



New York State Department of Environmental Conservation

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ACCESS STIPULATION  
for  
PURPOSES AUTHORIZED PURSUANT TO ARTICLE 27 OF THE ENVIRONMENTAL  
CONSERVATION LAW

This access stipulation ("Agreement") made this 21st day of August, 2025 between DGM Partners - Rye Limited Partnership, hereinafter referred to as "Owner", with a mailing address at 565 Taxter Road, Suite 400, Elmsford, NY 10523, The Stop & Shop Supermarket Company LLC, hereinafter referred to as "Stop & Shop" or "Primary Tenant", with offices located at 1385 Hancock Street, Quincy, MA 02169 and DLC Management Corporation, hereinafter referred to as "Owner's Agent", with offices located at 565 Taxter Road, Suite 400, Elmsford, NY 10523, and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "DEC", with offices located at 625 Broadway, Albany, NY 12233, pursuant to the above cited law, WITNESSETH:

WHEREAS, the owner represents as follows:

- a. That the Owner owns the real property described below (the "Property"), or some right, title or interest therein, which property is described briefly as follows:

Property Tax Identification No.: 0500455000300075001

Address: 400-410 Union Boulevard

West Islip, New York 11975

Suffolk County Tax Map Designation: District 0500, Section 455.00, Block 03.00, Lot 075.001

- b. That said ownership consists of the following interest in said Property:

fee owner

title to which was acquired by the Owner at the time and in the manner following:

from W.I. Associates, by deed dated 12/18/1995 and recorded 12/28/1995 in

Uber 11755 of Deeds, page 951 (as to Parcel A) and

from the County of Suffolk, by deed dated 4/9/2001 and recorded 5/22/2001 in

Uber 12129 of Deeds, page 663, as confirmed by confirmatory deed made to

DGM Partners - Rye Limited Partnership, dated as of 2/15/2006 and recorded 2/23/2006 in Uber 12437 of Deeds, page 291 (as to Parcel B).

- c. That said property is free and clear of all leases, tenancies, easements, contracts of sale, except:

(1) lease with Stop & Shop, which subleases portions of its demised premises to:

- i. Economy Cleaners, Inc.;
  - ii. L & G Nail Station Spa, Inc.;
  - iii. New Union Wine & Liquors, LLC; and
  - iv. True North Urgent Care, LLC
- (collectively, the "Subtenants")

(Stop & Shop and the Subtenants are collectively described herein as the "Tenants").

WHEREAS, said Property will be, entered upon and occupied by DEC, its representatives, employees, agents or contractors, for the performance of work thereon for one or more of the purposes set forth in ECL Article 27 § 1313(8), and particularly for the purpose of allowing ingress and egress of vehicles being used to mobilize equipment to and from various locations on the Property (depicted on Attachment 1) for installation of the permeable reactive barrier (PRB), the sampling of groundwater and soil, and other activities related to the environmental investigation for the Dzus Fastener Co., Site #152033. As part of PRB installation, work support zones will be established along the eastern and southeastern edges of the Property (Attachment 1). PRB installation will not occur on the Property.

NOW THEREFORE, the parties hereto agree as follows:

1. The Owner will permit entry on and the non-exclusive use of the Property by DEC, its agents, employees, contractors and representatives from the date hereof until completion of the interim remedial measure (IRM) and monitoring activities. The IRM construction activities are anticipated to be completed on or prior to June 30, 2026. Long-term monitoring activities will continue until DEC deems them unnecessary. Such right of entry includes the right to:
  - i. access the Stop & Shop Plaza parking lot for the delivery of equipment and materials necessary for IRM and environmental sampling within the areas shown on Attachment 1, as well as the restoration of pavement and grass damaged by IRM and sampling activities;
  - ii. completion of routine sampling activities within the area identified as "Limit of Disturbance" and at the monitoring well locations shown on Attachment 1 and in accordance with the Site Management Plan;
  - iii. use of a drill rig on pavement and grass areas within said Limit of Disturbance to sample groundwater and soil;

