

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of General Counsel  
625 Broadway, 14th Floor, Albany, New York 12233-1500  
P: (518) 402-9185 | F: (518) 402-9018  
www.dec.ny.gov

December 5, 2024

## SENT VIA CERTIFIED MAIL & REGULAR MAIL

Nino Prainito  
14 Bayley Associates, LLC  
1250 Central Park Avenue  
Yonkers, NY 10704

John Farrauto  
101 Lakefront Way  
Rancho Mirage, CA 92270

Thomas Perna  
AVR Realty Company, LLC  
One Executive Blvd.  
Yonkers, NY 10701

**Re: Environmental Easement Demand  
CE – Hastings Gas Works – 8 Washington Avenue  
Section 4.70, Block 52, Lot 50  
Site No. 360170**

Dear Nino Prainito, John Farrauto, and Thomas Perna:

The above referenced inactive hazardous waste site requires an Environmental Easement as an essential element of the remediation process. The Environmental Easement is an "institutional control" needed to ensure the protection of the public health and the environment into the future. It is the Department's understanding that Con Edison, the remedial party that is implementing the remedial program at the site, has contacted you on multiple occasions from October 30, 2023 through March 5, 2024 to secure an Environmental Easement. To date, you have failed to agree to execute an Environmental Easement.

Environmental Conservation Law Section 27-1318(b) states, in pertinent part, that:

***the owner of an inactive hazardous waste disposal site, ... where institutional or engineering controls are employed pursuant to [the Superfund statute], shall execute an environmental easement ...***

An Environmental Easement encourages the responsible reuse and redevelopment of a site by setting forth use restrictions, prohibitions, and/or other requirements necessary for the site to be used in a manner consistent with the cleanup performed at the property and protective of public health and the environment. The filing of an Environmental Easement for this site will complete the remedial process. Until the Environmental Easement is in place, the Department cannot consider re-classifying the site to a less restrictive classification.

In order to simplify the process for you to execute an Environmental Easement, an Environmental Easement drafted by the Department is enclosed, along with the Real Property Transfer form required by New York State. Please sign the documents and return to the Department. Upon the Department's acceptance of the Environmental Easement, the remedial party will have it filed in the Westchester County Clerk's Office.

The Department requests that you sign the enclosed Environmental Easement in the presence of a Notary Public and return the original signed documents to Cheryl Salem no later than January 17, 2024 at the below address:

Cheryl Salem  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, NY 12233-1500

The technical requirements associated with the Environmental Easement are specified in the project's Site Management Plan, which is available upon request. A summary of the responsibilities of both the owner and the remedial party is attached for your reference.

As noted above, the Environmental Conservation Law requires that an environmental easement be placed on this property to complete the remedial program. While the Department anticipates your cooperation, note that Environmental Conservation Law Section 71-2705(1) provides that a failure to comply with Environmental Conservation Law, including Section 27-1318(b) can result in penalties of up to \$37,500 per day.

Nothing contained herein constitutes a waiver of the Department's rights under any relevant State and/or federal law or a release for any party from any obligations under those same laws.

Thank you for your anticipated cooperation regarding this matter. If you wish to discuss this, I can be reached by telephone at (518) 402-9199 or by e-mail at [jennifer.andaloro@dec.ny.gov](mailto:jennifer.andaloro@dec.ny.gov).

Sincerely,

*Jennifer Andaloro*

Jennifer Andaloro

cc: S.Saucier, NYSDEC  
K. Maloney, NYSDEC  
M. Cochran, NYSDEC  
K. Klesh ([kleshk@coned.com](mailto:kleshk@coned.com))  
B. Tannen ([TannenB@coned.com](mailto:TannenB@coned.com))

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Owner, 14 Bayley Associates, LLC, having an office at 1250 Central Park Avenue, City of Yonkers, County of Westchester, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 8 Washington Ave. in the Village of Hastings-on-Hudson, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel number: Section 4.70 Block 52 Lot 50, being the same as that property conveyed to Grantor by deed dated October 29, 1999 and recorded in the Westchester County Clerk's Office in Liber and Page 12425/157. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.123 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 21, 2021 and revised October 27, 2023, prepared by Kenny L. Kennon, License No. 50171, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: CO-0-20180516-519, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Westchester County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**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.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number; and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: 360170  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:                                      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.



