

# CLINTON COUNTY LEGISLATIVE OFFICE

Clinton County Government Center  
137 Margaret Street, Suite 208  
Plattsburgh, New York 12901

**MICHAEL E. ZURLO**

County Administrator  
mike.zurlo@clintoncountygov.com

**KIM M. KINBLUM**

Deputy County Administrator  
kim.kinblum@clintoncountygov.com



**TELEPHONE**

518-565-4600

**FAX**

518-565-4616

September 9, 2021

Honorable Christopher C. Rosenquest, Mayor  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

Honorable Michael S. Cashman, Supervisor  
Town of Plattsburgh  
151 Banker Road  
Plattsburgh, NY 12901

RE: Petition for Annexation

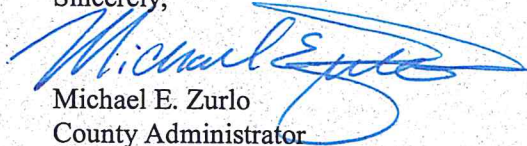
Dear Messrs. Rosenquest and Cashman:

On behalf of the County of Clinton, New York (hereinafter the "County"), enclosed for service upon the Town of Plattsburgh (hereinafter the "Town") and the City of Plattsburgh (hereinafter the "City") is a Petition for Annexation, together with exhibits thereto (the "Petition"). The Petition requests the annexation of an approximately  $\pm$  18.05 acre parcel located at 15/27 LeMay Drive in the City, identified as tax map parcel 233.6-1-2.1 from the City to the Town.

Pursuant to Section 704 of the General Municipal Law, the Town and the City shall conduct a Joint Public Hearing to hear testimony about the Petition. In accordance with the provisions of the Municipal Annexation Law, within twenty days after receipt of this Petition the City and the Town shall publish a notice of such Joint Public Hearing in the official local newspaper and also mail a copy of such notice to corporations owning real property and persons residing in the territory proposed to be annexed. Note, there are no persons residing in the territory proposed to be annexed to the Town.

Thank you for your kind attention.

Sincerely,

  
Michael E. Zurlo  
County Administrator

MEZ/eml  
Enclosure

RECEIVED SEP 13 2021  
MAYOR'S OFFICE

RESOLUTION #622 – 09/08/21

AUTHORIZING PETITION TO ANNEX TERRITORY IN THE CITY OF PLATTSBURGH TO THE  
TOWN OF PLATTSBURGH – LEGISLATURE

BY: Ms. Waldron

WHEREAS, the Town of Plattsburgh and the City of Plattsburgh have jointly requested that an approximately 18.05 acre parcel located at 15/27 Le May Drive, located in the City of Plattsburgh and owned by Clinton County identified as tax map parcel 233.6-1-2.1 be annexed to the Town of Plattsburgh; and

WHEREAS, the County is in agreement with the annexation and in accordance with General Municipal Law Article 17, such annexation is initiated by a Petition to both Municipalities, who will conduct a Joint Public Hearing on the Annexation, in accord with General Municipal Law Section 704; and

WHEREAS, the County Legislature has discussed and approved the annexation at the Economic Development and County Operations Committee meeting conducted on September 8, 2021; now, therefore,

BE IT RESOLVED, the Chairperson shall execute such Petition and the County will forward notice of such Petition to the City of Plattsburgh and the Town of Plattsburgh.

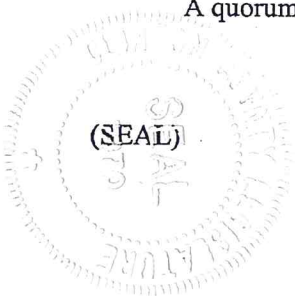
SECONDED BY: Mr. Timmons  
ADOPTED


“Yes” 9  
“No” 0  
Absent 1 (Mr. Conroy)

STATE OF NEW YORK)  
COUNTY OF CLINTON) SS:  
LEGISLATIVE CHAMBERS)

I HEREBY CERTIFY, that the foregoing is a true copy of a resolution acted upon by the County Legislature in Regular Session on September 8, 2021.

A quorum being present, and a majority voting therefor.



  
Michael E. Zurlo  
Clerk of the Legislature



**PETITION BY THE COUNTY OF CLINTON FOR THE ANNEXATION OF  
TERRITORY IN THE CITY OF PLATTSBURGH,  
COUNTY OF CLINTON, NEW YORK  
TO THE TOWN OF PLATTSBURGH, NEW YORK.**

Pursuant to Article 17 of the General Municipal Law of the State of New York, the Petitioner, County of Clinton (hereinafter referred to as “County” or “Petitioner”) hereby petitions to annex to the Town of Plattsburgh (hereafter referred to as the “Town”) certain territory which is located in the City of Plattsburgh, County of Clinton (hereinafter referred to as the “City”), as more particularly described herein:

1. Petitioner is a County in the northeastern part of New York State, located west of Vermont and south of the Canadian province of Quebec. The eastern boundary of the County is Lake Champlain, which serves as the New York-Vermont border. The Ausable River forms a large part of the southerly County line.

2. Petitioner seeks to have approximately 18.05+/- acres of land located along LeMay Drive in the City, annexed into the Town, which lands are more particularly identified by Clinton County tax map parcel number 233.6-1-2.1 (the “Territory”). A Deed with a metes and bounds description of the Territory to be annexed, along with photographs of the structures located within the Territory, are attached hereto as **Exhibit A**.

3. The City has been an incorporated city within the County of Clinton, New York since 1902.

4. The Town is located within the County and was established in 1785.

4. The Petitioner is the sole owner of the property to be annexed, assessed upon the last Assessment Roll of the City for the year 2021.

5. There are no persons residing in the Territory sought to be annexed.

6. An outline map of the Town is attached to this Petition as **Exhibit B**.


7. An outline map of the Territory sought to be annexed and described in paragraph 3 is attached to this Petition as **Exhibit C**.

8. An outline map of the Town as it would appear if the Territory described in paragraph 3 were annexed is attached to this Petition as **Exhibit D**.

9. A certificate of the City Assessor responsible for the preparation of the Assessment Roll for the City certifying that the Petitioner owns a majority of the assessed valuation of the property in the Territory sought to be annexed is attached hereto as **Exhibit E**.

