



CLIFTON-FINE ECONOMIC DEVELOPMENT CORPORATION

AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN

the COUNTY OF ST. LAWRENCE, NEW YORK
the ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY,
the TOWN OF CLIFTON, NEW YORK, and
the CLIFTON-FINE ECONOMIC DEVELOPMENT CORPORATION,

Regarding the former
JONES & LAUGHLIN STEEL (J&L) IRON ORE PROCESSING FACILITY
4669 State Hwy 3 & County Route 60
Star Lake, NY

WHEREAS, St. Lawrence County, the St. Lawrence County Industrial Development Agency (SLCIDA), the Town of Clifton and the Clifton-Fine Economic Development Corporation (parties) entered into an agreement dated 10/31/16 (attached) to facilitate the abatement and demolition of structures located at the former Jones & Laughlin (J&L) Iron Ore Processing Facility in Star Lake, NY, and

WHEREAS, the original agreement detailed the funding sources and budget for Phase 1 demolition activities, and the specific procedures that the parties would employ to implement the project, and

WHEREAS, Phase 1 abatement and demolition activities commenced in October 2016 and was substantially completed in August 2017, and

WHEREAS, the parties have secured funding and established a Phase 2 project that will complete the demolition and abatement of twelve structures and this amendment provides additional detail regarding sources and uses of funding for this next phase of the project, and

WHEREAS, St. Lawrence County received five bids on April 26, 2018 for Phase 2 Hazardous Waste Abatement and Building Demolition at the J&L property. SLC issued a Notice to Proceed dated June 25, 2018 to the low responsive and responsible bidder Aktor Corporation from Albany NY. SLC has also executed a contract dated 6/7/18 with Atlantic Testing Laboratories for asbestos air monitoring services that are required during demolition. The parties agree the proposed Phase 2 demolition has been agreed upon. Listed below are the Phase 2 estimated budgeted project costs and contractors that are performing these services:

\$ 1,162,000.00 Demolition of Base Bid Buildings #7, 20, 20A, 21, 22, 27, 28, 29, 38, 44 (Aktor Corp.)

\$ 183,000.00 Demolition of additional Buildings #8 and #9 (Aktor Corp.)
\$ 66,770.00 Asbestos Air Monitoring (Atlantic Testing Laboratories, LLC)
\$ 60,000.00 Preliminary Engineering, Bid Services, Construction Administration & Inspection (DANC)
\$ 9,000.00 Northern Border Regional Commission Grant Administration (DANC)
\$ 234,230.00 Contingency
\$1,715,000.00 Project Budget; and

WHEREAS, listed below are identified funding sources and grant awardees for the Phase 2 building demolition project:

\$ 500,000 - Restore New York (Town of Clifton); No. AB794
\$ 500,000 - Northern Border Regional Commission Grant (St. Lawrence County); No. NBRC17GNY03
\$ 340,000 - Empire State Development (SLCIDA); Project No. AC725/CFA #75326
\$ 300,000 - National Grid Brownfield Grant (SLCIDA); Application No. 4847
\$ 75,000 – Adirondack Smart Growth Grant (St. Lawrence County); No. DEC01-C00431GG-3350000
\$1,715,000 Total Project Funding; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND COMMITMENTS OF THE PARTIES HEREOF the parties hereby agree as follows:

1. The parties agree that the SLCIDA, through a Technical Services Agreement with DANC dated 9/29/17, will provide Project Management and grant administration services for the Phase 2 Hazard Abatement and will submit grant reimbursement requests on behalf of the parties. The parties agree that DANC will also provide Northern Border Regional Commission (NBRC) grant administration and reporting services for the St. Lawrence County NBRC grant through a Technical Services Agreement dated 1/30/18. The SLCIDA Project Management team will review project expenditures, pay all approved contract claims (**excepting the \$575,00 awarded to St. Lawrence County**), submit and receive grant reimbursement, and receive matching fund commitments from signatories of this Agreement (**excepting the \$575,00 awarded to St. Lawrence County**); and
2. The parties agree that the SLCIDA will pay all project expenses, on behalf of the project, and the parties will reimburse the SLCIDA from the grant funds they are receiving (**excepting the \$575,000 awarded to St. Lawrence County**).
3. The parties agree that all terms and conditions specified in the agreement dated October 31, 2016 shall remain in effect.