charges for sewer, water, gas, electricity, internet and telephone services.

7. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS:** Tenant shall have the right to make any alterations, additions or improvements to the Leased Premises with the written consent of Landlord. All alterations, additions and improvements on or in the Leased Premises shall become part of the Leased Premises and the sole property of Landlord, except that all

moveable trade fixtures installed by Tenant shall be and remain the property of Tenant.

8. MAINTENANCE: Landlord shall maintain the Leased Premises in good order and shall be responsible for all general and routine repairs and maintenance to the Leased Premises, including snow removal, landscaping, costs for security measures, janitorial expenses, lawn care, and for general repairs. Upon the expiration of a Lease term that has not been renewed, Tenant shall surrender the Leased Premises to Landlord in the same condition (with the addition of improvements consented to by Landlord) as they were upon the commencement of this Lease. Landlord shall make repairs to all portions of the Leased Premises and the parking areas, sidewalks, curbs, driveways constituting a part thereof and/or adjoining the same and shall keep such areas in a clear and orderly condition, free of debris, snow and ice.

9. SIGNS: *This section is intentionally left blank.*

10. PARKING: *This section is intentionally left blank.*

11. NO BROKERS: Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

12. SECURITY DEPOSIT: There shall be no security deposit required for this Lease Agreement.

13. INSURANCE: During the term of this Lease, Tenant shall obtain, keep in full force and effect, and provide Landlord with evidence of the following insurance policies ("Policies"), more particularly described below: public liability, personal injury, fire or other casualty.

a. Public Liability/Personal Injury. Tenant, at its sole expense, shall maintain at all times during the term of this Lease public liability insurance with such amounts and limits as Landlord may from time to time reasonably require.

b. Fire or other casualty. Tenant, at its sole expense, shall at all times during the term of this Lease keep the Leased Premises insured against loss or damage by fire, with extended coverage, and such other insurable hazards as may be reasonably determined by the Landlord in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings and improvements with the exception of site work, footings and foundations.

Said Policies shall name Landlord as an additional insured(s) and certificates of insurance shall be provided to Landlord upon the execution of this Lease. Tenant shall procure and pay for renewals of such Policies prior to the expiration thereof, and Tenant shall deliver to Landlord and any additional insured, a certificate evidencing the renewal at least ten (10) days before the expiration of any existing policy. All Policies shall be issued by companies licensed to do business in New York and shall be reasonably satisfactory to Landlord. All Policies shall contain a provision

whereby the same cannot be canceled or modified unless Landlord, and any additional named insured, are given at least twenty (20) days prior written notice of such cancellation or modification.

14. *This section is intentionally left blank.*

15. ASSIGNMENT AND SUBLETTING: Tenant shall not assign or sublet this Lease, in whole or in part, nor shall Tenant convey any interest in the Leased Premises to any other party, without first obtaining the written consent of Landlord. Any consent to a particular assignment, sublet or conveyance shall not be deemed to be a consent to any subsequent assignment, sublet or conveyance. Such consent shall not be unreasonably withheld or delayed.

16. DEFAULT: Any of the following events by Tenant shall constitute a default of this Lease (hereinafter "Default"):

a. The failure of Tenant to remedy, to Landlord's satisfaction, any noncompliance by Tenant of any of the agreements, terms or conditions of this Lease within ten (10) days after written notice requesting compliance is mailed to Tenant in accordance with the terms of this Lease Agreement.

b. If Tenant abandons the Leased Premises.

17. EFFECT OF DEFAULT: Upon a Default, the Landlord may terminate this Lease by giving Tenant written notice of said termination, in which event this Lease shall expire and terminate on the date specified in said notice, with the same force and effect as though the date specified was the original expiration date of this Lease. All rights of the Tenant under this Lease and in and to the Leased Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Leased Premises to the Landlord on the date specified in said notice.

18. DAMAGE OR DESTRUCTION: If the Leased Premises are rendered wholly untenable through destruction by fire or other cause through no fault of Tenant, then Tenant shall have the right to terminate the Lease, within sixty (60) days of destruction, and apportion the rent to the time of destruction. In the event of minor damage caused by fire or other cause through no fault of the Tenant to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this section Landlord shall not be liable for any delays resulting from governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Rents and other charges paid in advance of any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made any such advance payments shall be refunded to Tenant. The provisions of this section extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and

which renders the Leased Premises, or any appurtenances thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purpose.

Landlord shall not be responsible to Tenant for any loss or theft of property in or from the Leased Premises, or for any loss or theft or damage of or to any property left with any employee of Landlord. Landlord shall not be liable for any damage caused by water, rain, snow or ice, or by breakage, stoppage or leakage of water, gas, heating, air conditioning, sewer or other pipes or conduits, or arising from any other cause, in, upon, about or adjacent to the Leased Premises.

19. REPAIRS. Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in any part of or appurtenance to the plumbing, electrical, heating, air conditioning or other systems serving, located in, or passing through the Leased Premises.

20. CONDEMNATION:

a. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain or conveyed by Landlord in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

b. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, a portion of the Leased Premises shall be taken under power of eminent domain or conveyed by Landlord in lieu of such taking that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of subdivision (a) of this Section, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the condemnor of that portion of the Leased Premises that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

c. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

d. Award. All compensation awarded for any taking, whether for the whole or a portion

of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise, the Tenant hereby assigns to Landlord all of the Tenant's rights, title to, and interest in any and all such compensation. However, Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, damage to, depreciation of, or cost of removal of fixtures, personalty and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

e. In the event of any termination of this Lease as the result of the provisions of this Section, Landlord and Tenant effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease.

21. MECHANIC'S LIENS. *This section is intentionally left blank.*

22. ENTRY TO PREMISES BY LANDLORD. Landlord shall have the right to enter the Leased Premises at all reasonable times for the purpose of:

- a. inspecting the same; or
- b. making any repairs to the Leased Premises.

23. SUBORDINATION: This Lease and all the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages, whether fee or leasehold mortgages, which may now or hereafter affect the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions thereof, and advances thereunder.

24. EASEMENTS, AGREEMENTS OR ENCUMBRANCES: The parties shall be bound by all existing easements, restrictions, covenants, agreements and encumbrances of record relating to the Leased Premises.

25. *This section is intentionally left blank.*

26. *This section is intentionally left blank.*

27. *This section is intentionally left blank.*

28. MEMORANDUM OF LEASE: Landlord and Tenant contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, Landlord and Tenant shall execute a memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

29. *This section is intentionally left blank.*

30. *This section is intentionally left blank.*

31. *This section is intentionally left blank.*

32. NO REPRESENTATIONS BY LANDLORD. Landlord and Landlord's agents have made no representations or promises with respect to the Leased Premises, the land upon which the Leased Premises is erected except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

33. QUIET ENJOYMENT: Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided in this Lease, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

34. BINDING EFFECT: This Lease shall be binding upon Landlord and Tenant and their legal representatives, successors and permitted assigns of the parties.

35. WAIVER: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more of all of such rights and remedies may be exercised at the same time.

36. NOTICES: All notices required to be given under this Lease shall be in writing and sent by certified mail, return receipt requested, to Tenant at the Leased Premises or to Landlord at its address stated at the beginning of this Lease. Notices shall be deemed given two (2) days after the date of mailing.

37. APPLICABLE LAW: This Lease shall be governed by and construed in accordance with the laws of the State of New York.

38. LITIGATION: Any litigation with regard to this Lease shall be brought in a court located in Washington County, New York,

39. SECTION HEADINGS: The section headings of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the

interpretation of the provisions of this Lease.

40. SEVERABILITY: If any clause, sentence, paragraph, subdivision, section, or part of this Lease or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this Lease, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

41. ENTIRE AGREEMENT: This instrument is the entire agreement of the parties and supercedes any prior agreements and understandings, whether written or oral and all prior written instruments affecting the Leased Premises. Any changes to this Lease must be in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Lease as of the Effective Date.

LANDLORD:

FT. EDWARD LOCAL PROPERTY DEVELOPMENT CORPORATION

A New York State Not for Profit Corporation

By: _____

Name: _____

Title: _____

DATE OF EXECUTION: _____, 2020

TENANT:

**COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY**

A New York State Public Benefit Corporation

By: _____

Name: David O'Brien, Chairman

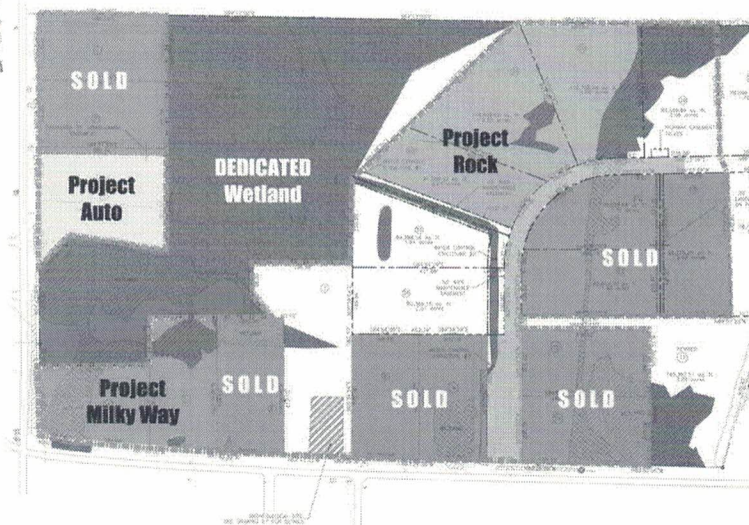
DATE OF EXECUTION: _____, 2020

Warren Washington IDA Industrial Park

Kingsbury, New York

Proposed Sewer District Boundary

Wetlands Not Actuate



Area to Be Possibly
Used for Solar

**AGREEMENT FOR ECONOMIC DEVELOPMENT
&
REAL ESTATE MARKETING
CONSULTING SERVICES**

THIS AGREEMENT effective the 1st day of January, 2020, by and between the **COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY**, a New York State public benefit corporation created by New York State General Municipal Law §890-c, with an address of 5 Warren Street, Glens Falls, NY 12801 (hereinafter “WWIDA”), and **JON A. KELLEY**, an individual, with an address of 4405 Route 9N, P.O. Box 488, Greenfield Center, NY 12833-0488 (hereinafter “Kelley”).

WITNESSETH:

WHEREAS, Kelley has provided services to WWIDA for a period of at least one years as of the date hereof, which services included, but are not limited to real estate listing services and economic development advice; and

WHEREAS, the WWIDA wishes to contract for Economic Development and Real Estate Marketing Consulting Services, and;

WHEREAS, Kelley wishes to provide Economic Development and Real Estate Marketing Consulting Services to the WWIDA, and;

WHEREAS, the parties hereto desire to memorialize their agreement with respect to the services to be provided by Kelley and the fees to be paid in the future by WWIDA for such services.

NOW THEREFORE, for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services.** Kelley has in the past performed and shall continue to perform Economic Development and Real Estate Marketing Consulting Services for WWIDA, including, but not limited to: Listing properties for sale; providing commercial real estate development advice; and procuring purchasers for commercial real estate being offered for sale by WWIDA; (the “Services”). Such Services shall be provided on an as needed basis, at the request from time to time of WWIDA.

During the term of this Agreement, Kelley shall also provide the additional Services:

- Serve as the WWIDA’s first point of contact for economic development and real estate services.
- Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.

- Produce marketing materials that market and promote the WWIDA that are directed towards target industries, including the managing of the updating of WWIDA's website and information packets for prospective businesses.
- Build mutually beneficial relationships with national, state, regional and local entities engaged in economic development.
- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- Facilitate programs for business retention and expansion for existing businesses in the Counties of Warren and Washington Counties.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the job base of Warren and Washington Counties.
- Real Estate Development – identify and market as needed sites & buildings ready for development.
- Develop Regional partnerships with other entities
- Work with existing employers to develop workforce and attract quality employees to the Warren and Washington Counties
- Assess and advise WWIDA on needs for potential site development.
- Identify opportunities to submit applications for grants.
- Attend monthly meetings of the WWIDA Executive Committee and monthly meetings of the full WWIDA, plus other meetings and events, as requested and required.

2. **Fees and Expenses.** The WWIDA agrees to pay Kelley a consulting fee of \$5,000.00 per month, for the services outlined in this Agreement (the "Fee"). The Fee shall be paid in monthly payments to Kelley. Kelley shall submit an invoice with detailed supporting documentation within 15 days from the end of each calendar month describing the services provided and expenses reimbursable by the WWIDA incurred in the prior month. The Fee is subject to and conditioned on budget appropriation from the WWIDA and the Fee for each renewal term may be increased or decreased each year based on the budget appropriation from the WWIDA. Any reimbursement request not deemed to be documented satisfactorily, isn't consistent with the approved WWIDA budget, or the WWIDA deems as inappropriate shall not be reimbursed by the WWIDA. Reimbursement approval will not unreasonably be withheld.

3. **Term.** This Agreement shall be for a term of one (1) year, effective January 1, 2020, and ending December 31, 2020. This contract may be terminated by either party with sixty (60) days written notice with or without cause.