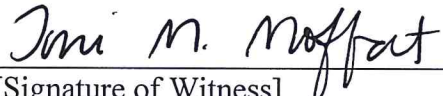
10. The proposed annexation is subject to the State Environmental Quality Review Act (“SEQRA”) and is considered an Unlisted Action pursuant to the regulations promulgated thereunder.

11. It is respectfully submitted that the requested annexation of the Territory described in Exhibit A from the City into the Town is in the overall public interest.

  
Mark Henry,  
Chairperson  
Clinton County Legislature

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

Mark R. Henry, being duly sworn, says: I reside at 6 Church Street  
Chazy, NY 12921, in the County  
of Clinton, State of New York; I know each of the persons whose names are subscribed to the  
above sheet having one signature; and each of them subscribed the same in my presence.

  
[Signature of Witness]

Sworn to before me this 9<sup>th</sup>  
Day of September, 2021  
[title]

TONI M. MOFFAT  
Notary Public, State of New York  
No. 01MO06370345  
Qualified in CLINTON County  
Commission Expires 1/29/22



# Exhibit A



John H. Zurlo, County Clerk  
137 Margaret St  
Ste 101  
Plattsburgh, NY 12901-2966  
(518) 565-4700

*my/pm*

## County Clerk Recording Cover Sheet

Received From :  
CENTENNIAL ABSTRACT

Return To :  
CENTENNIAL ABSTRACT

**First 1ST PARTY(---OR)**

PLATTSBURGH AIRBASE REDEVELOPMENT CORP

**First 2ND PARTY(--EE)**

CLINTON COUNTY OF

Index Type : Land Records

Instr Number : 2010-00234035

Type of Transaction : Deed/No Fee

Recording Fee : \$0.00

Recording Pages : 10

The Property affected by this instrument is situated in Plattsburgh (City), in the County of Clinton, New York

**Real Estate Transfer Tax**

RETT # : 54

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$0.00

State of New York

County of Clinton

I hereby certify that the within and foregoing was recorded in the Clerk's office for Clinton County, New York

On (Recorded Date) : 08/05/2010

At (Recorded Time) : 2:13:00 PM



Doc ID - 003568380010

*John H. Zurlo*  
John H. Zurlo, County Clerk



*233-5-76*  
*233.6-1-2.1*  
*233-3-2*  
*233-1-20.15*

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MARY Printed On : 08/05/2010 At : 3:05:53PM



**Record & Return**  
William A. Favreau, Esq.  
O'Connell & Aronowitz P.C.  
206 West Bay Plaza  
Plattsburgh, New York 12901

Quitclaim Deed

**This Deed** is made and entered into this 22 day of July, Two Thousand Ten  
by and

**Between**

**PLATTSBURGH AIRBASE REDEVELOPMENT CORP.**, a not-for-profit  
corporation organized and existing under the laws of the State of New York, with offices  
at 231 New York Road, Plattsburgh, New York 12903 (the "Grantor")

**and**

**COUNTY OF CLINTON**, a municipal corporation organized and existing under  
the laws of the State of New York, with offices at 137 Margaret Street,  
Plattsburgh, New York 12901 (the "Grantee").

**I. CONSIDERATION AND CONVEYANCE**

**WITNESSETH** that the Grantor, in consideration of One Dollar (\$1.00), lawful money  
of the United States, does hereby quitclaim, grant and release unto the Grantee, its successors,  
and assigns forever, all of that certain real property located in the Town of Plattsburgh, County  
of Clinton, State of New York, and more particularly described on:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**II. APPURTENANCES**

**TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and  
to said premises.

**III. EXCEPTIONS**

**Excepting therefrom** all utility systems owned by the United States of America, County  
of Clinton Industrial Development Agency, Grantor, Primelink, Inc., New York State Electric &  
Gas Corporation, or the Town of Plattsburgh, including wire, cables, conduit, pipes,  
transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations,  
structures, facilities, and equipment, reserving the rights of way and easements, as shown on  
subdivision plans entitled "PARC Subdivision Phase III, Town of Plattsburgh", prepared by AES  
Northeast, PLLC, Scott B. Allen, L.S which plans are recorded in the Clinton County Clerk's  
Office as Maps PL-C-113 through PL-C-148, and PARC Subdivision Phase III, IV, & V City of  
Plattsburgh, NY, prepared by AES Northeast, PLLC, Scott B. Allen, L.S and recorded in the  
office of the Clinton County Clerk as PL-B-349 through PL-B-357 or that may be revealed by a  
detailed survey and physical inspection of the premises, in United States of America, County of  
Clinton Industrial Development Agency, Grantor, Primelink, Inc., New York State Electric &  
Gas Corporation, the City of Plattsburgh or the Town of Plattsburgh to keep, operate, inspect,  
maintain, repair, remove, and replace such utility systems, and for ingress and egress to and from  
such systems. Not included in this exception are those parts of a utility system that serve only a  
specific building(s) or building lot(s), and that, in the practice of public utilities in the City of  
Plattsburgh, Town of Plattsburgh, Clinton County, New York, are usually controlled by  
individual realty owners and not by utility providers.

**Further excepting therefrom** all utility easements and rights of way on the premises  
conveyed by the Grantor to the Town of Plattsburgh by Assignment and Assumption of Grant of  
Easement for Utility Systems dated the 28<sup>th</sup> day of January, 2005, and recorded in the Office of  
the Clerk of Clinton County on the 4<sup>th</sup> day of February, 2005, as Instrument Number 05179424.

**Further excepting therefrom** all utility easements and rights of way on the premises  
conveyed by the Grantor to the City of Plattsburgh by Assignment and Assumption of Grant of  
Easement for Utility Systems dated the 26<sup>th</sup> day of September, 2002, and recorded in the Office  
of the Clerk of Clinton County on the 26<sup>th</sup> day of September, 2002, as Instrument Number  
147217.

**Further excepting therefrom** all utility easements and rights of way on the premises  
conveyed by the Grantor to New York State Electric & Gas Corporation by Assignment and  
Assumption of Grant of Easement dated as of the 16<sup>th</sup> day of December, 2004, and recorded in  
the Office of the Clerk of Clinton County on the 11<sup>th</sup> day of January, 2005, as Instrument  
Number 05178762.