- iv. patch the boreholes resulting from sampling and restore sampling areas in-kind to the Owner's and Stop & Shop's reasonable satisfaction;
  - v. establish temporary staging areas and support zones for PRB installation in the area identified as "Temporary Staging Area" on Attachment 1;
  - vi. provide adequate temporary fencing and traffic control devices to denote work and staging areas; and
  - vii. carry on any activity reasonably necessary for the completion of the environmental investigation activities of the Dzus Fastener Co., site in a manner protective of public health and the environment, together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work, in accordance with the terms of this agreement.
2. The Temporary Staging Area shall be utilized for heavy equipment not in use (an excavator and potentially a loader) and materials for construction (e.g., straw waddle, plastic sheeting, seed for restoration, jute mat for restoration, hosing and pumps needed for dewatering, temporary daily storage mixing material). The Temporary Staging Area may also include sanitary facilities such as a portable toilet.
  3. DEC will ensure that equipment is decontaminated after use at each sampling location and prior to entering or re-entering the Property. Vehicles used for the transportation of contaminated soils/sediments (if any) will be similarly decontaminated. DEC's contractors shall be required to remove all waste, excess material, trash, and refuse generated by its activities pursuant to this agreement on a daily basis. Following completion of installation of the PRB, DEC's contractors shall demobilize their heavy equipment and related supplies from the Property.
  4. The exact vehicle route across the Property to be used by DEC and its contractors shall be the "Access Road" depicted on Attachment I. Vehicles used by DEC and its contractors on the Property shall be limited to pick-up trucks and passenger vehicles.
  5. DEC's contractors will coordinate in the field with the Owner's representative and Stop & Shop's store manager to minimize any disruption of business activities and deliveries and to address issues related to high customer volume expected prior to holidays.
  6. DEC's contractors will work between the hours of 7:00 am and 5:00 pm. Unless waived in writing by Stop & Shop, DEC's contractors shall not carry out any work during any of the following time periods: (i) the holiday periods from November 21 through November 29 and December 19 through January 2 of any year; (ii) the long weekends where a Monday is a nationally recognized holiday resulting in a 3 day weekend; (iii) July 3 through July 4; and (iv) October 31.
  7. DEC's construction management and inspection contractor, EA Engineering and Geology, P.C., will have an inspector on site at all times during on-going work.

8. DEC covenants that all work to be performed hereunder will be done at no cost or expense to the Owner, Tenants, or Owner's Agent; provided, however, this does not constitute a waiver of any rights DEC may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.
9. Prior to the termination of this Agreement, DEC, at its cost and expense, will restore the Property to match existing surface conditions immediately prior to entry by DEC's contractors.
10. DEC's contractors have comprehensive general liability insurance for the activities conducted on the Property consistent with the requirements of the State contract. DEC will cooperate with Owner and/or Tenants and/or Owner's Agent in pursuing with the insurer any claim that may arise. Prior to accessing the Property, DEC will provide Owner with certificates of insurance evidencing insurance coverage for each contractor that will access the Property which names Owner, Tenants, and Owner's Agent as additional insureds.
11. DEC will indemnify the Owner, the Primary Tenant, and Owner's Agent to the extent as provided in Attachment 2, attached hereto and incorporated herein.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties.

In witness whereof, this Agreement has been executed on the day and date first above written.

DGM Partners - Rye Limited Partnership, a New York limited partnership Owner  
By: DLC Management Corporation, a New York corporation, its agent

By:   
Adam Ifshin (Aug 28, 2025 16:22:38 EDT)

Name: Adam Ifshin

Title: Chief Executive Officer & President

Date:

The Stop & Shop Supermarket Company LLC  
Primary Tenant

By:

Name:

Title:

8. DEC covenants that all work to be performed hereunder will be done at no cost or expense to the Owner, Tenants, or Owner's Agent; provided, however, this does not constitute a waiver of any rights DEC may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.
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DGM Partners - Rye Limited Partnership, a New York limited partnership Owner  
By: DLC Management Corporation, a New York corporation, its agent

By:

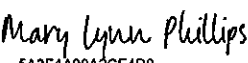
Name:

Title:

Date:

The Stop & Shop Supermarket Company LLC  
Primary Tenant

By:

Signed by:  
  
5A3E1A00A2CE4D9...