8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be signed in its name.

14 Bayley Associates, LLC:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Grantor's Acknowledgment**

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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 - State of New York

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: \_\_\_\_\_  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF ALBANY    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York

**SCHEDULE "A" PROPERTY DESCRIPTION**

A tract of land known as Section 4.70, Block 52, Lot 50 in the Town of Greenburgh, Village of Hastings-on-Hudson, Westchester County, New York and being more particularly described as follows:

Commencing at the intersection of the southerly line of Washington Avenue with the westerly line of Ridge Street; thence,

A. Along the southerly line of said Washington Avenue south  $83^{\circ}12'30''$  west 65.87' to the point of beginning of the herein described tract; thence,

1. Along the westerly line of Block 52, Lot 49 south  $02^{\circ}46'00''$  west 112.60' to the northerly line of said Block 52, Lot 48; thence,
2. Along said northerly line north  $87^{\circ}10'00''$  west 5.41'; thence,
3. Along said northerly line north  $82^{\circ}55'00''$  west 45.00' to the easterly line of Block 52, Lot 51; thence,
4. Along said easterly line north  $02^{\circ}46'00''$  east 100.75' to the aforementioned southerly line of Washington Avenue; thence,
5. Along said southerly line north  $83^{\circ}12'30''$  east 51.00' to the point of beginning of the herein described tract containing 5,374 square feet or 0.123 acres more or less.



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social Security number, and EIN.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Apartment building, etc.) and a date of conveyance field.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing conditions of conveyance such as fee interest, acquisition of controlling interest, etc.

Table for recording officer's use with columns for Amount received, Date received, and Transaction number.

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ..... <input checked="" type="checkbox"/> <b>Exemption claimed</b>	1.	0
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....	2.	0
3	Taxable consideration (subtract line 2 from line 1) .....	3.	0
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	4.	0
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	5.	0
6	Total tax due* (subtract line 5 from line 4) .....	6.	0

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

1	Enter amount of consideration for conveyance (from Part 1, line 1) .....	1.	0
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.	0
3	Total additional transfer tax due* (multiply line 2 by 1% (.01)) .....	3.	0

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

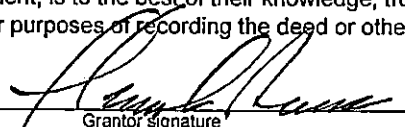
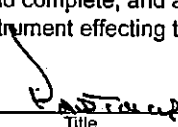
- 1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e  Other (attach detailed explanation).
- 3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	 _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



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**APPENDIX H**  
**RESPONSIBILITIES of OWNER and REMEDIAL PARTY**

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**Responsibilities**

The responsibilities for implementing the Site Management Plan (“SMP”) for the Hastings Gas Works – 8 Washington Avenue Site (the “Site”), number 360170, are divided between the Site owner(s) and a Remedial Party, as defined below. The owner(s) is/are currently listed as:

14 Bayley Associates, LLC, 1250 Central Park Avenue, Yonkers, New York 10704

**Solely for the purposes of this document and based upon the facts related to a particular site and the remedial program being carried out, the term Remedial Party (“RP”) refers to any of the following: certificate of completion holder, volunteer, applicant, responsible party, and, in the event the New York State Department of Environmental Conservation (“NYSDEC”) is carrying out remediation or site management, the NYSDEC and/or an agent acting on its behalf. The RP is Consolidated Edison Company of New York, Inc.**

Nothing on this page shall supersede the provisions of an Environmental Easement, Consent Order, Consent Decree, agreement, or other legally binding document that affects rights and obligations relating to the Site.