**IV. RESERVATIONS**

A. **THIS CONVEYANCE** is made expressly subject to any and all reservations, covenants and restrictions contained in a certain deed dated July 4, 2009, and recorded in the Office of the Clerk of Clinton County on July 17, 2009, as Instrument Number 0225668 by and between the **UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force, and the **COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY**, and which reservations, covenants and restrictions are by this reference incorporated into this deed. Such reservations, covenants and restrictions include, without limitation, the following:

“V. NOTICES, DESCRIPTION, AND COVENANTS MADE PURSUANT TO SECTION 120(h)(3)(C)(iii) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) OF 1980 (42 U.S.C. § 9620(h)(3)(C)(iii))

A. Property Covered by Notice, Description, Assurances, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property as shown in Exhibit B, the Grantor provides the following notice, description, assurances, and covenants and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in Section 120(h), is provided in Exhibit D, attached hereto and made a part hereof.

C. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), notice is hereby provided that remedial actions consisting of installation and operation of free product recovery, soil vapor extraction, bioventing systems, ozone sparging system, landfill cap/barrier, groundwater collection and treatment, and water table depression is expected to demonstrate effectiveness of the selected remedy.

D. Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)):

Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the United States warrants that any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

E. Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)):

Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)), the United States provides the following response action assurances for Property described within Exhibit B:

1. The restrictions on the use of the Property to protect human health and the environment, enforceable under this Deed and the Federal Facility Agreement (FFA) effective February 1991 are imposed by Grantee Covenants contained in Section VII of this Deed.

2. The restrictions on the use of the Property to ensure that required remedial investigations, response action, and oversight activities will not be disrupted, enforceable under this Deed and the FFA, are imposed by Grantee Covenants contained in Section VII of this Deed.

3. The United States Air Force will continue to undertake all necessary response actions with respect to a release or threatened release of a hazardous substance caused by a United States Air Force activity that occurred prior to the effective date of this Deed. A remediation schedule of future actions required on the Property regarding hazardous substances is contained in Exhibit



E. The United States agrees to coordinate its environmental remediation activities with any construction schedule or activities of the Grantee so as not to disrupt such schedule or activities unreasonably.

4. The United States Air Force, as the Federal agency responsible for environmental cleanup of the Property, will submit through its established budget channels to the Director of the Office of Management and Budget a request for funds that adequately addresses schedules for investigation and completion of all response actions required. Expenditure of any Federal funds for such investigations or response actions is subject to Congressional authorization and appropriation of funds for that purpose. The United States Air Force will submit its funding request for the projects needed to meet the schedule of necessary response action as follows:

a. the projects for the necessary response actions for groundwater, soil, and soil gas remediation will be identified to and coordinated with the Base Realignment and Closure (BRAC) Cleanup Team (BCT);

b. after coordination with the BCT, the projects will be submitted for funding validation and approval; and,

c. all correspondence regarding these projects will recite that these projects are being undertaken on property transferred pursuant to Section 120(h)(3)(C) of CERCLA and that once validated, approved and funded, the funding may not be withdrawn without the consent of the Assistant Secretary of the United States Air Force (Installation, Environment and Logistics).

F. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, or its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

#### VI. NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120 (h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620 (h)(3))

A. Property Covered by Notice, Description, Assurances, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):



For the Property as described in Exhibit C, the Grantor provides the following notice, description, assurances, and covenants and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in Section 120(h), is provided in Exhibit D, attached hereto and made a part hereof.

C. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Exhibit C attached hereto and made a part hereof.

D. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the United States warrants:

(1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

(2) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

E. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, or its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its



officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

## VII. ENVIRONMENTAL RESTRICTIVE COVENANTS AND NOTICES

A. The following environmental restrictive covenants ("Grantee Covenants") are created to protect human health and the environment against residual contaminants on those portions of the Property depicted in Exhibit B and C (Restricted Property) unless otherwise indicated within the Exhibits:

1. The Grantee covenants and agrees not to construct any well, for any purpose other than monitoring, on the Property or extract/pump groundwater from beneath the Restricted Property.
2. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, activities that inject or allow infiltration of water/other fluids into the groundwater (e.g., construction or creation of any groundwater recharge area, percolation ponds, unlined surface impoundments, trenches, or irrigation) to the extent that the injection/infiltration of water/other fluids might affect groundwater flow direction. Additionally, the Grantee covenants and agrees that any excavation on the Restricted Property shall be conducted in a manner that prevents migration of groundwater contamination into the deep groundwater aquifer and that penetration of the subsurface clay confining layer will not be conducted without the prior written approval of the United States Air Force, New York State Department of Environmental Conservation (NYSDEC), and EPA.
3. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, construction, digging, excavation, drilling, or subsurface grading encountering shallow groundwater, removing, trenching or any other below-grade soil-disturbing activities encountering shallow groundwater within the Restricted Property, without prior written permission from the United States Air Force and the concurrence of NYSDEC. The Grantee covenants and agrees that it will not conduct any development within 20 feet of any aboveground structure or underground structure (including but not limited to pumping wells, underground and overhead electrical wiring, collection drains, piping, permeable treatment walls, groundwater treatment facilities, aeration basins, manholes and pump stations) constructed as part of the physical remedy, or within 5 feet of any monitoring point which will be used in the monitoring of the physical remedy within the Restricted Property, without pre-approval by the United States Air Force and the concurrence of NYSDEC. Paved driveways over the groundwater collection trench are permissible, upon United States Air Force notification.
4. The Grantee covenants and agrees that it will not use any Restricted Property for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or for day care centers for children.
5. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from shallow soil gas (vapor intrusion), the Grantee covenants and agrees to prohibit occupancy of the existing buildings 2612 and 3578. ("Occupancy" is defined as follows: Building is used and there is human occupation of it with regularity [e.g., persons present the same day of the week for approximately the same number of hours]. Incidental use of the building such as for storage of materials that necessitates intermittent visits by individuals who would not remain in the building after delivery or retrieval of such material, would not meet this definition of occupation.) Further the Grantee covenants and agrees to either (a) design and construct structures intended for occupancy within that portion of the Restricted Property in a manner that would mitigate unacceptable risk under CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (for example, through installation of a vapor intrusion barrier or gas collection system); or (b) evaluate the potential for unacceptable risk prior to the erection of any new, occupied structure in the same area, and include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk is posed under CERCLA and the NCP. The Grantee will coordinate any and all evaluation and potential mitigation measures with the NYSDEC, EPA, and the United States Air Force.
6. The Grantee covenants and agrees not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any groundwater extraction or monitoring well, landfill caps/covers, or other appurtenances associated with remediation, including but not limited to associated piping/equipment used in the environmental remediation of the Property. The Grantee may request permission of the United States Air Force and NYSDEC for the relocation



of monitoring well (s), at the Grantee's expense, if the existing location of such well(s) impedes the Grantee's use of the Property, such permission not to be unreasonably withheld.