Name: Mary Lynn Phillips

Title: SVP Finance, Stop & Shop

Date:

DLC Management Corporation, a New York corporation  
Owner's Agent

By:   
Adam Ifshin (Aug 28, 2025 16:22:38 EDT)

Name: Adam Ifshin

Title: Chief Executive Officer & President

Date:

New York State Department of Environmental Conservation

9/4/2025



Date

Director of Division of Environmental Remediation

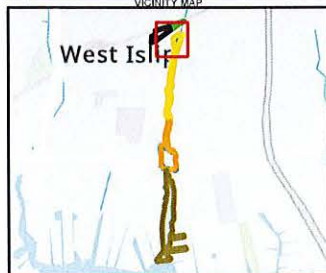
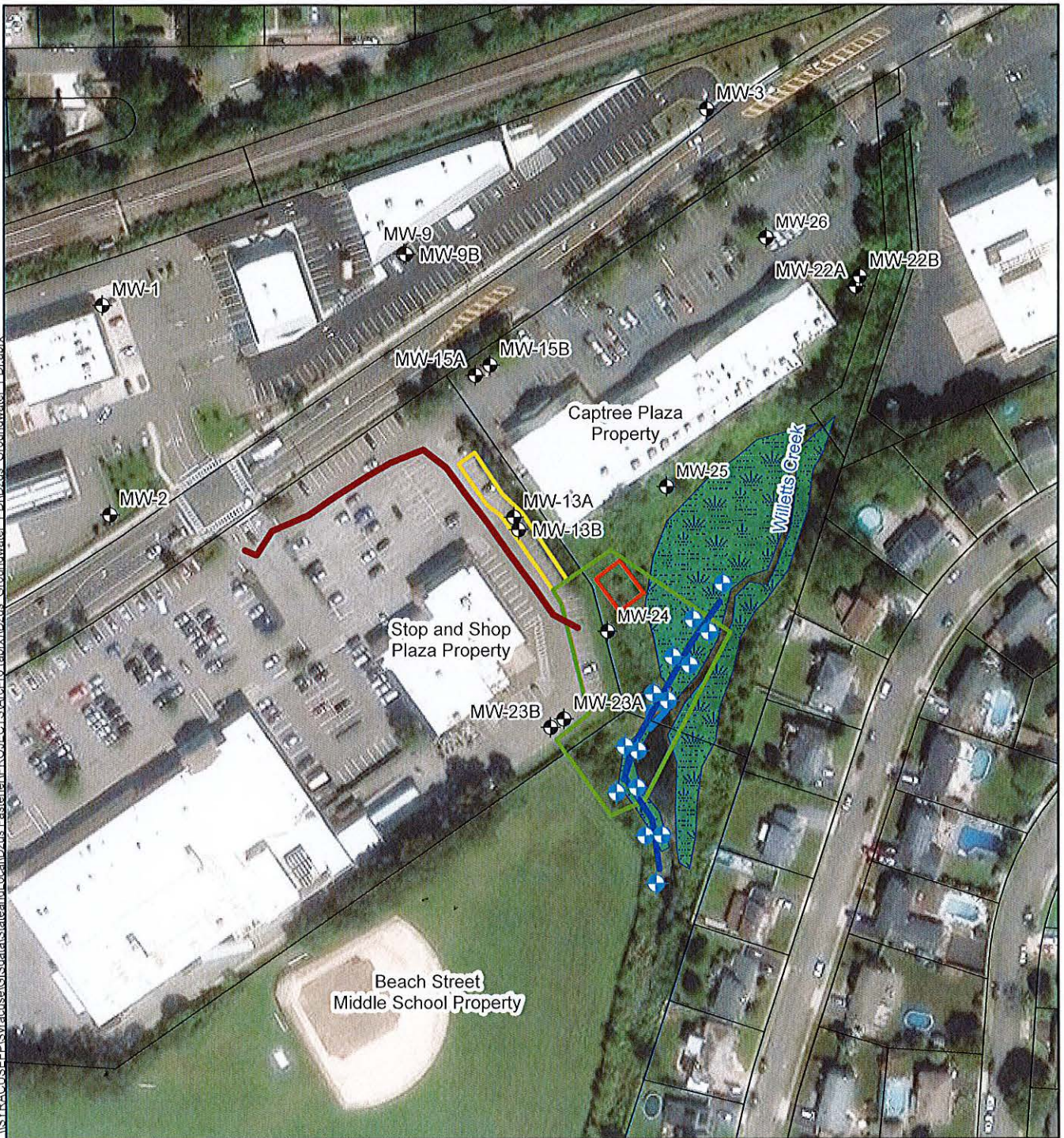
Attachments:

Attachment 1: Interim Remedial Measure – PRB Location and Orientation

Attachment 2: Agreement to Indemnify and Hold Harmless



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#### Legend

- Monitoring Well
- Proposed Monitoring Well
- Access Road
- Proposed Permeable Reactive Barrier
- Limit of Disturbance
- Staging Area
- Temporary Staging Area
- Tax Parcel Boundary
- Stormwater Outlet
- Wetland Boundary

Attachment 1  
PRB Location and Orientation  
Dzus Fastener Co., Inc.  
West Islip, New York

Map Date: 7/3/2025  
Projection: NAD 1983 State Plane New York  
Long Island FIPS 3102 (US Feet)



Department of  
Environmental  
Conservation





**ATTACHMENT 2**

**ATTACHED TO: ACCESS STIPULATION among DGM Partners - Rye Limited Partnership, The Stop & Shop Supermarket Company LLC and DLC Management Corporation, and the New York State Department Environmental Conservation for Purposes Authorized Pursuant to Article 27 of the Environmental Conservation Law, dated August 21, 2025**  
**Location: Suffolk County Tax Map: District 0500, Section 455.00, Block 03.00, Lot 075.001**  
**Address: 400-410 Union Boulevard West Islip, New York 11975**

Subject to the availability of lawful appropriations, and as provided by New York State's Court Of Claims Act and Section 17 of the New York State Public Officers Law, New York State Department of Environmental Conservation, hereinafter "DEC," hereby agrees to indemnify and hold harmless DGM Partners - Rye Limited Partnership, hereinafter "Owner", The Stop & Shop Supermarket Company LLC, hereinafter "Primary Tenant", and DLC Management Corporation, hereinafter "Owner's Agent", for any and all causes of action in law or equity, arising directly from the negligence of DEC or its



employees, to the extent attributable to said negligence, in the use and access of the Premises, for the Purposes as described in the Access Stipulation to which this Attachment is affixed.

DEC's duty to indemnify and hold harmless shall be conditioned upon delivery to the Attorney General by Owner and/or Tenant and/or Owner's Agent of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days of receipt.

DEC, for and on behalf of its employees, hereby releases Owner, Primary Tenant and Owner's Agent from any liability directly arising from the use and access of the Premises, to the extent said liability is directly attributable to the negligence of the DEC or its employees.

Owner, Primary Tenant and Owner's Agent hereby acknowledge that this indemnification, hold harmless and release agreement is given in consideration of allowing DEC to use or access the Property on the stated dates, for the stated Purpose(s), and that the consideration is fair and adequate.

# Stop & Shop - 2025 - 08-21 - Access Agreement FINAL

Final Audit Report

2025-08-28

Created:	2025-08-28
By:	Carolyn Whitsett (cwhitsett@dlcmgmt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3JK55gufXTT-naYmciugtBR2sSJy2Tn

## "Stop & Shop - 2025 - 08-21 - Access Agreement FINAL" History

-  Document created by Carolyn Whitsett (cwhitsett@dlcmgmt.com)  
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-  Document emailed to Adam Ifshin (aifshin@dlcmgmt.com) for signature  
2025-08-28 - 8:00:16 PM GMT
-  Email viewed by Adam Ifshin (aifshin@dlcmgmt.com)  
2025-08-28 - 8:22:06 PM GMT- IP address: 174.216.243.246
-  Document e-signed by Adam Ifshin (aifshin@dlcmgmt.com)  
Signature Date: 2025-08-28 - 8:22:38 PM GMT - Time Source: server- IP address: 174.216.243.246
-  Agreement completed.  
2025-08-28 - 8:22:38 PM GMT