4. **Renewal Terms.** This Agreement shall automatically renew for successive one (1) year terms unless either party terminates the Agreement or in the event a new agreement is executed. Any renewal term is contingent on and subject to budget appropriation adopted annually by the WWIDA.

5. **Miscellaneous.**

(a) **Entire Agreement.** Except as expressly contemplated hereby, this Agreement constitutes the sole understanding of the Parties with respect to the subject matter hereof. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the Parties.

(b) **Successors and Assigns.** The terms and conditions of this Agreement shall not be assigned by the Parties.

(c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(d) **Governing Law.** The validity, performance and enforcement of this Agreement and any agreement entered into pursuant hereto, unless expressly provided to the contrary, will be governed by the laws of the State of New York, without giving effect to conflict of law principles.

(e) **Attachments.** As part of this Agreement, Kelley agrees to execute a Confidentiality Agreement in the form attached hereto as **Appendix "A"**, and further agrees that it will comply with all applicable laws, ordinances and regulations included but not limited to non-discrimination and labor laws.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth that follow.

**COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL
DEVELOPMENT AGENCY**

A New York State Public Benefit Corporation

By: _____

Name: David O'Brien, Chairman

DATE OF EXECUTION: January ___, 2020

JON A. KELLEY, CONSULTANT

By: _____

Name: Jon A. Kelley

DATE OF EXECUTION: January ___, 2020

APPENDIX A

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is effective on the 1st day of January, 2020, between the **COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY**, a New York State public benefit corporation created by New York State General Municipal Law §890-c, with an address of 5 Warren Street, Glens Falls, NY 12801 (hereinafter "Disclosing Party"), and **JON A. KELLEY**, an individual, with an address of 4405 Route 9N, P.O. Box 488, Greenfield Center, NY 12833-0488 (hereinafter "Kelley"), for the purpose of the Disclosing Party providing confidential and proprietary information (the "Confidential Information") related to participation in a transaction and undertaking currently under consideration by the parties hereto and more particularly described in the agreement to which this Agreement is attached (the "Undertaking").

As a condition of receiving the Confidential Information, Kelley agrees that it will not communicate the Confidential Information to any third party and will use its best efforts and will take every necessary precaution to protect the confidentiality of all such Confidential Information.

For the purposes of this Agreement, the term Confidential Information shall include, but not be limited to, all written information, data, studies, contracts, descriptive memoranda, site visits, or other material relating to the Disclosing Party and the Undertaking, encompassed in any form of media, including paper, optical, magnetic, magnetic-optical, photographic, models, and prototypes.

Kelley agrees that he shall use the Disclosing Party's Confidential Information solely in relation to the Counties of Warren and Washington Industrial Development Agency participation in the Undertaking. The Company may disclose the Confidential Information it receives from the Disclosing Party to its agents, employees and affiliates solely for the purpose of assisting in the Undertaking. The Company further agrees that it shall safeguard and will neither discuss nor permit the disclosure of the Confidential Information to any third party subject only to the following exceptions:

- (a) the Disclosing Party authorizes the disclosure in writing;
- (b) disclosure of such Confidential Information is ordered by a court, government agency or other legal authority; provided that prior to any such disclosure the Disclosing Party is given prompt notice of such possible disclosure so that it may take whatever action it deems appropriate, including intervention, to prohibit such disclosure;
- (c) the Confidential Information has been or is hereafter obtained by Kelley from a third party who is in lawful possession of the information; and
- (d) the Confidential Information is information Kelley possesses already at the time of execution of this Agreement.

Kelley acknowledges and agrees that the Disclosing Party shall not have an adequate remedy at law in the event of a breach by Kelley hereunder, and that the Disclosing Party will suffer irreparable damage and injury if Kelley breaches any of the provisions of this Agreement, and that the Disclosing Party shall be entitled to an injunction to be issued by a tribunal of competent jurisdiction restricting the Kelley from committing or continuing any breach of this Agreement.

Upon the written request to Kelley, the Disclosing Party may request that all Confidential Information received by the Kelley shall be destroyed and confirm such destruction in writing; provided that Kelley shall be entitled to retain one record copy of all Confidential Information for its files.

Either party's failure to insist upon the strict performance of any term of this Agreement shall not be construed to be a waiver of any of the rights or remedies provided either of them herein.

THIS AGREEMENT SHALL BE INTERPRETED, GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, AS IF EXECUTED AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement is for the benefit of and is enforceable by either party, its agents and assigns.

**COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____

Name: David O'Brien, Chairman

DATE OF EXECUTION: January ___, 2020

JON A. KELLEY, CONSULTANT

By: _____

Name: Jon A. Kelley

DATE OF EXECUTION: January ___, 2020

PHASES IIB & IIC DEVELOPMENT WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK WARREN & WASHINGTON COUNTIES INDUSTRIAL DEVELOPMENT AGENCY

MAY 2006
IDA CHAIRMAN
NICHOLAS CAIMANO

IDA PARK COMMITTEE CHAIR
BRUCE FERGUSON

DRAWING LIST		
DRAWING NUMBER	SHEET NUMBER	DRAWING NAME
01	1 OF 20	COVER SHEET
02	2 OF 20	SUBDIVISION PLAN
03	3 OF 20	SUBDIVISION PLAN
04	4 OF 20	LOT DEVELOPMENT REQUIREMENTS
05	5 OF 20	LOT DEVELOPMENT PLAN
06	6 OF 20	STORMWATER PLAN
07	7 OF 20	WATER CONTROL STRUCTURE
08	8 OF 20	PLAN & PROFILE (ST-10) - 74.70
09	9 OF 20	PLAN & PROFILE (ST-10) - 74.70
10	10 OF 20	PLAN & PROFILE (ST-10) - 74.70
11	11 OF 20	PLAN & PROFILE (ST-10) - 74.70
12	12 OF 20	PLAN & PROFILE (ST-10) - 74.70
13	13 OF 20	WATER SURVEY DETAILS
14	14 OF 20	WATER SURVEY DETAILS
15	15 OF 20	WATER SURVEY DETAILS
16	16 OF 20	WATER SURVEY DETAILS
17	17 OF 20	WATER SURVEY DETAILS
18	18 OF 20	WATER SURVEY DETAILS
19	19 OF 20	WATER SURVEY DETAILS
20	20 OF 20	WATER SURVEY DETAILS

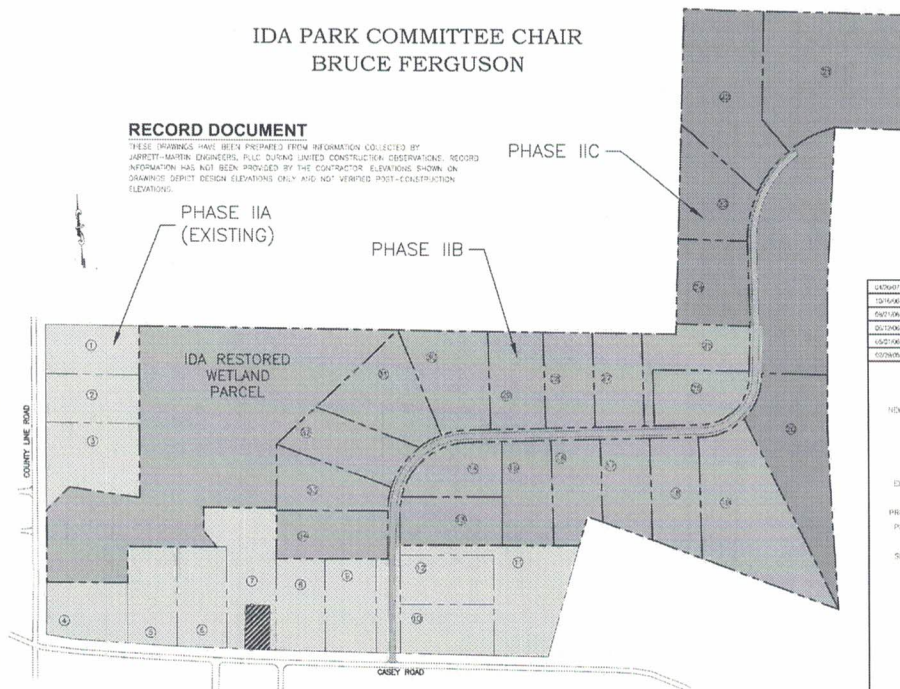
RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORDED INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS REPRESENT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

PHASE IIA
(EXISTING)

PHASE IIB

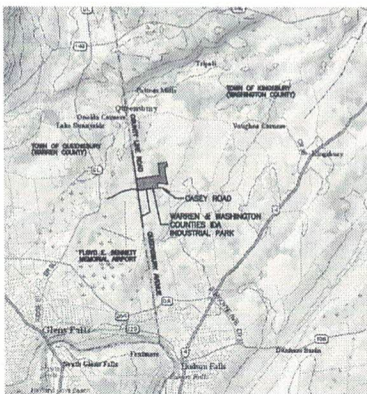
PHASE IIC



JARRETT - MARTIN ENGINEERS, PLLC
PROFESSIONAL ENGINEERING

12 EAST WASHINGTON STREET
GLENS FALLS, N.Y.

PHONE: (518) 792-2907
FAX: (518) 798-1864

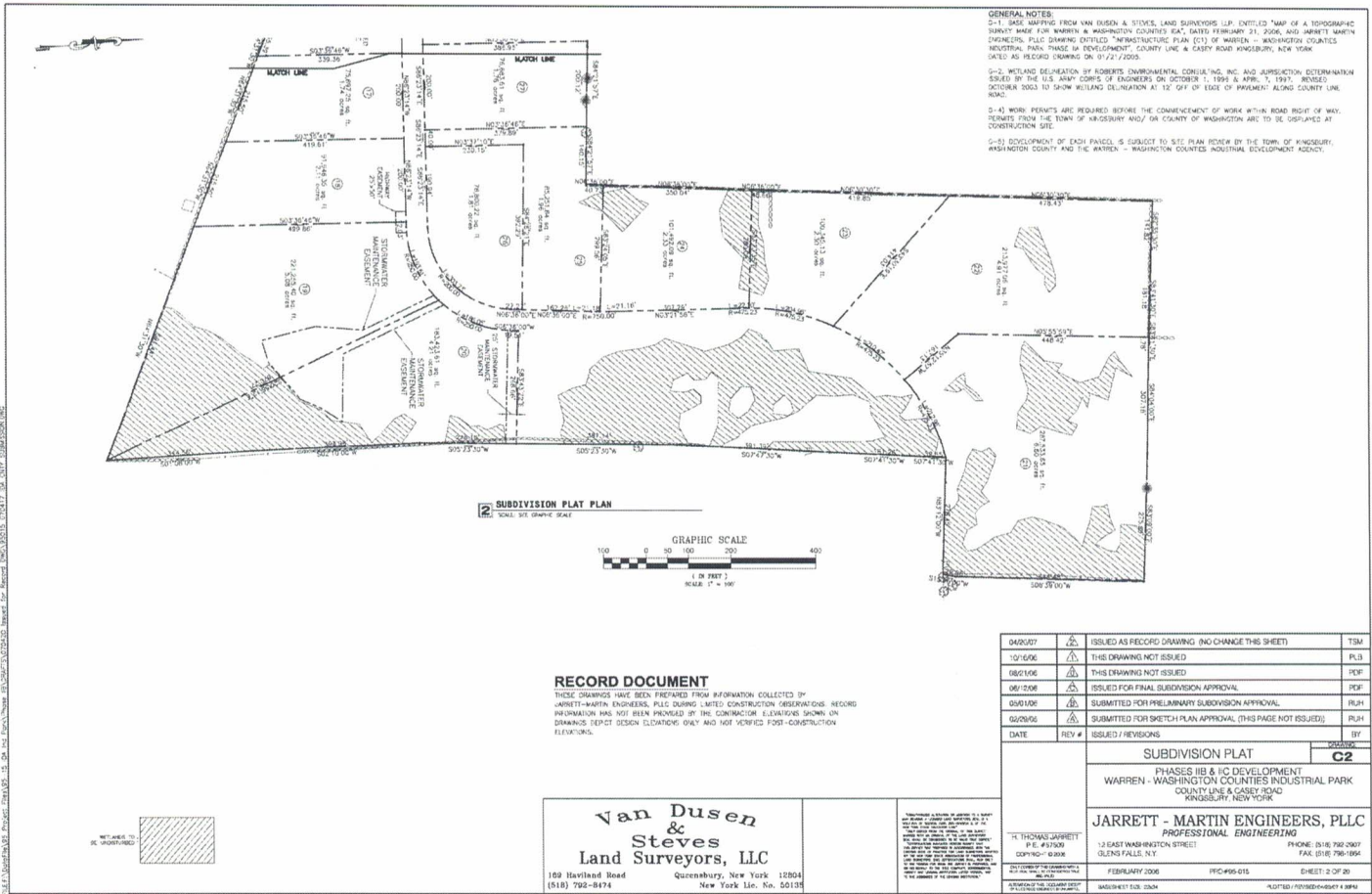


LOCATION PLAN
SCALE: 1" = 1 MILE

DATE	12/15/05	REVISION	1
DATE	12/15/05	REVISION	2
DATE	12/15/05	REVISION	3
DATE	12/15/05	REVISION	4
DATE	12/15/05	REVISION	5
DATE	12/15/05	REVISION	6
DATE	12/15/05	REVISION	7
DATE	12/15/05	REVISION	8
DATE	12/15/05	REVISION	9
DATE	12/15/05	REVISION	10
DATE	12/15/05	REVISION	11
DATE	12/15/05	REVISION	12
DATE	12/15/05	REVISION	13
DATE	12/15/05	REVISION	14
DATE	12/15/05	REVISION	15
DATE	12/15/05	REVISION	16
DATE	12/15/05	REVISION	17
DATE	12/15/05	REVISION	18
DATE	12/15/05	REVISION	19
DATE	12/15/05	REVISION	20