7. The Grantee covenants and agrees that it will not engage in, or allow others to engage in, activities that will disrupt required remedial investigation, response actions, or oversight activities, should any be required on the Restricted Property.

8. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, any activities that will limit access to any wells or associated piping/equipment, treatment facilities, or systems, used in the environmental remediation of the Restricted Property.

9. During the deferral period for the covenant in Section 120(h)(3)(A)(ii)(I) of CERCLA, the Grantee is required to include the appropriate environmental provisions of this Deed in any transfer or sale documents or agreement covering any portion of the Restricted Property identified within Exhibit B to bind its successors to those provisions.

B. The Grantee may request from the United States Air Force a modification or release of one or more of the Grantee Covenants in this section, subject to the notification and approval of the NYSDEC, and the EPA. In the event the request of the Grantee for modification or release is approved by the United States Air Force, the EPA and the NYSDEC, the United States Air Force will execute an appropriate document modifying or releasing the covenant (a "Covenant Release"). The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States.

C. The warranty set forth in subparagraph Section V.D and Section VI.D above is limited to response actions found to be necessary to protect human health and the environment from conditions existing on the date this Deed is accepted. The obligation of the United States under such warranty does not apply to the extent that response actions are required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, (3) is intended to facilitate a change in use in the Property outside the parameters of the approved uses of the Restricted Property, or (4) increases the cost of the required response action by improperly managing any contamination or contaminated soil or water existing on the Property on the date this Deed is accepted from the United States.

D. The right of access reserved to the United States in subparagraph Section V.F and Section VI.E above may be exercised by agencies of the United States, including, but not necessarily limited to the USAF and the EPA (EPA, Region II). Further, notice is hereby given that the United States Air Force, EPA and the NYSDEC have entered into an agreement commonly referred to as a FFA; that, pursuant to the FFA, the United States Air Force has a continuing duty to provide access to the Property to the NYSDEC; and that, the United States Air Force will extend to the NYSDEC, as necessary, the right to use the access reserved in subparagraph Section V.F and Section VI.E above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program of the Grantor or the FFA, if applicable.

E. The United States further covenants that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property before the date of this Deed have been taken, it will execute and deliver to the Grantee in recordable form, an appropriate document amending this Deed to provide a warranty considered to satisfy the requirement of Section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(I)) that all such response actions have been taken. The "appropriate document" will not affect or alter conveyance of title under this Deed, but will provide that (1) the assurances of the United States under Section 120(h)(3)(C)(ii) of CERCLA are replaced with the warranty of the United States under Section 120(h)(3)(C)(iii) of CERCLA, thus satisfying Section 120(h)(3)(A)(ii)(I) of CERCLA; and (2) the environmental restrictive covenants set forth in this Deed are released and/or modified, as applicable, based on the completion of the response activities described in the preceding sentence."

**B. AND FURTHER RESERVING** all existing reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.



C. **AND FURTHER RESERVING** an easement for aircraft noise impact associated with the operation of the Plattsburgh International Airport. Said easement shall encompass the right, in the airspace above the surface of the property described on Exhibit A, having the same boundaries as the above described property and extending from the surface upwards to the limits of the atmosphere of the earth, to cause in said airspace such noise and vibrations and all other effects that may be caused or may have been caused by the operation of aircraft landing at or taking off from, or operation at or on Plattsburgh International Airport.

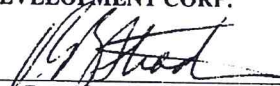
D. This instrument is subject to the right of New York State Electric & Gas Corporation, its successors and assigns, to obtain an easement for the installation, operation and maintenance of facilities on, over, through or under the property, the location of such easement being subject to the consent of the owner, which consent shall not be unreasonably withheld, conditioned or delayed. this provision shall be a covenant running with the land.

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

**In Witness Whereof**, the party of the first part has hereunto caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this      day of July, 2010.

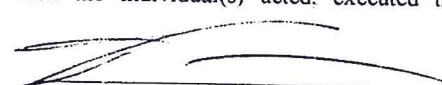
IN PRESENCE OF:

PLATTSBURGH AIRBASE  
REDEVELOPMENT CORP.

  
BY: Bruce Steadman  
ITS: President & CEO

STATE OF NEW YORK      )  
                                         ) SS:  
COUNTY OF CLINTON      )

On the 22 day of July in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE STEADMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**ROBERT L. BROWN**  
Notary Public, State of New York  
Qualified in Sullivan County  
In Office Since  
Commission Expires 12-31-14  
6-11-14

## EXHIBIT A

### Parcel One

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate along Florida Street on the former Plattsburgh Air Force Base in the Town of Plattsburgh, County of Clinton, State of New York, being parcel 37 (Tax# 233.-5-76) as shown on sheet S8 of the PARC SUBDIVISION PHASE III, TOWN OF PLATTSBURGH, NY, prepared by AES Northeast, PLLC, Scott B. Allen, L.S. and recorded in the office of the Clinton County Clerk as PL-C-113 through PL-C-148, more particularly described as follows:

BEGINNING at a point in the westerly bounds of said LaMay Drive having a Northing of 1702718.98 and Easting of 725368.29, which point lies at the northeastern corner of the premises being described herein;

Thence along the following two (2) course and distances:

1. S 35°09'53" W, 292.93 feet;
2. S 23°07'08" E, 281.34 feet to a point in the northern boundary of Florida Street;

Thence N 66°54'07" E, 256.66 feet along the bounds of Florida Street;

Thence along a curve to the left, concave to the West, with a radius of 20.00 feet, and an arc length of 31.42 feet;

Thence along the bounds of LaMay Drive the following two (2) courses and distances;

1. N 23°07'08" W, 328.89 feet;
2. Along a curve to the left, concave to the South West, with a radius of 150.00 feet, and an arc length of 92.25 feet to the point or place of beginning,

Containing herein 2.31 acres of land more or less.