**Site Owner’s Responsibilities:**

- 1) The owner shall follow the provisions of the SMP as they relate to future construction and excavation at the Site.
- 2) In accordance with a periodic time frame determined by the NYSDEC, the owner shall periodically certify, in writing, that all Institutional Controls set forth in a Environmental Easement remain in place and continue to be complied with. The owner shall provide a written certification to the RP, upon the RP’s request, in order to allow the RP to include the certification in the Site’s Periodic Review Report (PRR) certification to the NYSDEC.

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- 3) The owner shall grant access to the Hastings Gas Works - 8 Washington Avenue Site to the RP and the NYSDEC and its agents for the purposes of performing activities required under the SMP and assuring compliance with the SMP.
- 4) The owner is responsible for assuring the security of the remedial components located on its property to the best of its ability. In the event that damage to the remedial components or vandalism is evident, the owner shall notify the Site's RP and the NYSDEC in accordance with the timeframes indicated in Section 1.3-Notifications.
- 5) In the event some action or inaction by the owner adversely impacts the Site, the owner must notify the site's RP and the NYSDEC in accordance with the time frame indicated in Section 1.3- Notifications and (ii) coordinate the performance of necessary corrective actions with the RP.
- 6) The owner must notify the RP and the NYSDEC of any change in ownership of the Site property (identifying the tax map numbers in any correspondence) and provide contact information for the new owner of the Site property. 6 NYCRR Part 375-1.11(d) contains notification requirements applicable to any construction or activity changes and changes in ownership. Among the notification requirements is the following: Sixty days prior written notification must be made to the NYSDEC. Notification is to be submitted to the NYSDEC Division of Environmental Remediation's Site Control Section. Notification requirements for a change in use are detailed in Section 2.4 of the SMP. A 60-Day Advance Notification Form and Instructions are found at <http://www.dec.ny.gov/chemical/76250.html>.
- 7) The owner will maintain existing hardscaping (rip rap, concrete patios/sidewalks). The owner must notify the RP if and when the hardscaping is to be disturbed or removed exposing the soil beneath it.
- 8) In accordance with the tenant notification law, within 15 days of receipt, the owner must supply a copy of any vapor intrusion data, that is produced with respect to structures and that exceeds NYSDOH or OSHA guidelines on the Site, whether produced by the NYSDEC, RP, or owner, to the tenants on the property. The owner must otherwise comply with the tenant and occupant notification provisions of Environmental Conservation Law Article 27, Title 24.

### **Remedial Party Responsibilities**

- 1) The RP must follow the SMP provisions regarding any construction and/or excavation it undertakes at the Site.

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- 2) The RP shall report to the NYSDEC all activities required for remediation, operation, maintenance, monitoring, and reporting. Such reporting includes, but is not limited to, periodic review reports and certifications, electronic data deliverables, corrective action work plans and reports, and updated SMPs.
- 3) Before accessing the Site property to undertake a specific activity, the RP shall provide the owner advance notification that shall include an explanation of the work expected to be completed. The RP shall provide to (i) the owner, upon the owner's request, (ii) the NYSDEC, and (iii) other entities, if required by the SMP, a copy of any data generated during the site visit and/or any final report produced.
- 4) If the NYSDEC determines that an update of the SMP is necessary, the RP shall update the SMP and obtain final approval from the NYSDEC. Within 5 business days after NYSDEC approval, the RP shall submit a copy of the approved SMP to the owner(s).
- 5) The RP shall notify the NYSDEC and the owner of any changes in RP ownership and/or control and of any changes in the party/entity responsible for the operation, maintenance, and monitoring of and reporting with respect to any remedial system (Engineering Controls). The RP shall provide contact information for the new party/entity. Such activity constitutes a Change of Use pursuant to 375-1.11(d) and requires 60-days prior notice to the NYSDEC. A 60-Day Advance Notification Form and Instructions are found at <http://www.dec.ny.gov/chemical/76250.html>.
- 6) The RP shall notify the NYSDEC of any damage to or modification of the systems as required under Section 1.3- Notifications of the SMP.
- 7) Prior to a change in use that impacts the remedial system or requirements and/or responsibilities for implementing the SMP, the RP shall submit to the NYSDEC for approval an amended SMP.
- 8) Any change in use, change in ownership, change in site classification (*e.g.*, delisting), reduction or expansion of remediation, and other significant changes related to the Site may result in a change in responsibilities and, therefore, necessitate an update to the SMP and/or updated legal documents. The RP shall contact the Department to discuss the need to update such documents.