LEGEND

EXISTING / BY OTHERS:	---
NEW / PROPOSED IN THIS DESIGN:	---
PROPERTY LINE SETBACK:	---
MAJOR CONTOUR LINE:	---
EXISTING BURIED TELEPHONE LINE:	---
PROPOSED BURIED TELEPHONE LINE:	---
PROPOSED SANITARY GRAVITY MAIN:	---
PROPOSED SANITARY FORCE MAIN:	---
STORM WATER LINE:	---
SILT FENCE / EROSION CONTROL:	---
DISTURBANCE LIMITS:	---
ISOLATION VALVE:	---
UTILITY POLE:	---
LOT NUMBER:	---
FIRE HYDRANT:	---
TEST HOLE:	---
PERCOLATION TEST:	---
NOTE REFERENCE TAG:	---
DETAIL REFERENCE TAG:	---
SECTION REFERENCE TAG:	---



RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS DETECT TYPICAL ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

MATCH LINE 1"

DISTURBANCE LIMITS

ROAD ELEVATION 355.6

ROAD ELEVATION 352.3

WATER CONTROL STRUCTURE #1

WATER CONTROL STRUCTURE #2

WATER CONTROL STRUCTURE #3

WATER CONTROL STRUCTURE #4

WATER CONTROL STRUCTURE #5

WATER CONTROL STRUCTURE #6

WATER CONTROL STRUCTURE #7

WATER CONTROL STRUCTURE #8

WATER CONTROL STRUCTURE #9

WATER CONTROL STRUCTURE #10

WATER CONTROL STRUCTURE #11

WATER CONTROL STRUCTURE #12

WATER CONTROL STRUCTURE #13

WATER CONTROL STRUCTURE #14

WATER CONTROL STRUCTURE #15

WATER CONTROL STRUCTURE #16

WATER CONTROL STRUCTURE #17

WATER CONTROL STRUCTURE #18

WATER CONTROL STRUCTURE #19

WATER CONTROL STRUCTURE #20

WATER CONTROL STRUCTURE #21

WATER CONTROL STRUCTURE #22

WATER CONTROL STRUCTURE #23

WATER CONTROL STRUCTURE #24

WATER CONTROL STRUCTURE #25

WATER CONTROL STRUCTURE #26

WATER CONTROL STRUCTURE #27

WATER CONTROL STRUCTURE #28

WATER CONTROL STRUCTURE #29

WATER CONTROL STRUCTURE #30

WATER CONTROL STRUCTURE #31

WATER CONTROL STRUCTURE #32

WATER CONTROL STRUCTURE #33

WATER CONTROL STRUCTURE #34

WATER CONTROL STRUCTURE #35

WATER CONTROL STRUCTURE #36

WATER CONTROL STRUCTURE #37

WATER CONTROL STRUCTURE #38

WATER CONTROL STRUCTURE #39

WATER CONTROL STRUCTURE #40

WATER CONTROL STRUCTURE #41

WATER CONTROL STRUCTURE #42

WATER CONTROL STRUCTURE #43

WATER CONTROL STRUCTURE #44

WATER CONTROL STRUCTURE #45

WATER CONTROL STRUCTURE #46

WATER CONTROL STRUCTURE #47

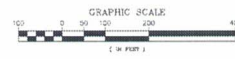
WATER CONTROL STRUCTURE #48

WATER CONTROL STRUCTURE #49

WATER CONTROL STRUCTURE #50

5 LOT DEVELOPMENT PLAN (SOUTH)

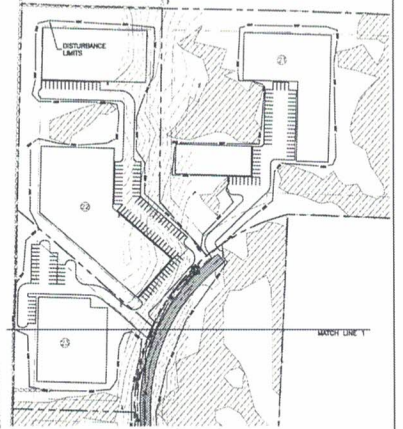
SCALE: SEE GRAPHIC SCALE



CASEY ROAD

DEVELOPMENT NOTES:

CS-11 THIS PLAN SHOWS THEORETICAL MAXIMUM BUILD OUT ON EACH LOT WITHIN SUBDIVISION. FOR PLANNING PURPOSES ONLY.
CS-23 DISTURBANCE LIMITS UTILIZED FOR SPEED PHASE 8 STORMWATER POLLUTION PREVENTION PLAN ARE NOT TO BE EXCEEDED WITHOUT SITE PLAN APPROVAL & STORM WATER PREVENTION PLAN MODIFICATION.



6 LOT DEVELOPMENT PLAN (NORTH)

SCALE: SEE GRAPHIC SCALE

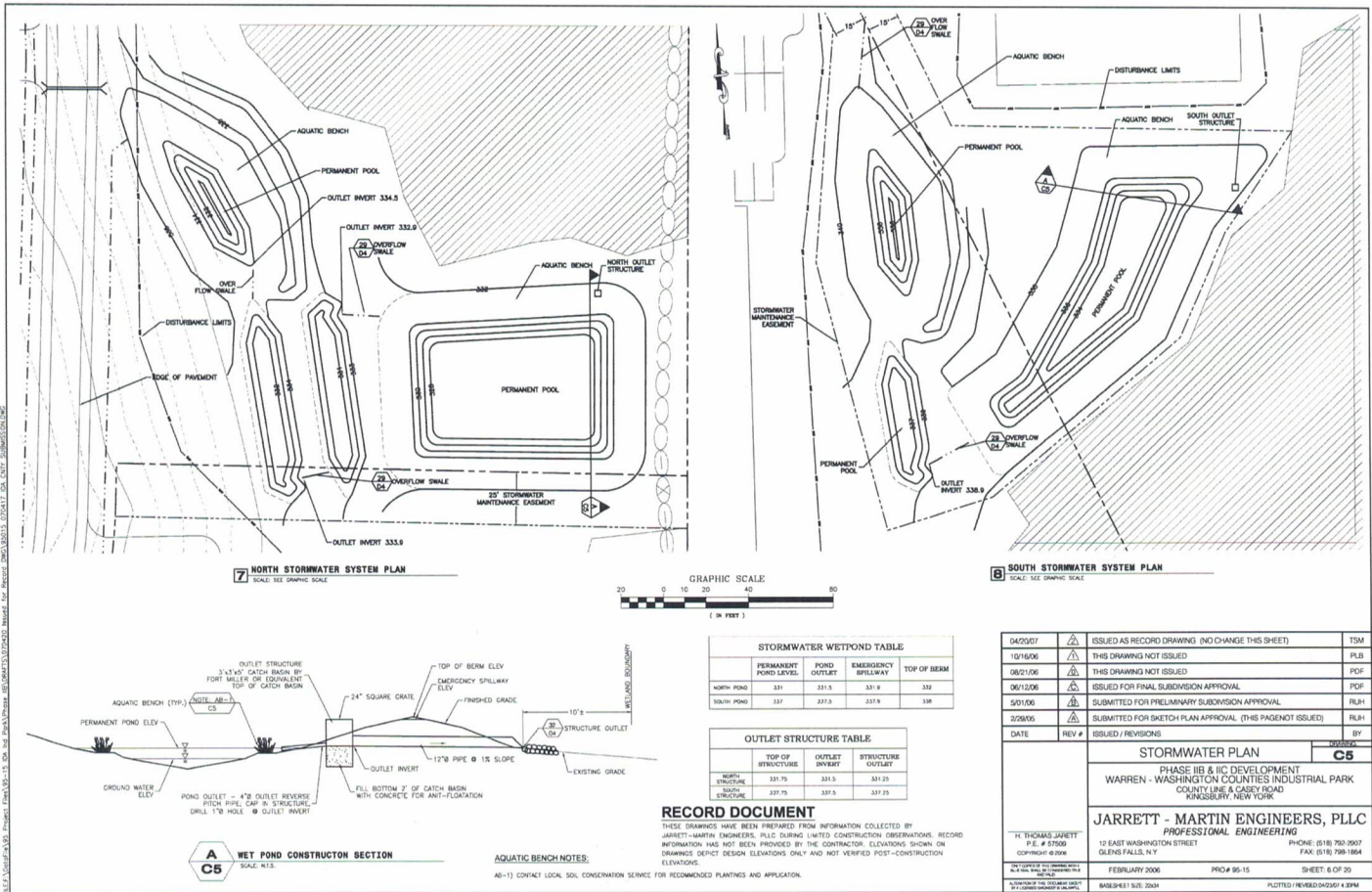
DATE	REV #	ISSUED / REVISIONS	BY
04/20/07	1	ISSUED AS RECORD DRAWING (AND CHANGE THIS SHEET)	TSM
10/16/08	2	THIS DRAWING NOT ISSUED	PLB
08/21/08	3	THIS DRAWING NOT ISSUED	POF
09/12/08	4	ISSUED FOR FINAL SUBDIVISION APPROVAL	POF
04/01/08	5	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	BLM
2/22/08	6	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	BLM

LOT DEVELOPMENT PLAN

PHASES IIB & IC DEVELOPMENT
WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK
COUNTY LINE & CASEY ROAD
KINGSBURY, NEW YORK

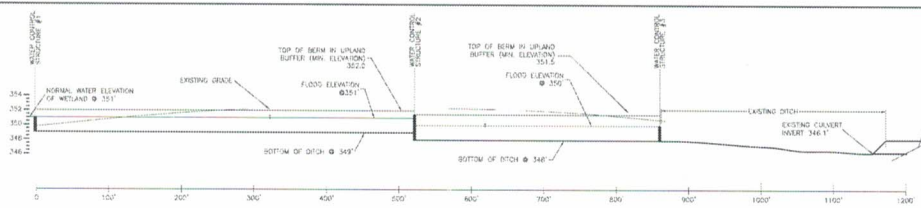
JARRETT - MARTIN ENGINEERS, PLLC
PROFESSIONAL ENGINEERING

14 THOMAS JARRETT P.E. #13759 COUNTY - #10008	12 EAST WASHINGTON STREET GLENS FALLS, N.Y.	PHONE: 518.792.2067 FAX: 518.792.1864
475 WASHINGTON STREET GLENS FALLS, N.Y.	FEBRUARY 2008	PROJECT 05-015
5 THOMAS JARRETT P.E. #13759 COUNTY - #10008	BRANDY KEY 02B-024	SHEET: 5 OF 20 PLOTTED - 02/04/2008 4:30 PM

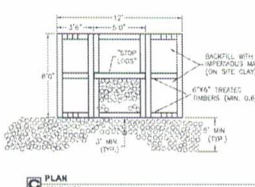


04/20/07	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/16/08	THIS DRAWING NOT ISSUED	PLB
08/21/08	THIS DRAWING NOT ISSUED	PDF
06/13/08	ISSUED FOR FINAL SUBMISSION APPROVAL	PDF
5/01/08	SUBMITTED FOR PRELIMINARY SUBMISSION APPROVAL	RLH
2/28/08	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	RLH
DATE	REV #	ISSUED / REVISIONS
STORMWATER PLAN		
C5		
PHASE IIB & IIC DEVELOPMENT		
WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK		
COUNTY LINE & CASEY ROAD		
KINGSBURY, NEW YORK		
JARRETT - MARTIN ENGINEERS, PLLC		
PROFESSIONAL ENGINEERING		
12 EAST WASHINGTON STREET		
GLENS FALLS, N.Y.		
PHONE: (518) 793-3907		
FAX: (518) 798-1864		
H. THOMAS JARRETT		
P.E. # 87559		
CONTRACT # 07004		
FEBRUARY 2008		
PROJECT # 05-15		
SHEET: 6 OF 20		
BASE SHEET SIZE: 20x34		
PLOTTED / REVISED 04/20/07 & 2/28/08		

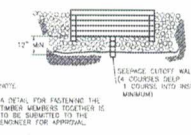
PROJECT: WETLAND DITCH HYDRAULIC PROFILE, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



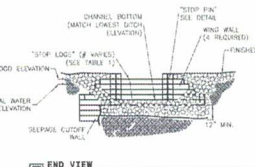
B WETLAND DITCH HYDRAULIC PROFILE
SCALE: AS NOTED



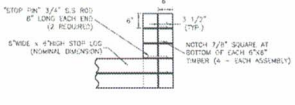
C PLAN
SCALE: N.T.S.