Subject to all easements and rights of ways as shown on said subdivision plans.

Environmental Easements shall be a superior interest to all prior easements, rights of way, agreements, and to any and all interests in said parcel.

### Parcel Two

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate along NYS Rt. 22 on the former Plattsburgh Air Force Base in the City of Plattsburgh, County of Clinton, State of New York, being parcel 45 (Tax# 233.006-1-2.1) as shown on sheet S5 of the subdivision plans entitled PARC SUBDIVISION PHASE III, IV & V CITY OF PLATTSBURGH, NY, prepared by AES Northeast, PLLC, Scott B. Allen, L.S. and recorded in the office of the Clinton County Clerk as PL-B-349 through PL-B-357, more particularly described as follows:

BEGINNING at a point having a Northing of 1702843.39 and an Easting of 725455.94, which point lies at the southeast of the premises being described herein;

Thence along the following three (3) courses and distances:

1. S 35°09'53" W, 883.41 feet;
2. N 23°06'28" W, 1301.32 feet;
3. N 22°47'10" W, 271.51 feet to a point in the bounds of NYS Rt. 22;

Thence along the bounds of NYS Rt. 22 the following two (2) courses and distances:

1. N 69°55'10" E, 179.40 feet;
2. N 66°16'07" E, 179.50 feet;

Thence S 42°40'27" E, 1168.21 feet to the point or place of beginning.

Containing herein 18.05 acres of land more or less.

Subject to all easements and rights of ways as shown on said subdivision plans.

Environmental Easements shall be a superior interest to all prior easements, rights of way, agreements, and to any and all interests in said parcel.



**Parcel Three**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate along the north side of NYS Route 22 on the former Plattsburgh Air Force Base in the Town of Plattsburgh, County of Clinton, State of New York, being know as parcel 90, Town of Plattsburgh.

BEGINNING at a point in the westerly bounds of said NYS Route 22, which point lies at the southwest corner of the premises being described herein;

Thence along the following seven (7) courses and distances;

1. N 24°16'19" W, 787.01 feet;
2. N 11°02'15" E, 303.46 feet;
3. N 26°33'00" E, 378.34 feet;
4. N 38°18'36" E, 158.45 feet;
5. S 37°28'08" E, 250.00 feet;
6. N 67°19'11" E, 199.99 feet;
7. S 35°02'41" E, 469.97 feet to a point in the bounds of NYS Route 22;

Thence in general southwest direction the following six (6) courses and distances:

1. S 56°17'14" W, 48.46 feet;
2. Along a curve to the left, concave to the South East, with a chord bearing of S 45°46'19" W, a radius of 995.28 feet, and an arc length of 543.94 feet;
3. S 37°05'22" W, 98.77 feet;
4. S 20°58'13" W, 89.28 feet;
5. S 24°25'48" W, 239.82 feet;
6. S 02°16'47" E, 190.04 feet to the point or place of beginning,

Containing herein 14.29 acres of land more or less.

Subject to all easements and rights of ways.

Environmental Easements shall be a superior interest to all prior easements, rights of way, agreements, and to any and all interests in said parcel.

**Parcel Four**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate on the Plattsburgh Air Force Base, being Tax Parcel 233.-1-20.11-93.1, Town of Plattsburgh, County of Clinton, State of New York, more particularly described as follows:

BEGINNING at a point having a Northing of 1700030.24 and an Easting of 721286.55, which point lies at the southwest corner of Parcel 92 PARC Subdivision Phase VI, and the northeast corner of Parcel 93B PARC Subdivision Phase VIII;

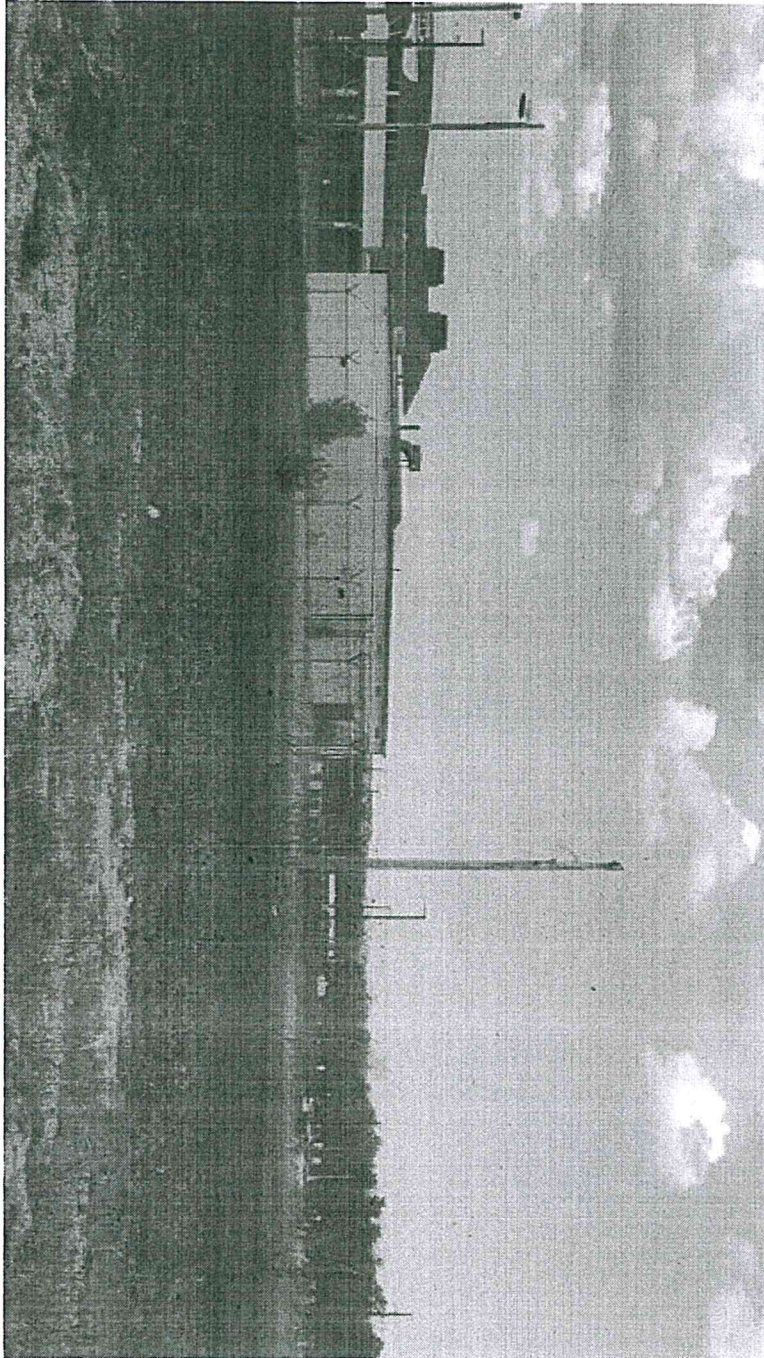
Thence along the following twelve (12) courses and distances:

1. N 66°48'05" E, 409.86 feet;
2. N 23°08'06" W, 2033.25 feet;
3. N 69°11'30" W, 58.54 feet;
4. N 24°11'30" W, 511.90 feet;
5. N 65°48'30" E, 300.00 feet;
6. S 63°31'05" E, 384.79 feet;
7. S 23°08'06" E, 3600.00 feet;
8. S 38°40'25" W, 200.00 feet;
9. S 23°08'06" E, 80.27 feet;
10. S 38°58'50" W, 748.22 feet;
11. N 38°58'06" W, 134.45 feet;
12. N 24°15'23" W, 1697.09 feet to the point or place of beginning,

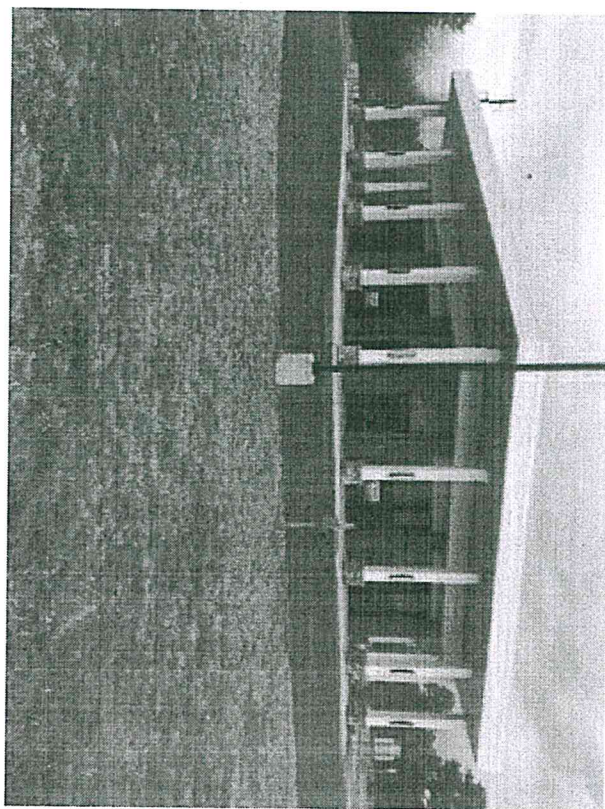
Containing herein 62 acres of land more or less.

Subject to all easements and rights of ways as shown on said subdivision plans.

Environmental Easements shall be a superior interest to all prior easements, rights of way, agreements, and to any and all interests in said parcel.