Change in RP ownership and/or control and/or site ownership does not affect the RP's obligations with respect to the Site unless a legally binding document executed by the NYSDEC releases the RP of its obligations.

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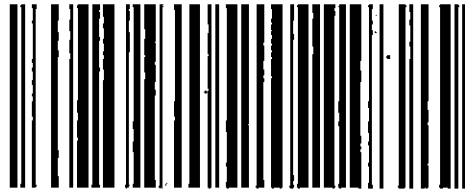
Future Site owners and RPs of the Hastings Gas Works - 8 Washington Avenue Site and their successors and assigns are required to carry out the activities set forth above.

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Ship Item On: **12/5/2024**

Sender: **GENERAL COUNSEL  
NYSDEC 12207 NY**

Sender Instructions: **Attach form to item & forward to Mailing/Shipping area**



**RTS20275**

Account 1: **1500 - LEGAL/GENERAL COUNSEL**

Send To: **nino prainito  
14 bayley associates llc  
1250 central park avenue  
YONKERS NY 10704**

Class of Service: **USPS First Class**

Shipper Instructions: **Place item on scale and scan barcode to print Shipping Label**

# REQUEST TO SEND

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Sender: **GENERAL COUNSEL  
NYSDEC 12207 NY**

Sender Instructions: **Attach form to item & forward to Mailing/Shipping area**



**RTS20274**

Account 1: **1500 - LEGAL/GENERAL COUNSEL**

Send To: **John Ferrauto  
101 lakefront Way  
RANCHO MIRAGE CA 92270**

Class of Service: **USPS First Class**

Shipper Instructions: **Place item on scale and scan barcode to print Shipping Label**

# REQUEST TO SEND

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NYSDEC 12207 NY**

Sender Instructions: **Attach form to item & forward to Mailing/Shipping area**



**RTS20273**

Account 1: **1500 - LEGAL/GENERAL COUNSEL**

Send To: **Thomas perna  
AVR Realty Company LLC  
one executive boulevard  
YONKERS NY 10701**

Class of Service: **USPS First Class**

Shipper Instructions: **Place item on scale and scan barcode to print Shipping Label**



**From:** [auto-reply@usps.com](mailto:auto-reply@usps.com)  
**To:** [Salem, Cheryl A \(DEC\)](#)  
**Subject:** USPS® Item Delivered, Front Desk/Reception/Mail Room 92148901178572000000046785  
**Date:** Monday, December 9, 2024 3:15:41 PM

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Tracking Number:

[\*\*92148901178572000000046785\*\*](#)