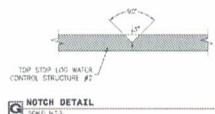
D SIDE VIEW
SCALE: N.T.S.



E END VIEW
SCALE: N.T.S.



F STOP PIN ASSEMBLY
SCALE: N.T.S.

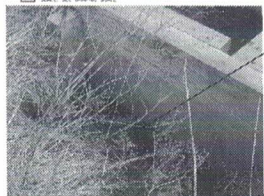


G NOTCH DETAIL
SCALE: N.T.S.

CUT 3\"/>



H WATER CONTROL STRUCTURE
SCALE: SEE DRAWING SCALE



I WATER CONTROL STRUCTURE
SCALE: SEE DRAWING SCALE



J WATER CONTROL STRUCTURE
SCALE: SEE DRAWING SCALE

GENERAL NOTES:
0-1: DRAWING REFERENCE: JARRETT - MARTIN, PLLC "HYDRAULIC PROFILE & WATER CONTROL STRUCTURES" AIRPORT INDUSTRIAL PARK PHASE 3, "REVISED FOR BID", 8/14/09
DRAINAGE NOTES:
06-1: LOCATE OF WORK
"VACUUM" FOR EXISTING WATER CONTROL STRUCTURES BY APPLYING HEAVY EQUIPMENT PRESSURE (WHEEL LOAD OR EQUIVALENT BURDEN)
06-2: IN AREAS WHERE SUBMERGENCE IS EXISTENT, REMOVE TOPSOIL AND STOCKPILE FOR REPLACEMENT
06-3: FILL ALL DISTURBED AREAS AROUND STRUCTURE WITH NATIVE CLAY LONG WALK CLAY (NEW SOURCE DIRECTED BY ENGINEER) THEN TOPSOIL USING ONLY EXISTING TOPSOIL, DO NOT REMOVE NEW AND SOIL
06-4: FILL TO 12\"/>

TABLE #1
ELEV. AT TOP OF BREAKWATER
TOP OF TOP STOP LOGS

WATER CONTROL STRUCTURE	ELEV. AT TOP OF BREAKWATER TOP OF TOP STOP LOGS	# OF LOGS BELOW SPILLWAY ELEV.
1	31.25 (1)	4
2	31.25 (1)	6
3	30.12 (1)	7

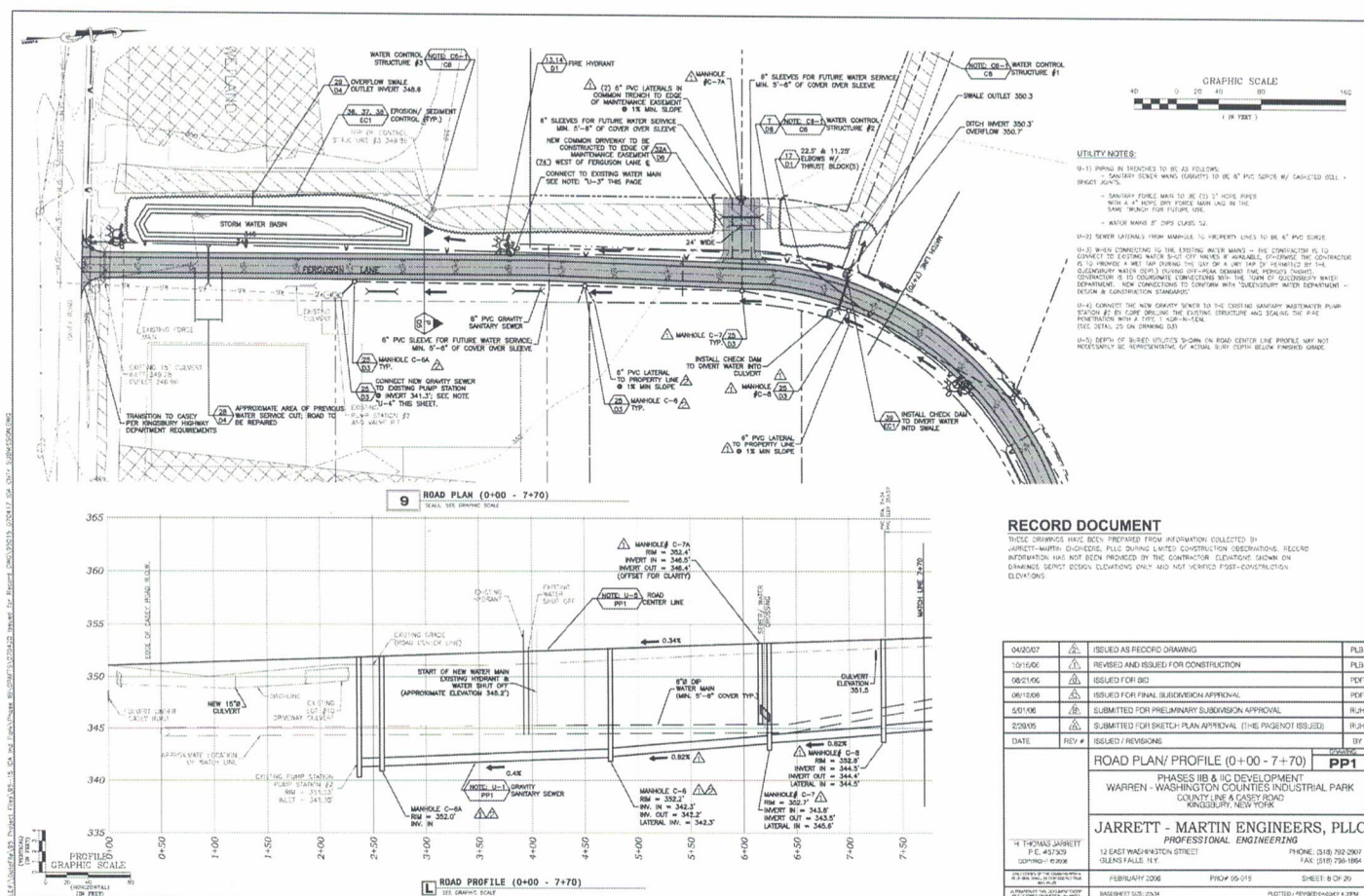
© ELEVATIONS BY JARRETT - MARTIN ENGINEERS 4/06

FILL AROUND SIDE WALLS OF
WATER CONTROL STRUCTURES
WITH NATIVE CLAY TAKEN FROM
NEARBY ON SITE APPROVED BY ENGINEER
(TYP. ALL 3 STRUCTURES)

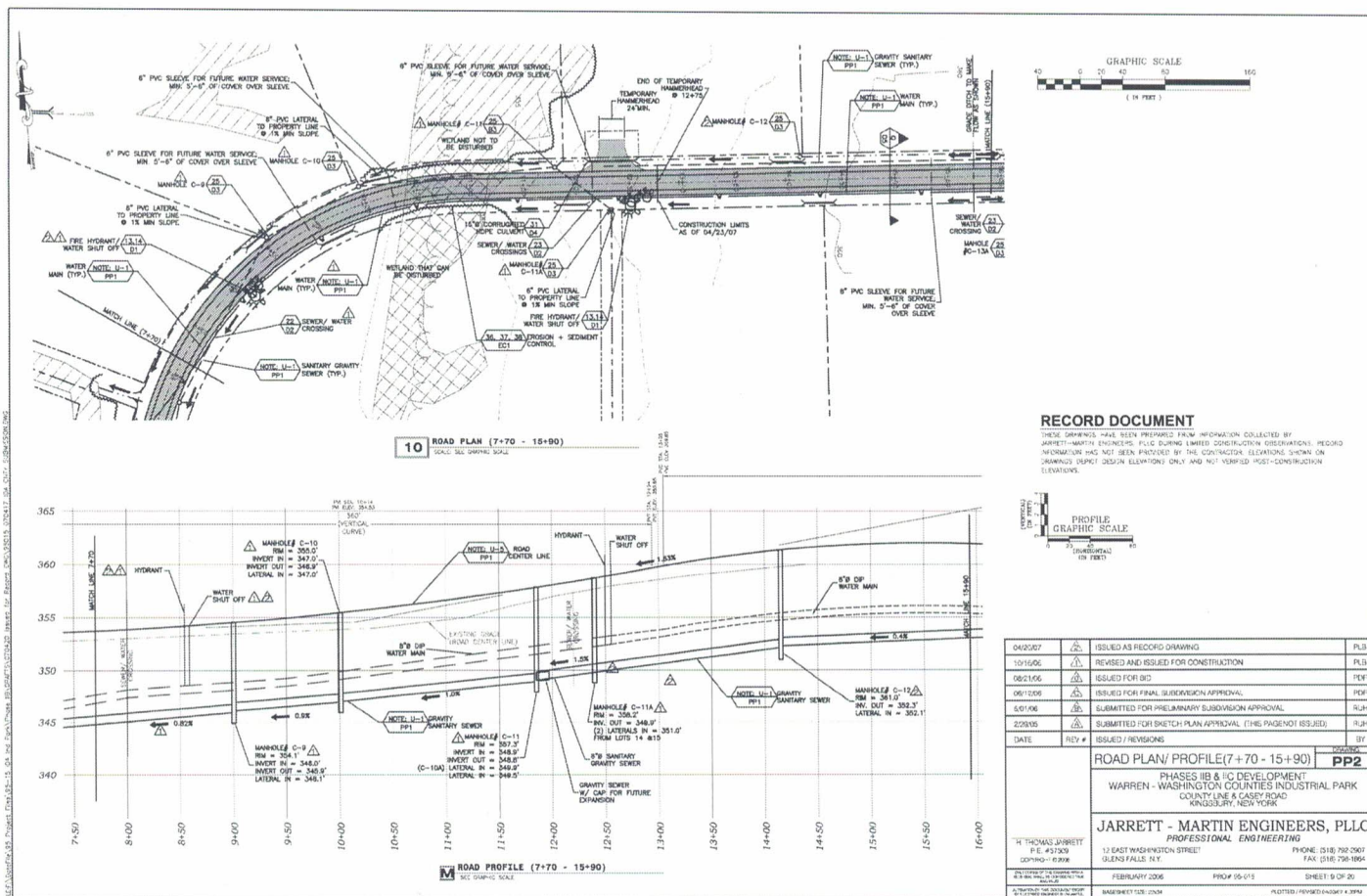
RECORD DOCUMENT

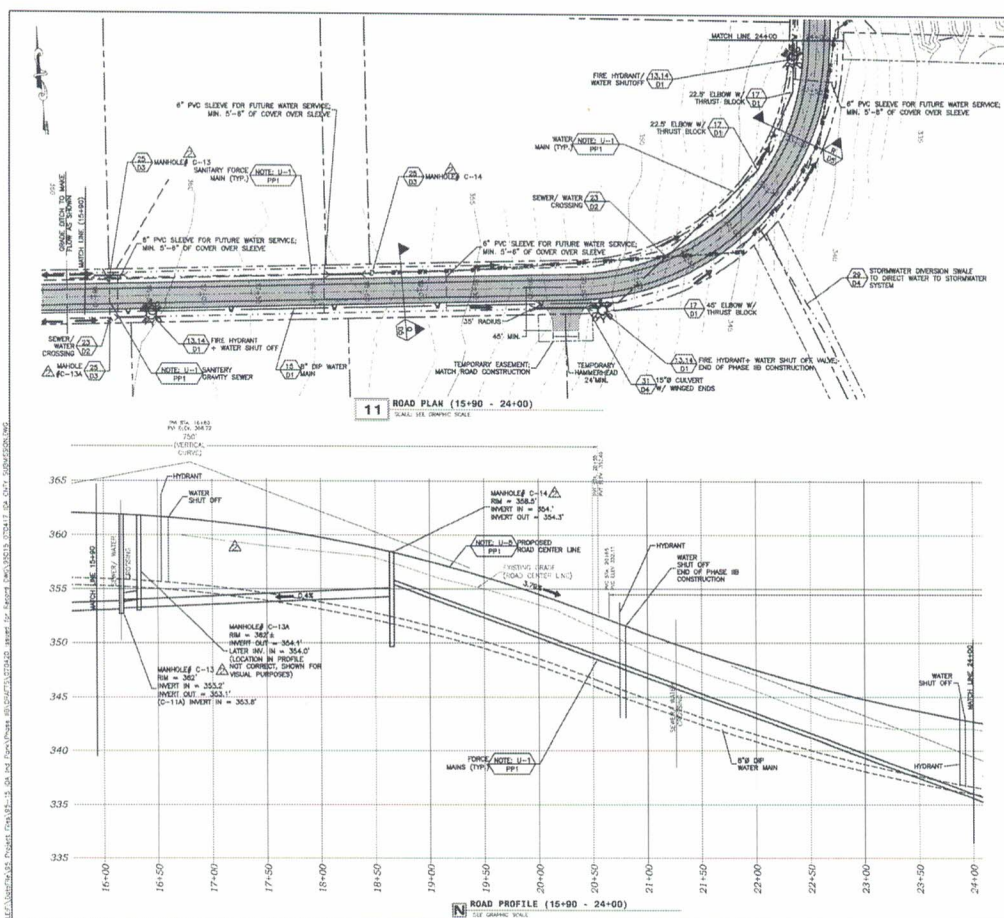
THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY
JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD
INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON
DRAWINGS REPRESENT DESIGN ELEVATIONS ONLY AND NOT FIELD CONSTRUCTION
ELEVATIONS.

