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Recent DEC Report and indemnification agreement.

1 message

Julian Raven <julianmarcusraven@gmail.com>

Mon, Jun 9, 2014 at 12:26 PM

To: David Pawlak <pawlaklaw@stny.rr.com>

Hi David,

I sent you the lawyer info from the DEC earlier.

Attached is the 2013 report conducted by the firm MACTEC. To save you the time reading through it, the paragraph which is of interest to us is on page 9 of 12. At the bottom in the number recommendations, number 3 specifically describes the area under the building at 714 Baldwin St. that they still have not been able to test. This runs in our favor I believe for these reasons which can be included in our request for a indemnification agreement with the DEC.

1. The government has spent money(taxes) from their fund doing the remediation of the other former dry cleaning site located two blocks away in 2006. They demolished the building and excavated the soil leaving a gravel parking lot. I inspected it yesterday. The above test was done in 2013 to examine the results of their remediation work. The tests are not 100% complete due to their not being able to carry out the tests inside of 714 Baldwin St. As mentioned in paragraph 3.

2. Remediation funds have been spent but the project is not complete. I can facilitate their access and full cooperation to allow them to complete the job.

3. This will give them the chance to seal the project with good results, making those responsible look like they have completed their project and done their job completely in Elmira. Case closed.

4. Looks good on the books. Good success story, good media story.

5. Is great news for the environmental health of the community.

6. Tax payer funds spent well.

7. New businesses can now flourish. In this case mine.

8. Economy encouraged by environmental success.

So all these are positive factors that should go into the request for the indemnification agreement between DEC and myself. Along with all of the other details which I have missed which you know. :)

Agreement should clearly state that full scope of the potential work that needs to be completed. Please see video:

https://www.youtube.com/watch?v=Dor538M0_G0

This shows the type of work that would need to be done in the event they find a pool of the PERC under the slab. They cut the slab, excavate the soil and then fill the hole.

Also Matt Dunham who has worked on this specific project with the DEC said they will find the perpetrators and bill them. If they cannot they use the government funds to pay for it. He essentially told me I have nothing to worry about. But he is not the lawyer and it was just his words.

So I should never have any costs or bills associated with this project, neither their exploratory work inside the building, neither their excavating work if necessary or their post monitoring or vapor evacuating. There are exhaust systems that can be installed around the building to evacuate any residual vapors that could exist. All of

these must be installed by the DEC at their expense or billed to the way back original owners.

We have until the 16th when the lawyer at from the sellers company returns.

I think we should send the purchase offer then? What do you think?

Julian



report.hw808030.2013-08-12.Diamond_RD_Field_Activities_Report.pdf

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