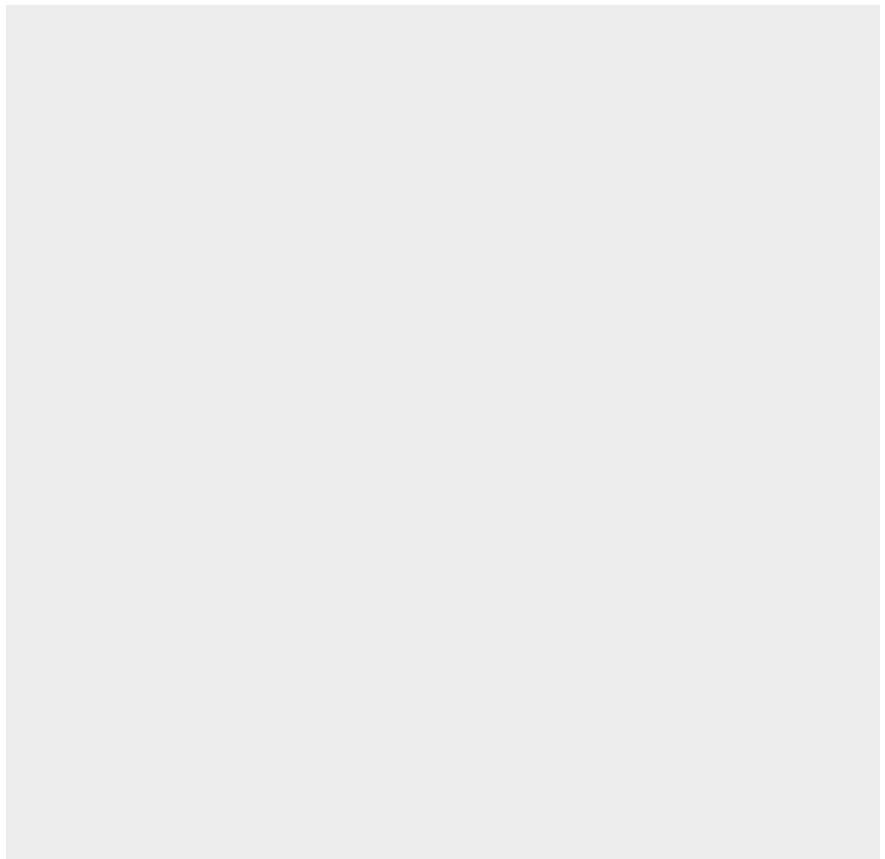
Package Shipped from: **NYS DEPT OF ENVIRONMENTAL CONSERVATION**

**Delivered, Front Desk/Reception/Mail Room**



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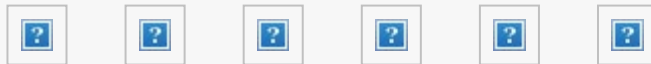


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**To:** [Salem, Cheryl A \(DEC\)](#)  
**Subject:** USPS® Item Delivered, Left with Individual 92148901178572000000046792  
**Date:** Tuesday, December 10, 2024 12:09:06 PM

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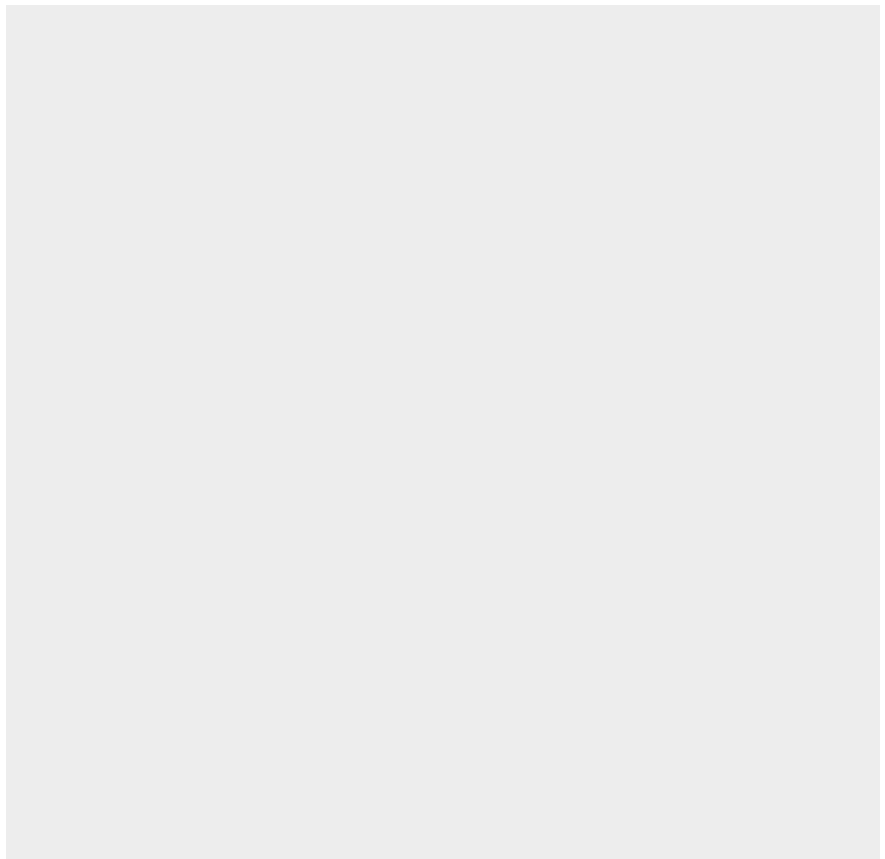
Package Shipped from: **NYS DEPT OF ENVIRONMENTAL CONSERVATION**