04/00/07	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/16/08	REVISED AND ISSUED FOR CONSTRUCTION (NO CHANGE THIS SHEET)	PLB
06/10/08	ISSUED FOR BID	POP
06/10/08	ISSUED FOR FINAL SUBDIVISION APPROVAL	POP
06/10/08	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL (NOT SUBMITTED)	RLH
06/10/08	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT SUBMITTED)	RLH
DATE	REV #	BY
WATER CONTROL STRUCTURE		
PHASE IIB & IIC DEVELOPMENT		C6
WARREN - WASHINGTON COUNTIES INDUSTRIAL		
COUNTY LINE & CASEY ROAD		
KINGSBURY, NEW YORK		
JARRETT - MARTIN ENGINEERS, PLLC		
PROFESSIONAL ENGINEERING		
THOMAS JARRETT	11 EAST WASHINGTON STREET	PHONE: (516) 750-2007
P.E. #37519	OLINE FALLS, N.Y.	FAX: (516) 750-1964
00000000000000000000	APRIL 2006	PROJECT # 05-015
		SHEET: 7 OF 21
WATER CONTROL STRUCTURE		PLOTTED/REVISED 04/06/07 4:30PM



04/30/07	ISSUED AS RECORD DRAWING	PLN
10/16/06	REVISED AND ISSUED FOR CONSTRUCTION	PLN
08/21/06	ISSUED FOR BID	PLN
06/15/06	ISSUED FOR FINAL SUBDIVISION APPROVAL	PLN
5/01/06	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	PLN
2/28/05	SUBMITTED FOR SKETCH PLAN APPROVAL (FHE PAGENT REG.23)	PLN
DATE	REV #	ISSUED / REVISIONS
ROAD PLAN/ PROFILE (0+00 - 7+70)		PP1
PHASES IIB & IIC DEVELOPMENT WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK COUNTY LINE & CASHY ROAD KENNESAW, NEW YORK		
JARRETT - MARTIN ENGINEERS, PLLC PROFESSIONAL ENGINEERING		
"H" THOMAS JARRETT P.E. 437433 (SEALS) JARRETT	13 EAST MADISON STREET SUITE 415 KENNESAW, N.Y.	PHONE: (315) 793-2001 FAX: (315) 790-0864
FEBRUARY 2006	PLOD 55-013	SHEET 10 OF 20
DRAWING SIZE: 24"X36"	ACTION: APPROVED & EXEMPT	





04/20/07		ISSUED AS RECORD DRAWING	TIME
10/16/06		THIS DRAWING NOT ISSUED	PLN
08/21/06		THIS DRAWING NOT ISSUED	PLN
06/10/06		ISSUED FOR FINAL SUBDIVISION APPROVAL	PDF
06/10/06		SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	PLN
2/28/05		SUBMITTED FOR SKETCH-PLAN APPROVAL (THIS PAGE NOT ISSUED)	PLN
DATE	REV #	ISSUED / REVISIONS	BY

ROAD PLAN / PROFILE (15:50 - 24:00)

PP3

PHASE III & I/C DEVELOPMENT
 WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK
 COUNTY LINE & CASSY ROAD
 KANSAS CITY, NEW YORK

JARRETT - MARTIN ENGINEERS, PLLC

PROFESSIONAL ENGINEERING

W. THOMAS JARRETT
 P.E. #37320
 CDPROJ - 63938

13 EAST MADISON STREET
 SUITE 415 N.Y.
 FIBERGLASS, NY

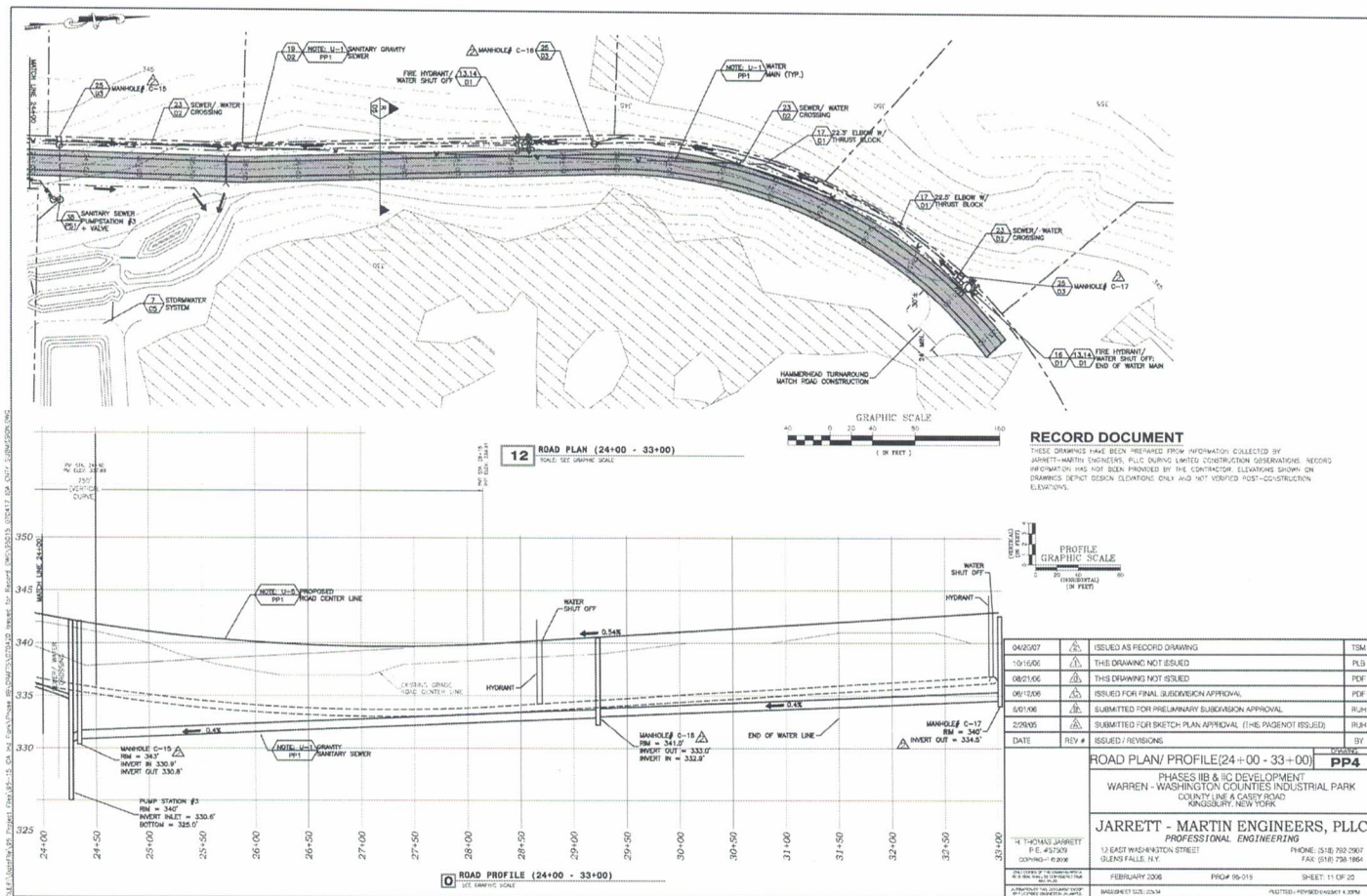
PHONE: (315) 792-2062
 FAX: (315) 792-2061

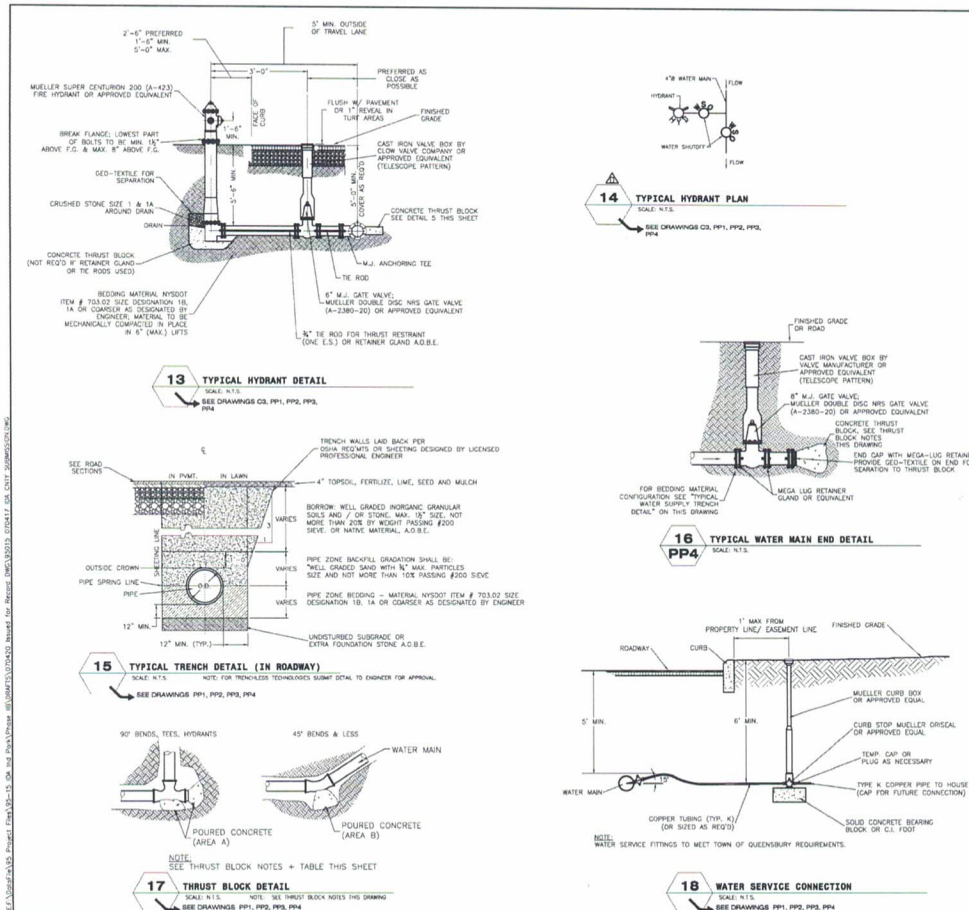
FEBRUARY 2006

PROJ 06-015

SHEET 10 OF 20

1. APPROVED FOR RECORD DRAWING
 2. APPROVED FOR PRELIMINARY SUBDIVISION APPROVAL
 3. APPROVED FOR SKETCH-PLAN APPROVAL





NOTES:

- 1) STREET OPENING PERMITS REQUIRED. PERMITS MAY BE OBTAINED THROUGH TOWN OF KINGSBURY, HIGHWAY SUPERINTENDENT.
- 2) FOR ADDITIONAL INFORMATION REGARDING INSTALLATION OF WATER MAINS, VALVES AND HYDRANTS SEE "KINGSBURY WATER DEPARTMENT - DESIGN & CONSTRUCTION STANDARDS" FOUND IN THE "PROJECT MANUAL".

THRUST BLOCK NOTES:

- 1) CONCRETE NOT TO OVERLAP ANY JOINT.
- 2) CONCRETE TO BE PLACED SO AS NOT TO INTERFERE WITH REMOVING OR INSTALLING ANY OF THE JOINTING HARDWARE.
- 3) BEARING AREAS FOR THRUST BLOCKS FOR WATER MAINS LARGER THAN 12" DIA. TO BE APPROVED BY TOWN OF KINGSBURY DEPT. OF WATER.
- 4) REQUIRED BEARING AREAS ARE BASED ON ALLOWABLE SOIL BEARING CAPACITY OF 2000 p.s.f. PRESSURE OF FLUID FLOW IS BASED ON 150 p.s.f. FOR OTHER SOIL CONDITIONS ADJUST BEARING AREA. (SEE DCPA THRUST RESTRAINT MANUAL).
- 5) ALL THRUST BLOCKS ARE TO BE POURED TO BEAR AGAINST UNDISTURBED NATIVE SOIL.

BEARING AREA (SQ. FT.)		
PIPE SIZE INCHES	TELS, 90° BENDS & HYDRANTS (AREA A)	45° & 22½° BENDS (AREA B)
6	3	2
8	5	4
10	8	6
12	10	8

BEARING AREA BASED ON TEST PRESSURE OF 150 PSI AND 2000 P.S.F. ALLOWABLE SOIL BEARING PRESSURE. CONTACT ENGINEER IF SOFT SOIL CONDITIONS ENCOUNTERED.

RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS DEPICT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

04/20/07	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/16/06	REVISED AND ISSUED FOR CONSTRUCTION (NO CHANGE THIS SHEET)	PLB
06/21/06	ISSUED FOR BID	POF
06/21/06	ISSUED FOR FINAL SUBDIVISION APPROVAL	POF
3/31/06	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	RLH
3/28/05	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	RLH
DATE	REV #	ISSUED / REVISIONS

WATER SUPPLY DETAILS

D1

JARRETT - MARTIN ENGINEERS, PLLC
PROFESSIONAL ENGINEERING

PHASE IIB & IIC DEVELOPMENT
WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK
COUNTY LINE & CASEY ROAD
KINGSBURY, NEW YORK

THOMAS JARRETT
P.E. #15700
ENGINEER IN CHARGE

10 EAST WASHINGTON STREET
QUEENSBURY, NY

PHONE: (518) 782-2967
FAX: (518) 780-1864

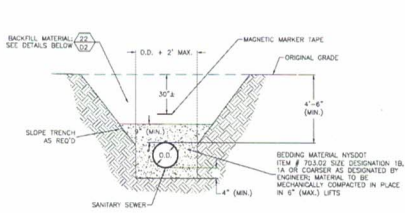
FEBRUARY 2006

PROJECT: 99-015

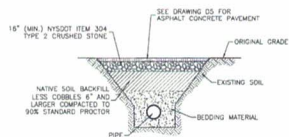
SHEET: 12 OF 20

DATE: 02/02/06

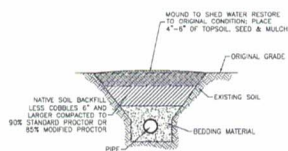
PLOTTED: 02/02/06



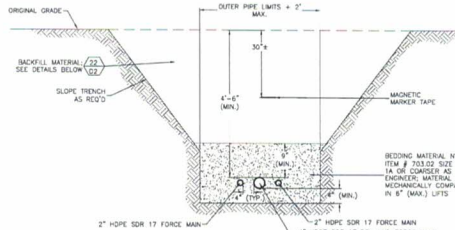
19 GRAVITY SEWER BEDDING DETAIL
SCALE: N.T.S.
SEE DRAWINGS PP1, PP2, PP3, PP4



21 BACKFILL DETAIL (WITH PAVING)
SCALE: N.T.S.
SEE DRAWINGS PP1, PP2, PP3, PP4



22 BACKFILL DETAIL (WITHOUT PAVING)
SCALE: N.T.S.
SEE DRAWINGS PP1, PP2, PP3, PP4



20 FORCE MAIN BEDDING DETAIL
SCALE: N.T.S.
SEE DRAWINGS PP1, PP2, PP3, PP4

NOTE:
(REFERENCE - "TEN STATE STANDARDS")

WHEN INSTALLED PARALLEL, ALL WATER AND SEWER LINES SHALL HAVE A MINIMUM SEPARATION OF 10' EDGE TO EDGE. IF MINIMUM CANNOT BE MAINTAINED, WATER MAIN SHALL BE IN SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELVE TO ONE SIDE OF SEWER, WITH BOTTOM OF WATER MAIN 18" MINIMUM ABOVE TOP OF SEWER PIPE. WHEN CROSSING, WATER MAIN SHALL BE INSTALLED TO MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN PIPES, OUTSIDE TO OUTSIDE. WHERE WATER MAIN MUST BE UNDERNEATH SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO WATER MAIN. THE SEWER SHALL BE DESIGNED AND CONSTRUCTED EQUAL TO WATER PIPE, AND SHALL BE PRESSURE TESTED TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING.

23 SEWER & WATER CROSSING
SCALE: N.T.S.
SEE DRAWINGS PP1, PP2, PP3, PP4

PIPING NOTES:

P-1: ALL GRAVITY SEWERS, GRAVITY SEWER LATERALS SHALL BE PVC SDR11 OR HDPE (POLYETHYLENE) SDR 17, ASTM D3320, INSTALLED IN ACCORDANCE WITH ASTM D3211. ALL GRAVITY SEWERS, GRAVITY SEWER LATERALS BE LEAKAGE TESTED BY AN INFLATION / DEFLATION TEST (LEAKAGE NOT TO EXCEED 100 GALLONS PER INCH DIAMETER PER MILE PER 24 HOURS) OR BY ASTM C-428 (LATEST EDITION) LOW AIR PRESSURE TEST. TEST GRAVITY PIPING IN TRENCH. FAIL TO GRADE AT JOINTS, CLEAN OUTS.

P-2: FORCE MAIN SHALL BE HDPE (POLYETHYLENE) SDR 17 (2" I.D. & 4" I.D.), ASTM D3320 OR ASTM F714 OR F7131-9/79, 100 PSI MINIMUM PRESSURE RATING. PIPE TO BE INSTALLED PER ASTM D2774. FORCE MAIN TO BE PRESSURE TESTED.

P-3: PVC PIPE & FITTINGS ARE TO BE GASKETED JOINTS. ALL JOINTS ARE TO BE FULLY SEATED TO ENSURE A WATER TIGHT SEAL.

P-4: HOPE PIPE AND FITTINGS ARE TO BE JOINED BY THE BUTT FUSION PROCESS INTO CONTINUOUS LENGTHS AT THE JOB SITE. THE JOINTING METHOD SHOULD BE THE HEAT FUSION METHOD WHILE PORTFOLIOED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATION. THE HEAT FUSION EQUIPMENT USED IN JOINTING SHALL BE CAPABLE OF MEETING ALL CONDITIONS RECOMMENDED BY THE PIPE MANUFACTURER. PROPERLY EXTENDED ELECTROFUSION FITTINGS MAY BE USED. EXTRUSION WELDING OR HOT GAS WELDING OF HOPE PIPE JOINTS NOT BE USED FOR PRESSURE PIPE APPLICATIONS OR FABRICATIONS WHERE STRENGTH OR STRUCTURAL INTEGRITY IS IMPORTANT. MECHANICAL JOINT ADAPTER FLANGES, UNION, GROVED COUPLERS, TRANSITION FITTINGS, AND SOME MECHANICAL COUPLINGS MAY BE USED TO MECHANICALLY CONNECT HOPE PIPE. REFER TO MANUFACTURER'S RECOMMENDATIONS.

P-5: ALL PIPING TO BE INSTALLED AT CONTIGUOUS GRADE BETWEEN STRUCTURES (I.E. NO LOW POINTS OR HIGH POINTS).

P-6: HOPE PRESSURE PIPING MAY BE ROUTED AROUND OBSTRUCTIONS BY BENDING PIPE ON A SMOOTH HORIZONTAL CURVE AT DIRECTION OF OWNER / ENGINEER. RADIUS OF BEND TO BE AS DIRECTED BY THE MANUFACTURER.

RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS REFLECT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

DATE	REV #	ISSUED / REVISIONS	BY
04/20/07	1	ISSUED AS RECORD DRAWING	TSM
10/16/06	1	REVISED AND ISSUED FOR CONSTRUCTION (NO CHANGE THIS SHEET)	PLB
06/21/06	1	ISSUED FOR BID	PDF
06/12/06	1	ISSUED FOR FINAL SUBDIVISION APPROVAL	PDF
05/01/06	1	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	TRH
02/06/05	1	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	TRH

WASTEWATER TRENCH DETAILS D2

PHASES IIB & IIC DEVELOPMENT
WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK
COUNTY LINE & CASEY FORD
KINGSBURY, NEW YORK

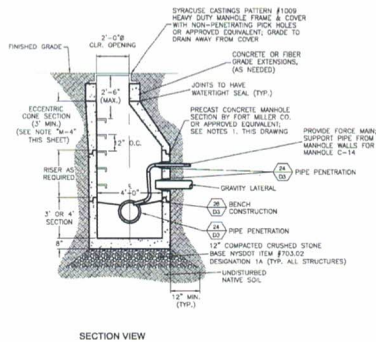
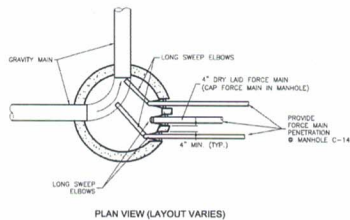
JARRETT - MARTIN ENGINEERS, PLLC
PROFESSIONAL ENGINEERING

12 EAST WASHINGTON STREET PHONE: (516) 752-2607
GLENS FALLS, N.Y. FAX: (516) 750-1864

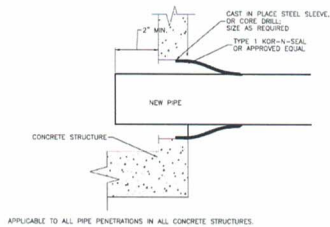
DATE OF THIS DRAWING: FEBRUARY 2006 PROJECT: 05-015 SHEET: 13 OF 35

BY: T. THOMAS JARRETT, P.E. #37009
CHECKED BY: J. MARTIN, P.E. #37009
DESIGNED BY: J. MARTIN, P.E. #37009
DATE: FEBRUARY 2006

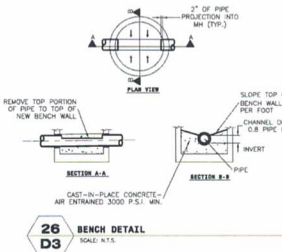
BASE SHEET: 05-015-001 PLOTTED: 02/06/2006 10:00 AM



25 TYPICAL MANHOLE DETAIL
SCALE: N.T.S.
SEE DRAWINGS PP1, PP2, PP3, PP4



24 MANHOLE / STRUCTURE PIPE PENETRATION DETAIL
SCALE: N.T.S.
SEE DRAWINGS PP1, PP2, PP3, PP4



26 BENCH DETAIL
SCALE: N.T.S.

MANHOLE / STRUCTURE NOTES:

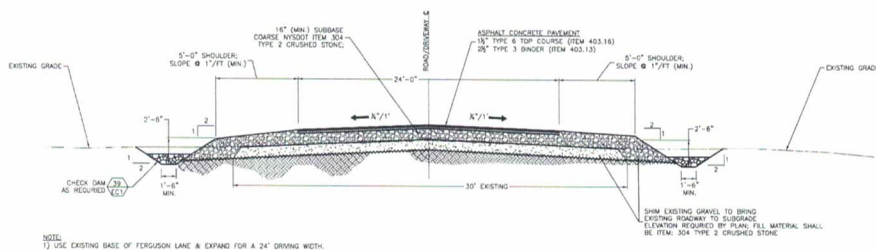
- M-1) EACH LOT TO BE PROVIDED AN INDIVIDUAL SEWER LATERAL CONNECTION CONNECTED TO A NEW MANHOLE. ALL CONNECTIONS ARE TO BE STUBBED OUT TO PROPERTY LINE OR AS OTHERWISE REQUIRED ON DRAWINGS. LATERAL STUBS ARE TO BE CAPPED (WATER TIGHT) AND MARKED TO GRADE WITH PRESSURE TREATED 2x4 POSTS. SEE DRAWINGS PP1, PP2, PP3, PP4 FOR LATERAL CONNECTION LOCATIONS AND ELEVATIONS.
- M-2) ALL PENETRATIONS TO BE 6\" MIN. FROM MANHOLE SECTION JOINTS.
- M-3) PRECAST STRUCTURES SHALL BE AS SUPPLIED BY FORT MILLER CO., INC. - OR EQUIVALENT. REFERENCES TO HEAVY DUTY REFER TO FORT MILLER CO. DESIGNS FOR 14-20 TRAFFIC LOADING. STRUCTURES TO BE TESTED TO DOCUMENT WATER TIGHTNESS BY METHOD APPROVED BY ENGINEER. (ENGINEER TO WITNESS)
- M-4) IF PIPE INVERT IS LESS THAN 7\"-6\" BELOW FINISHED GRADE, PROVIDE FLAT TOP IN LIEU OF ECCENTRIC CONE SECTION.

RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS DEPICT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

DATE	REV #	ISSUED / REVISIONS	BY
04/03/07	1	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/16/06	2	REVISED AND ISSUED FOR CONSTRUCTION (NO CHANGE THIS SHEET)	PLB
08/27/06	3	ISSUED FOR BID	PDF
06/12/06	4	ISSUED FOR FINAL SUBDIVISION APPROVAL	PDF
05/17/06	5	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	TRM
02/06/06	6	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	TRM

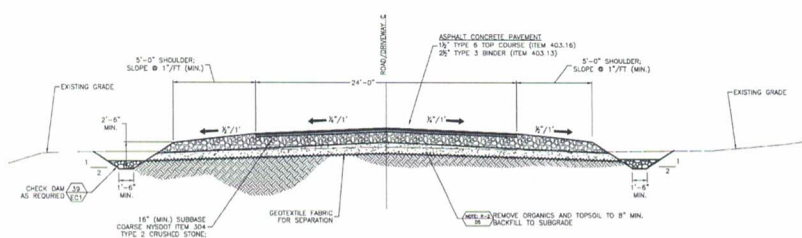
	MANHOLE DETAILS		<small>REVISION</small> D3
	PHASES IIB & IIC DEVELOPMENT WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK COUNTY LINE & CASEY ROAD KINGSBURY, NEW YORK		
JARRETT - MARTIN ENGINEERS, PLLC PROFESSIONAL ENGINEERING			
T.H. THOMAS JARRETT P.E. #57008 COMMERCIAL ENGINEERING	12 EAST WASHINGTON STREET GLENS FALLS, NY	PHONE: (518) 792-3967 FAX: (518) 798-1964	
	FEBRUARY 2006	PROJ# 05-015	SHEET: 14 OF 20
BASED ON: SEE 2004		PLOTTED / REVEALED AGAINST A 30MM	



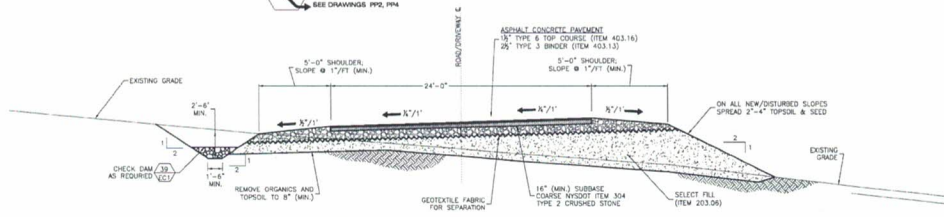
P
PP1

ROAD REPAIR AND UPGRADE (STA. 0+00 TO STA. 4+25)

N.T.S.



