



New York State Canal Corporation

www.nyscanals.gov



John L. Buono
Chairman

Michael R. Fleischer
Executive Director

Carmella R. Mantello
Director

September 10, 2007

James Kaczor
Earth Tech
100 Corporate Parkway
Suite 341
Amherst NY 14226

Re: Approved Canal Work Permit # C4W070055
Use of Canal Lands for Sediment and Water Column Sampling

Dear Mr. Kaczor:

Your Canal Work Permit has been approved this date and the original is enclosed for your records. You now have authorization to begin the work as outlined in the Permit.

Please keep this Permit in a place readily available until all work is completed. Please refer to the Special Conditions section for additional information and instruction.

When work is completed, please contact me at (716) 635-6252.

Very truly yours,

Kevin T. Kerins
Permit Engineer

Enclosure

cc: C. Mantello
R. Harris
L. Frame
D. Curtis
B. Clifford, Section 7, Albion
Tpr. E. Weinreb, State Police Buffalo

New York State Canal Corporation
CANAL WORK PERMIT

Permit No. C4W070055
 App. Fee \$25.00
 Permit Fee \$0.00
 Total Recd \$25.00
 Tn/Vil/Cty City of Lockport
 County of Niagara



Exp. Date 10-01-07
 CPM No. 198
 Cl Sta. 5934+00 to 5950+00
 Side N/A
 Parcel No. N/A
 Buoy No. N/A

Permittee **Earth Tech**
 Address **100 CORPORATE SUITE 341
 AMHERST NY 14226**

Tel No. (716) 836-4506

Under the provisions of the Canal Law, PERMISSION IS HEREBY GRANTED to the permittee to

Environmental investigation for US Army Corps of Engineers site. Earth Tech has been hired by the US Army Corps of Engineers to perform sediment and water column sampling adjacent to the former Guterl Specialty Steel Corporation FUSRAP Site.

as set forth and presented in the attached application: at the particular location or area as stated herein in accordance with any plans or maps, hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all of which form part of this permit.

CONDITIONS AND REGULATIONS:

1. Notice - IT IS ABSOLUTELY NECESSARY THAT THE PERMITTEE NOTIFY **Kevin Kerins** NYS Canal Corporation, at (637) 635-6252 , BEFORE WORK IS STARTED AND UPON COMPLETION.
2. No right, title, ownership or interest of any kind in Canal property is granted by this permit. In addition, the Canal Corporation retains the right to make changes or additions to the Conditions and Regulations of this permit; and that such additions and changes shall form a part of the Permit heretofore issued and shall be complied with immediately.
3. This permit shall not be subleased, assigned or transferred. (Any attempt to sublease, assign, transfer or convey the authority granted to perform described work as stated above will be considered an automatic revocation of this Permit.)
4. Permittee is responsible to perform the work authorized herein in compliance with any and all applicable federal, state, and local laws, ordinances, codes, rules and regulations. Permittee shall not make any alterations, excavations, modifications or improvements of any kind to the work/use authorized by this Permit without the written permission of the New York State Canal Corporation. Permittee is responsible for obtaining all required permits from federal, state and local agencies, such as the U.S. Army Corps of Engineers, NYS Department of Environmental Conservation, etc.
5. Permittee is responsible for any repairs, improvements or maintenance work of any kind on the property. The permittee shall maintain the lands, buildings and/or other structures in a neat, clean, and sanitary condition and shall be in compliance with all State and local building, zoning and health rules and regulations. The permittee shall notify the Canal Corporation immediately of any unsafe or hazardous conditions.
6. The New York State Thruway Authority and the Canal Corporation, its agents, employees and contractors, shall at all times have the right of entry upon the property defined by this Permit to perform whatever duties are deemed necessary and Permittee hereby agrees to allow representatives or agents of said Authority/Corporation to inspect the work authorized herein during reasonable business hours.
7. Insurance and fees: The Permittee agrees to provide a certificate of general liability insurance in the amount of **\$2,000,000.00** (combined property damage and/or bodily injury, including death) single limit per occurrence for the protection of the permittee, the People of the State of New York, the New York State Canal Corporation, and the New York State Thruway Authority, as additional insured. General liability insurance is to be provided by an insurance company licensed in New York State. The insurance company is required to provide thirty day written notice of cancellation to the Canal Corporation. Fees are to be made payable to the New York State Canal Corporation by check, bank cashier's check or money order.

8. It is understood by Permittee that no liability of any kind shall attach to or rest upon the Canal Corporation for any damage on account of the granting or revocation of any Permit. Permittee therefore undertakes and agrees to indemnify and save harmless the NYS Canal Corporation, the NYS Thruway Authority, its officers or employees from any and all liability, claims, demands and recoveries arising out of the negligence or use of the property by the Permittee or its representatives or agents.

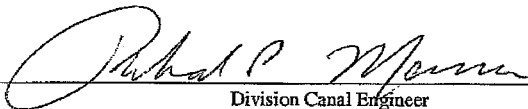
9. The Permit hereby granted will terminate **October 1, 2007** but it may be revoked by the Canal Corporation at any time if it is determined that the Permittee is not in compliance with all the provisions hereof or if it is determined that the permitted use is no longer consistent with the operational needs of the Canal Corporation, whereupon the Permittee shall promptly discontinue operations under the same. Upon revocation, it will be the Permittee's duty to remove all structures and facilities from Canal property at the Permittee's expense. If the Permittee fails to remove same in a timely manner after reasonable notice, the Canal Corporation will do so and the reimbursement of the costs thereof will be the responsibility of the Permittee. Permittee will also be liable for any legal costs incurred by the Canal Corporation in collecting such reimbursement.

10. Any continued use and occupancy of Canal lands, after the work hereunder is completed, will require a Use and Occupancy Permit or a lease agreement with the Canal Corporation.

11. If any of the provisions of this Permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.

12. The Canal Corporation reserves the right to issue more than one Permit for any one location.

13. In addition to the above listed standard conditions, this permit is also subject to the special conditions listed below as/if applicable under, "OTHER CONDITIONS," which are hereby incorporated into this document up to the notation of, "END OF OTHER CONDITIONS."

OFFICIAL SIGNATURE:  Date SEP 10 2007
Division Canal Engineer

THIS PERMIT IS NOT VALID UNTIL IT IS APPROVED AND SIGNED
BY THE DIVISION CANAL ENGINEER

OTHER CONDITIONS:

1 The permittee is advised that the sediments within the canal prism may contain contaminants of concern. The permittee shall take all appropriate actions to ensure that their activities do not spread the potential contamination within the canal or to locations outside the canal prism.

2 Copies of all test results with GPS location will be given to the NYS Canal Corp.

3 The Permittee may not close the waterway to navigation without prior notification and approval of the Coast Guard and the Canal Corporation.

END OF OTHER CONDITIONS