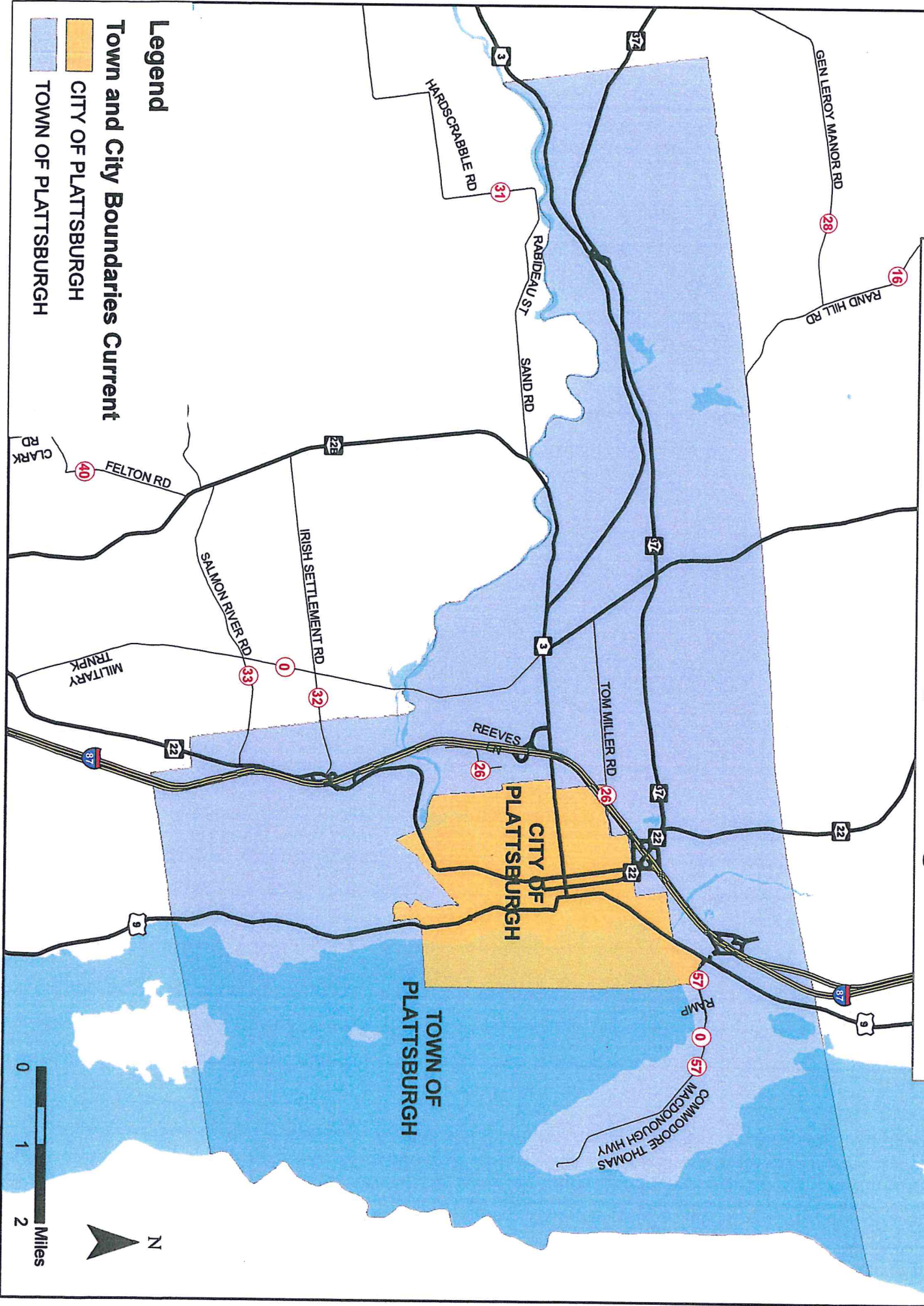




# Exhibit B



# Town and City of Plattsburgh Existing Boundaries





233-1-20.12

246-1-8



233.6-1-6.1

233.6-1-2.1

**TOWN OF  
PLATTSBURGH**

233-1-20.12

## Town and City Boundaries Current

CITY OF PLATTSBURGH

TOWN OF PLATTSBURGH

ॐ

221.19-2-26

-2-30

221.19-2-29

233.7-1-4

233.7-1-8

233

233-5-70

233-5-71

233.-5-68

233-5-78

233-5-77

33-5-76

233-5-75

233-5-73

233.-1-20.11

233-5-72

230

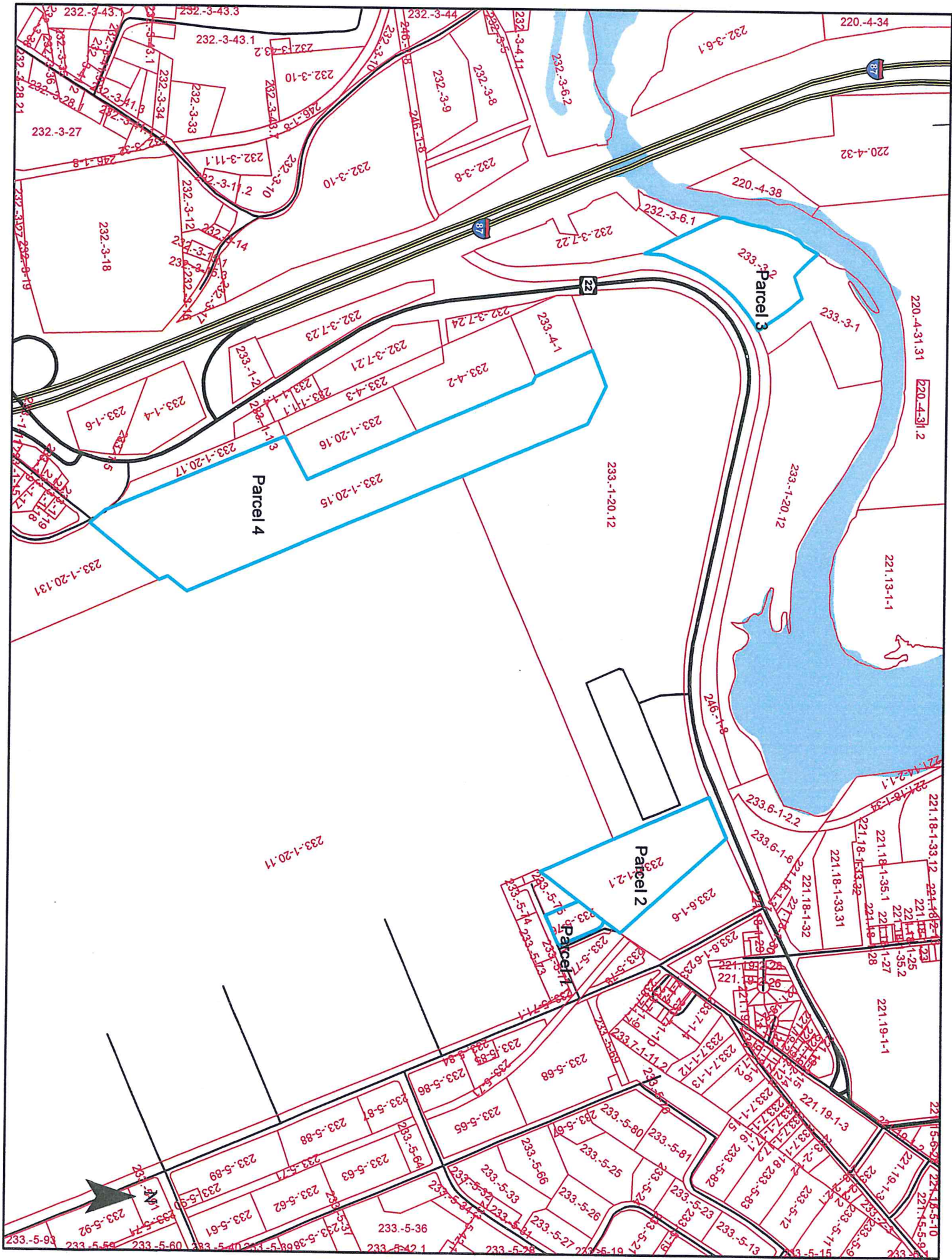
400

Feet  
800



# Exhibit C



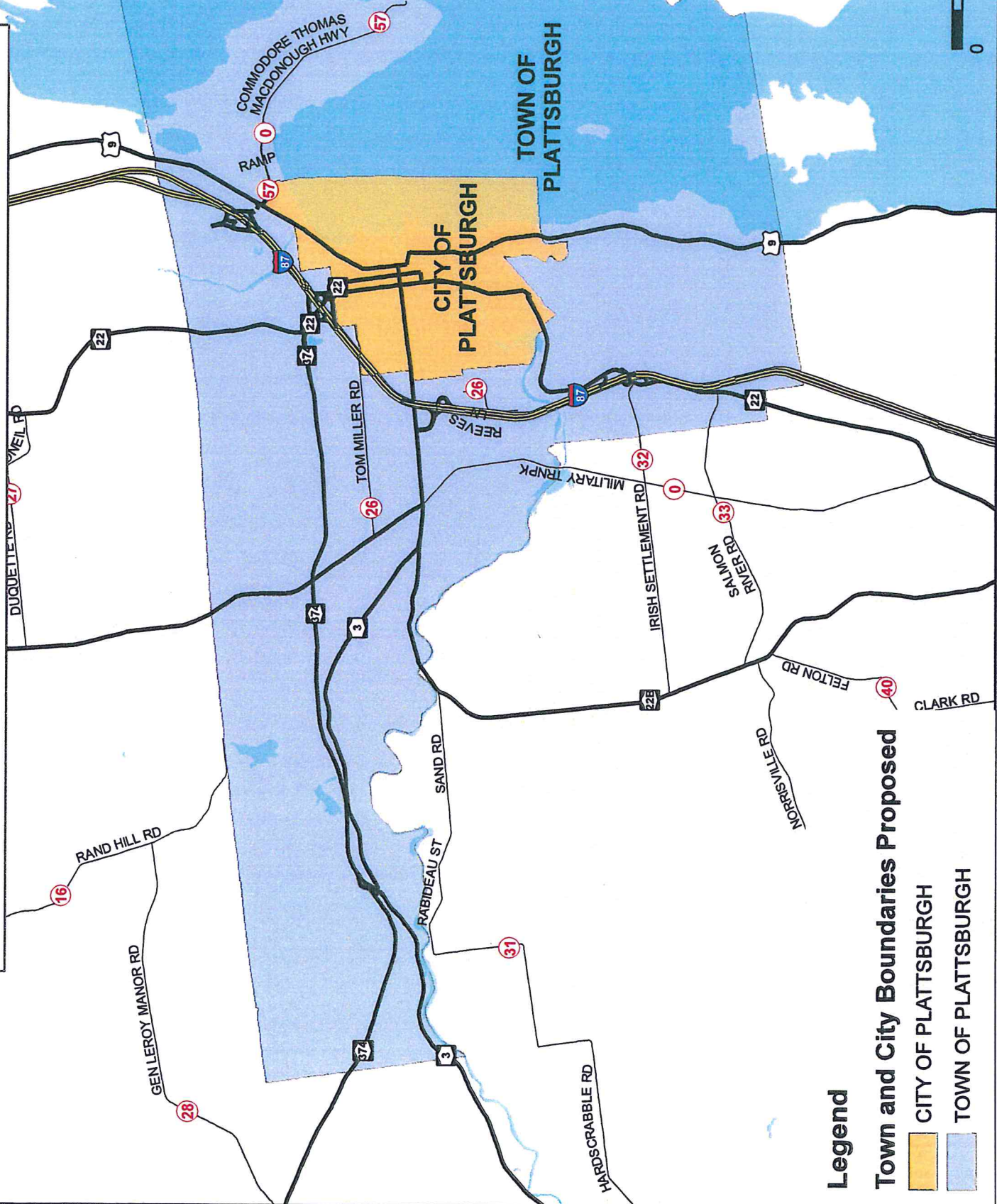
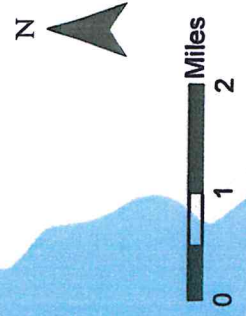




# Exhibit D



# Town and City of Plattsburgh Proposed Boundaries



**Legend**

**Town and City Boundaries Proposed**

- CITY OF PLATTSBURGH
- TOWN OF PLATTSBURGH



**TOWN OF  
PLATTSBURGH**

## Town and City Boundaries Proposed

TOWN OF PLATTSBURGH

Age Group (A)	Number of People (F)
15-24	~550
25-34	~450
35-44	~350
45-54	~250
55-64	~150
65-74	~100
75-84	~50
85+	~20



# Exhibit E



**CERTIFICATION**

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

I, Timothy Surpitski, a duly elected assessor of the City of Plattsburgh, County of Clinton, New York (the "City"), do hereby certify:

1. I was responsible for the preparation of the last preceding assessment roll for the City for the year 2020, a certified copy of which was filed with the City Clerk for the City of Plattsburgh on July 1, 2020.