Q NEW ROAD CONSTRUCTION (4+25 TO STA. 20+50)
SCALE: N.T.S.
SEE DRAWINGS PP2, PP4



R
PP3 REVERSE ROAD CROWN SECTION (STA. 20+50 TO STA. 33+60)
SCALE: N.T.S.

ROADWAY NOTES:







R-1) ROADWAY TO BE STRIPPED OF STUMPS, ROOTS, MUCK AND SPONGY & ORGANIC MATERIAL BEFORE
USE OF MATERIAL.

R-2) BACKFILL TO SUBGRADE AS FOLLOWS:

- STATION 4+25 TO STATION 9+00
USE A BLEND OF #1, #2, #3 STONE (NO FINES)
- STATION 9+00 TO STATION 20+50 AND STATION 23+50 TO STATION 33+60
USE SELECT GRANULAR FILL (NYC MEM 203.04) TO SUBGRADE.

RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS DEPICT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

04/20/07		ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/10/06		REVISED AND ISSUED FOR CONSTRUCTION (NO CHANGE THIS SHEET)	PLB
09/21/06		ISSUED FOR BID	PLB
06/12/06		ISSUED FOR FINAL SUBDIVISION APPROVAL	PLB
5/01/06		SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	PCF
2/26/05		SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE/NOT ISSUED)	BY
DATE	REV #	ISSUED / REVISIONS	

ROAD DETAILS

REVISION
D6

PHASES IIB & IIC DEVELOPMENT
 WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK
 COUNTY AND A CASEY ROAD
 KINGSBURY, NEW YORK

JARRETT - MARTIN ENGINEERS, PLLC

PROFESSIONAL ENGINEERING

HT THOMAS JARRETT
 PE #47390
 LICENSED IN OHIO

12 EAST WASHINGTON STREET
 GLENDALES, N.Y.

PHONE: (516) 750-5954
 FAX: (516) 750-5964

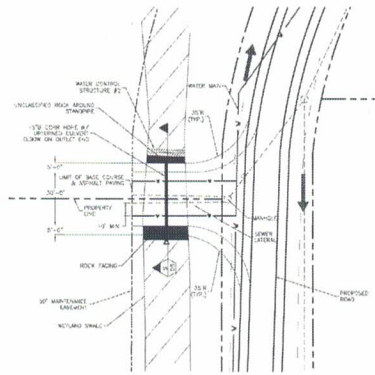
FEBRUARY 2006
 BIDDING SET: 2/26/06

P/NO: 65-015

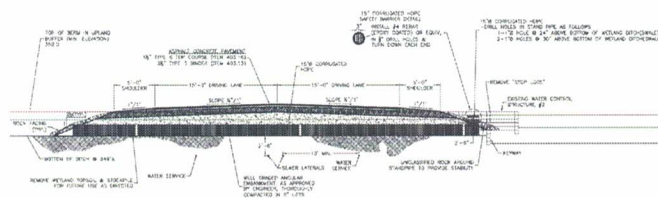
SHEET: 16 OF 20

ALL IN THIS SET ARE THE PROPERTY OF JARRETT-MARTIN ENGINEERS, PLLC
 NO PARTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS
 WITHOUT PERMISSION IN WRITING FROM JARRETT-MARTIN ENGINEERS, PLLC

PLOTTED BY: JARRETT-MARTIN ENGINEERS, PLLC



32A COMMON DRIVEWAY PLAN
PP1 SCALE: N.T.S.



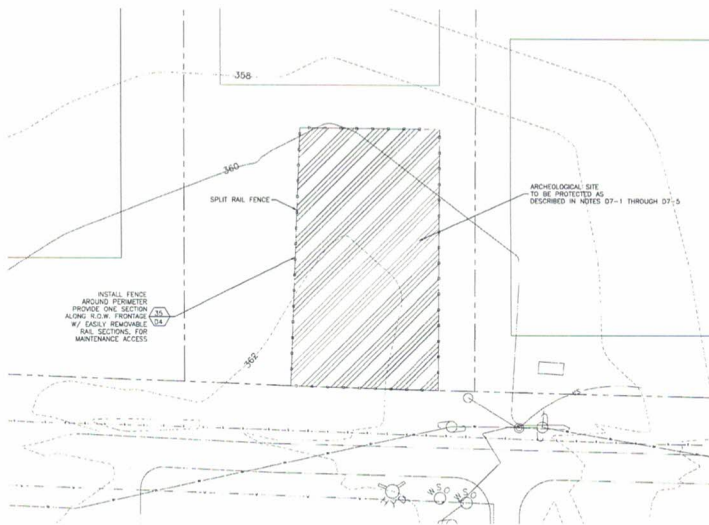
T D6 COMMON DRIVEWAY SECTION FOR LOTS 33 & 34
SCALE: N.T.S.

RECORD DOCUMENT

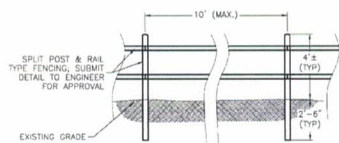
THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS EXCEPT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

04/25/07	Δ	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TRM
10/15/09	Δ	REVISED AND ISSUED FOR CONSTRUCTION (NO CHANGE THIS SHEET)	PKB
08/21/06	Δ	ISSUED FOR BID	PKB
06/15/06	Δ	ISSUED FOR FINAL SUBDIVISION APPROVAL	PKB
5/27/06	Δ	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	TRM
2/28/05	Δ	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	TRM
DATE	REV #	ISSUED / REVISIONS	BY

COMMON DRIVEWAY LOTS 33 & 34		D6
PHASES IIB & IIC DEVELOPMENT WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK COUNTY LINE & CASEY ROAD KINGSBURY, NEW YORK		
JARRETT - MARTIN ENGINEERS, PLLC PROFESSIONAL ENGINEERING		
THOMAS JARRETT P.E. #37303 OWNER'S REPRESENTATIVE	12 EAST WASHINGTON STREET GLENS FALLS, N.Y. FEBRUARY 2006	PHONE: (518) 792-7907 FAX: (518) 792-1964 PROJECT # 05-015 SHEET 17 OF 25
ALL RIGHTS RESERVED NO REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS PERMITTED	DATE SHEET 1526: 02/04	PLOTTED - POWERPLOT 4.10 PM



33
D4 ARCHAEOLOGICAL SITE PROTECTION PLAN
SCALE: N.T.S.



34
D4 SPLIT RAIL FENCE DETAIL (ARCHAEOLOGICAL SITE)
SCALE: N.T.S.

DRAWING NOTES:

- D7-1) REMOVE LOOSE ROCK AND STONE FROM THE SITE BY HAND, EXCEPT LEAVE ROCK UNDISTURBED WHERE SUCH STONE IS DEEMED TO BE PROXIMATE TO AN EXISTING FOUNDATION.
- D7-2) CUT WOODY VEGETATION AT THE GROUND LINE (NO GRUBBING OF STUMPS, E.G. GROUND DISTURBANCE, ALLOWED) AND SPRAY THE STUMPS AS APPROPRIATE WITH AN HERBICIDE TO DISCOURAGE NEW GROWTH.
- D7-3) FILL EXISTING DEPRESSIONS WITH A MIXTURE OF SAND AND HINDUSTON COUNTY SENSITIVE DISTRICT #2 COMPOST, AND MAP THOSE FILLED AREAS SUCH THAT FUTURE ARCHAEOLOGICAL INVESTIGATIONS CAN LOCATE AND IDENTIFY THE PREVIOUSLY INVESTIGATED AREAS. (AN ARCHAEOLOGIST MUST BE PRESENT DURING THE FILLING OPERATION TO DOCUMENT THE PROCESS FOR THE ARCHAEOLOGICAL RECORD) (ON TO PROVIDE ARCHAEOLOGIST CONTRACTOR TO COORDINATE SCHEDULE WITH PROPERTY).
- D7-4) SPREAD A 2" TO 4" THICK LAYER OF SAND/COMPOST OVER ENTIRE ARCHAEOLOGICAL SITE TO PROTECT THE SITE AND PROMOTE GRASS GROWTH. SEED AND FERTILIZE AS REQUIRED TO PRODUCE LAWN AREA.
- D7-5) ERECT FENCE (SEE ATTACHED DETAIL) AROUND THE ARCHAEOLOGICAL SITE TO DELINEATE THE SITE AND PREVENT VEHICULAR ENCROACHMENT.

RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS DEPICT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

DATE	REV #	ISSUED / REVISIONS	BY
04/20/07	1	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/16/06	1	THIS DRAWING NOT ISSUED	PLB
06/27/06	1	THIS DRAWING NOT ISSUED	POP
06/12/06	1	ISSUED FOR FINAL SUBDIVISION APPROVAL	POP
05/11/06	1	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	TSJH
02/04/05	1	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	TSJH

ARCHAEOLOGICAL PROTECTION PLAN
PHASES IIB & IIC DEVELOPMENT
WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK
COUNTY LINE & CASEY ROAD
KINGSBURY, NEW YORK

JARRETT - MARTIN ENGINEERS, PLLC
PROFESSIONAL ENGINEERING

T. THOMAS JARRETT
P.E. #57503
CONTRACT # 0306

13 EAST WASHINGTON STREET
GLENS FALLS, NY

PHONE: (518) 750-2607
FAX: (518) 758-1664

DATE: FEBRUARY 2006

PROJ: 95-015

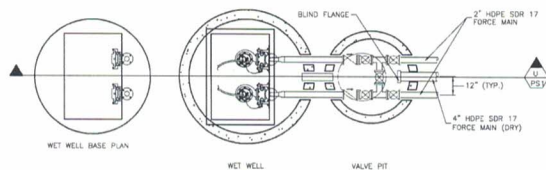
SHEET: 18 OF 23

PLOTTED / REVISIONS: 18 OF 23

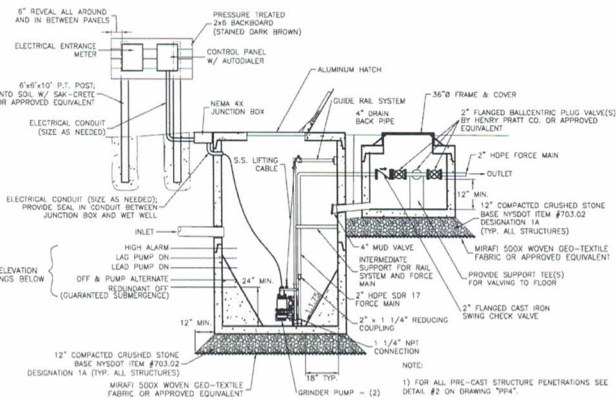
PLOTTED / REVISIONS: 18 OF 23

PLOTTED / REVISIONS: 18 OF 23

PLOTTED / REVISIONS: 18 OF 23



35 PUMP STATION DETAIL (PLAN)
SCALE: N.T.S.



SECTION VIEW

U PUMP STATION
SCALE: N.T.S.

PUMP STATION #0 OPERATION ELEVATION SETTINGS:

BOTTOM OF STATION	325.00'
REBOUNDING OFF (GUARANTEED SUBMERGENCE)	327.00'
PUMPS) OFF & ALTERNATE PUMP	327.25'
LEAD PUMP ON	328.50'
LEAD PUMP ON	329.50'
HIGH ALARM	329.50'
VALVE PIT DRAIN BACK, INVERT IN WET WELL	333.00' MIN.

PUMPS

- (1) SUBMERSIBLE GRINDER PUMP, 3 PH, 200V, 60 HZ, 2HP, 3450 RPM, SUBMERSIBLE MOTOR TO BE NEW TYPE "1", MOTORS RATED FOR VFD/CONTINUOUS DUTY OPERATION.
- (2) MEYER PUMPS MODEL W200-03-15 OR APPROVED EQUAL.
- (3) PROVIDE DOUBLE TANDEM MECHANICAL SEALS, UPPER & LOWER CARBON/CORALINE.
- (4) PROVIDE 18" ELECTRICAL COILS.
- (5) PUMP RATE 30 TO 40 GPM DISCHARGE RATE.