**Delivered, Left with Individual**



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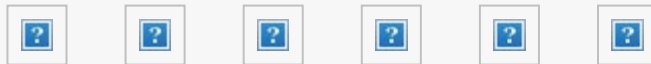


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**To:** [Salem, Cheryl A \(DEC\)](#)  
**Subject:** USPS® Item Delivered, Left with Individual 9214890117857200138374  
**Date:** Friday, December 13, 2024 5:07:42 PM

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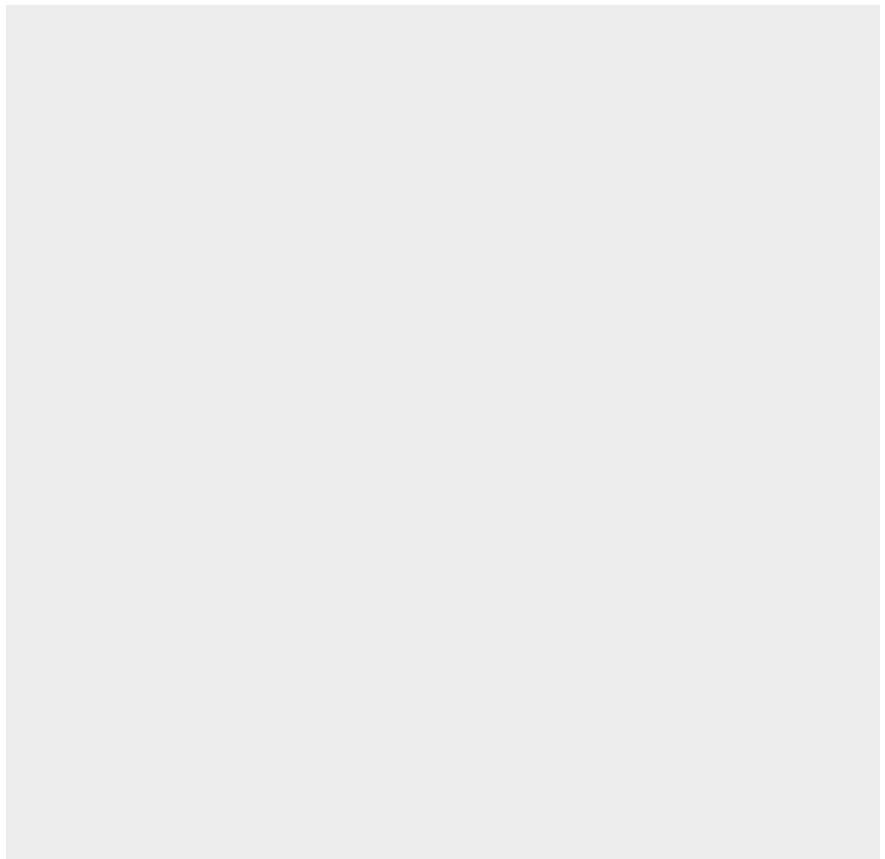
Package Shipped from: **NYS DEPT OF ENVIRONMENTAL CONSERVATION**

**Delivered, Left with Individual**



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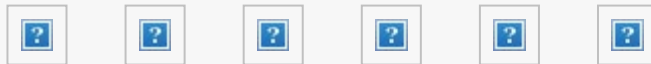


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