2. That the real property described in the accompanying *Petition By The County Of Clinton For The Annexation Of Territory In The City Of Plattsburgh, County Of Clinton, New York To The Town Of Plattsburgh, New York* dated \_\_\_\_\_, 2021 (the "Petition"), identified in the County tax map as parcel 233.6-1-2.1 (the "Property"), is situated in the said City and is assessed on the tax roll of the City for the year 2020, which is the last preceding assessment roll of the City.

3. That the total assessed valuation of the Property as described in the Petition, as shown on the assessment roll of the Town for the year 2020 is \$1,000,000.

4. That the assessed valuation of all of the real property located in the City as shown on the assessment roll of the City for the year 2020 is \$1,496,537,303.

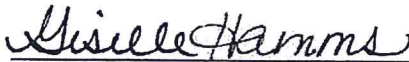
5. That the Petitioner, County of Clinton, is the owner of a majority in assessed valuation of the Property, as described in the said annexed Petition, which is now situated in the City, and which is sought to be annexed to the Town of Plattsburgh, County of Clinton, New York (the "Town")

Dated: 8-10, 2021

  
Tim Surpitski

Assessor, City of Plattsburgh

Sworn to before me this 10<sup>th</sup>  
day of August, 2021

  
Giselle Hamms

Notary Public

Giselle Hamms  
Notary Public State of New York  
#04HA16078741  
Qualified in Clinton County  
Comm Expires: 08/05/2022