CONTROL & ALARM PANELS

- PROVIDE THE FOLLOWING:
- (1) SURGE CONTROLLER WITH ALTERNATE AND ALARM (MODEL CONC-10-337M, WITH OPTIONS) BY F.E. METERS OR APPROVED EQUIPMENT; INCLUDE PUMP SEAL FAILURE ALARM, ENCLOSURE TO BE NEW TYPE 34P GALVANNEED STEEL ENCLOSURE. A SEPARATE HINGED REAR FRONT SHALL BE PROVIDED IN THE ENCLOSURE. ALL CONTROL SWITCHES, LIGHTS, OVERLOAD RESETS AND OTHER FEATURES SHALL BE MOUNTED THROUGH THE HINGED DOOR.
 - (2) SEPARATE POWER CIRCUITS, WITH BREAKERS, FOR PUMPS AND ALARM.
 - (3) HOUR SWITCH WITH RUN LIGHT FOR EACH PUMP.
 - (4) VISUAL AND AUDIO ALARM W/ AUTOALARmer SYSTEM.
 - (5) ELAPSE TIME METERS FOR EACH PUMP.
 - (6) LIGHTNING ARRESTOR.
 - (7) WAVE LEVEL CONTROLLER WITH SENSING UNIT AND MOUNTING BRACKETS BY F.E. METERS OR AN APPROVED EQUIVALENT.
 - (8) 125 WATT NON-ADJUSTABLE CONDENSATION HEATER.
 - (9) 4 AUXILIARY CONTACTS (TO AUTO-DAKER).
 - (10) PHASE LOSS MONITOR.
 - (11) MANUAL TRANSFER SWITCH AND 4 POLE, 3 PHASE, 4 WIRE, KETES, 100 AMP, 250 / 600 VAC, REVERSE PROOF, TYPE, PRE-INSTALLED RECEPTACLE BY RUSSEL, STEEL, 60" OR APPROVED EQUIVALENT.
 - (12) 1/8" NPT OUTLET.

AUTOALARmer

- (1) PROVIDE AN "M" DAUER SYSTEM BY F.E. METERS OR AN APPROVED EQUIVALENT.
- (2) THE "M" DAUER SYSTEM IS TO BE CONNECTED TO THE VERIZON PHONE SERVICE PROVIDED.
- (3) AUTOALARmer SYSTEM TO MONITOR THE FOLLOWING: POWER FAILURE, PUMP FAILURE (I.E. PHASE LOSS, SEAL LEAK, LOCKED ROTOR, ETC.), LOW LEVEL ALARM AND HIGH LEVEL ALARM.
- (4) SETUP AUTOALARmer TO DIAL NUMBERS PRESCRIBED BY THE W200 #1.

ELECTRICAL SYSTEM

- (1) CONTRACTOR TO COORDINATE WITH NAGARA MOHAWK POWER CORPORATION AND PROVIDE A 100 AMP, 3PH, 200V, 4 WIRE SERVICE AND ENTRANCE.
- (2) PROVIDE SURGE ARRESTER IN POWER SUPPLY PANELBOARD.
- (3) ALL ELECTRICAL CONDUCTORS ARE TO BE SIZED ACCORDINGLY TO WATCH ELECTRICAL REQUIREMENTS OF EACH COMPONENT.
- (4) ALL ELECTRICAL WORK TO BE PERFORMED PER MANUFACTURER'S RECOMMENDATIONS.
- (5) ALL WORK MUST CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE AND ANY APPLICABLE LOCAL OR STATE CODES.
- (6) CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AT THEIR EXPENSE.
- (7) PROVIDE WTS BOARD OF FIRE UNDERWRITERS INSPECTION CERTIFICATE AT COMPLETION OF WORK.

GUIDE RAIL SYSTEM

- (1) HEAVY DUTY CONSTRUCTION SUITABLE FOR 40-50 TONNAGE LOADS UNLESS OTHERWISE NOTED. ALL STRUCTURES BY TONY MILLER CO. INC. OR EQUIVALENT.
- (2) PROVIDE TRS-75 TOP RAIL SUPPORT BY F.E. METERS OR AN APPROVED EQUIVALENT.
- (3) GUIDE RAILS TO BE 3/4" SCHED 80 S.S. PIPE. HOLD DOWN PIPE TO 1/2" SCHED 80 S.S. PIPE.

PRECAST CONCRETE STRUCTURES

- (1) HEAVY DUTY CONSTRUCTION SUITABLE FOR 40-50 TONNAGE LOADS UNLESS OTHERWISE NOTED. ALL STRUCTURES BY TONY MILLER CO. INC. OR EQUIVALENT.
- (2) WALL PENETRATIONS FOR PIPE AND CONDUIT SHALL BE SLEEVED, SEAL SLEEVE TO WALL WITH NON-SHRINK GROUT, SEAL PIPE TO SLEEVE WITH TYPE 1 GUN-B-SEA.
- (3) ALL JOINTS TO HAVE WATER BUTTS, SEALS OR AN APPROVED EQUIVALENT.
- (4) PUMP STATION STRUCTURES TO BE 4' DIAMETER, INSIDE DIAMETER.
- (5) VALVE PIT STRUCTURES TO BE 4' DIAMETER, INSIDE DIAMETER.

ACCESS COVERS

- (1) PUMP STATION: MODEL 020-11 ALUMINUM HATCH BY SYRACUSE CASTINGS OR AN APPROVED EQUIVALENT (MINIMUM 36" x 48" CLEAR OPENING).
- (2) VALVE PIT: 36" FRAME & COVER BY CONCRETE UTILITY PRODUCTS, INC. MODEL PHASORSAFE & VIDEOS OR APPROVED EQUIVALENT (LOCK TOOL, TO BE PROVIDED).

GENERAL NOTES:

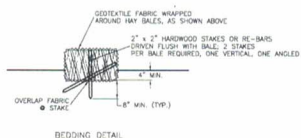
1. THIS DRAWING IS TYPICAL FOR BOTH PUMP STATION #1 AND PUMP STATION #2.
2. INSTALL PUMPS AND CONTROLS PER MANUFACTURER'S RECOMMENDATIONS.
3. TEST PUMPS FOLLOWING INSTALLATION, MEASURE DISCHARGE RATE DURING TEST AND ADJUST THROTTLING TO ACHIEVE DESIRED DISCHARGE RATE. MARK VALVE OPERATOR(S) AT THIS POSITION.
4. ENGINEER TO WITNESS OPERATION OF BOTH PUMP STATIONS, CONTROL PANELS AND AUTOALARmer SYSTEM UPON COMPLETION.
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND OBTAINING ELECTRICAL SERVICE FROM NAGARA MOHAWK AND TELEPHONE SERVICE FROM VERIZON TO SERVE THE TWO PUMPS STATIONS. ANY FEES ASSOCIATED WITH THE ELECTRICAL OR TELEPHONE INSTALLATION IS THE RESPONSIBILITY OF THE CONTRACTOR.

RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS REPRESENT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

DATE	REV #	ISSUED / REVISIONS	BY
04/20/07	1	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/16/08	2	THIS DRAWING NOT ISSUED	PLB
06/27/08	3	THIS DRAWING NOT ISSUED	PDF
06/12/08	4	ISSUED FOR FINAL SUBMISSION APPROVAL	PDF
06/12/08	5	SUBMITTED FOR PRELIMINARY SUBMISSION APPROVAL	PLB
06/12/08	6	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE NOT ISSUED)	PLB

PUMP STATION DETAIL		PS1
PHASES IIB & IIC DEVELOPMENT WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK COUNTY LINE & CASEY ROAD KINGSBURY, NEW YORK		
JARRETT - MARTIN ENGINEERS, PLLC PROFESSIONAL ENGINEERING 12 EAST WASHINGTON STREET GLEN FALLS, N.Y. PHONE: (518) 768-2607 FAX: (518) 768-1664		
H. THOMAS JARRETT P.E. #37509 LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEW YORK	FEBRUARY 2006 PROJECT 05-015 BASE SHEET 5/25/2004	SHEET 19 OF 20 PLOTTED / REVISED 04/20/07 K.BPM



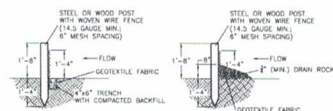
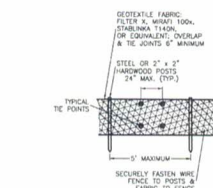
NOTES:

THESE DRAINS ARE APPLICABLE TO SHEET FLOW DRAINAGE ON SHALLOW CONCENTRATED FLOW ON DISTURBED SOILS. HAY BALE DRAINS ARE NOT SUITABLE FOR STREAM CHANNELS.

HAY BALE DRAINS MAY BE USED FOR TEMPORARY (180 DAYS MAXIMUM) EROSION CONTROL.

36 STRAW BALE DIKE

SCALE: N.T.S.

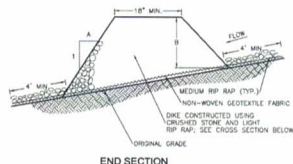


NOTE:

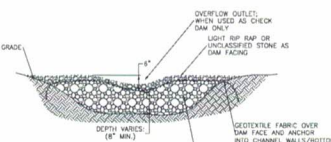
1. THIS DETAIL IS APPLICABLE TO SHEET FLOW DRAINAGE ON A TEMPORARY OR SEMI-PERMANENT BASIS (1 YEAR MAXIMUM) FOR CROSS-CONTROL.
2. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE FLOODING EFFICIENCY.
3. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT AS NEEDED; 8" (MAX.) RECOMMENDED STORAGE HEIGHT.
4. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

37 SILT FENCE

SCALE: N.T.S.
SEE DRAWINGS C3, PP1, PP2, PP3, PP4



END SECTION



CROSS SECTION

NOTES:

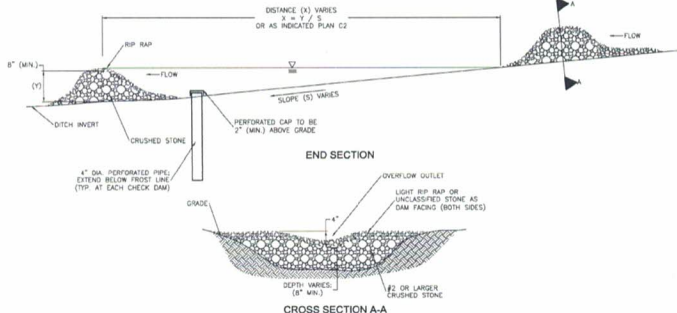
THIS STRUCTURE IS SUITABLE FOR EROSION CONTROL OF SHEET FLOW DRAINAGE ON MODERATE SLOPES, OR AS A CHECK DAM SEDIMENT TRAP IN A DRAINAGE DITCH; IF USED AS A CHECK DAM, PROVIDE OVERFLOW CAPABILITY.

"A" TO BE 2.0 OR GREATER FOR TEMPORARY EARTH DIKES AND 2.5 OR GREATER FOR PERMANENT EARTH DIKES.

"B" TO BE HEIGHT SHOWN ON PLAN OR EQUAL TO HEIGHT OF ADJOINING GROUND OR MAXIMUM 18" HIGH.

38 EARTH DIKE

SCALE: N.T.S.
SEE DRAWINGS C3, PP1, PP2, PP3



39 CHECK DAM DETAIL

SCALE: N.T.S.
SEE DRAWINGS C3, PP1, PP2, PP3

RECORD DOCUMENT

THESE DRAWINGS HAVE BEEN PREPARED FROM INFORMATION COLLECTED BY JARRETT-MARTIN ENGINEERS, PLLC DURING LIMITED CONSTRUCTION OBSERVATIONS. RECORD INFORMATION HAS NOT BEEN PROVIDED BY THE CONTRACTOR. ELEVATIONS SHOWN ON DRAWINGS DEPICT DESIGN ELEVATIONS ONLY AND NOT VERIFIED POST-CONSTRUCTION ELEVATIONS.

04/20/07	△	ISSUED AS RECORD DRAWING (NO CHANGE THIS SHEET)	TSM
10/16/06	△	REVISED AND ISSUED FOR CONSTRUCTION (NO CHANGE THIS SHEET)	PLM
06/21/06	△	ISSUED FOR BID	PLM
06/23/06	△	ISSUED FOR FINAL SUBDIVISION APPROVAL	PLM
05/01/06	△	SUBMITTED FOR PRELIMINARY SUBDIVISION APPROVAL	PLM
02/26/05	△	SUBMITTED FOR SKETCH PLAN APPROVAL (THIS PAGE/NOT ISSUED)	PLM
DATE	REV #	ISSUED / REVISIONS	BY

EROSION CONTROL

PHASES IIB & IIC DEVELOPMENT
WARREN - WASHINGTON COUNTIES INDUSTRIAL PARK
COUNTY LINE & EAST ROAD
KNOXSBURG, NEW YORK

**REVISION
EC1**

JARRETT - MARTIN ENGINEERS, PLLC

PROFESSIONAL ENGINEERING

12 EAST WASHINGTON STREET PHONE: (518) 793-7907
GLENS FALLS, N.Y. FAX: (518) 793-6641

H. THOMAS JARRETT
P.E. #37008
COMMERCIAL 2/2007

FEBRUARY 2008 PROJECT #56-015 SHEET 20 OF 30

THIS DRAWING IS THE PROPERTY OF JARRETT-MARTIN ENGINEERS, PLLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REUSED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF JARRETT-MARTIN ENGINEERS, PLLC.

INTEGRITY: SEE 2004A

PLOTTED BY: JESSICA D. KIRBY