

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

THIS INDENTURE made this 20th day of August, 2015, between Owner, Orange & Rockland Utilities, Inc., having an office at 1 Blue Hill Plaza, Pearl River, County of Rockland, 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 144 Maple Avenue in the Village of Haverstraw, County of Rockland and State of New York, known and designated on the tax map of the County Clerk of Rockland as tax map parcel number: Section 27.62 Block 1 Lot 9, being the same as that property conveyed to Grantor by deed dated December 31, 1952 and recorded in the Rockland County Clerk's Office in Liber and Page 553/75. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.144 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 28, 2020 prepared by Jason R. Graf, 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: D3-0001-99-01, 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 Rockland 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

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.

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SCHEDULE "A" PROPERTY DESCRIPTION

Easement Description:

All that certain lot being and lying in the Village and Town of Haverstraw, County of Rockland, State of New York, being more particularly described as follows:

Beginning at a point in the easterly line of Clove Avenue, said point being 370 feet plus or minus southerly from the intersection of the easterly line of Clove Avenue and the southerly line of Tor Avenue as measured along said easterly line of Clove Avenue and running thence;

North 46 degrees 05 minutes 38 seconds East 199.30 feet, to the westerly line of Maple Avenue (said distance being recorded as 200 feet in Deed Liber 553 Page 75);

Thence along the westerly line of Maple Avenue, South 43 degrees 54 minutes 22 seconds East 250.00 feet;

Thence South 46 degrees 05 minutes 38 seconds West for 199.30 feet to the easterly line of Clove Avenue to an iron pipe (said distance being recorded as 200 feet in Deed Liber 553 Page 75);

Thence along the easterly line of Clove Avenue, North 43 degrees 54 minutes 22 seconds West 250.00 feet, to a point being the place of beginning.

Containing within said bounds 1.144 acres.



Benjamin E. Tannen
Associate Counsel
Law Department

September 16, 2025

Honorable Michael Kohut
Mayor of the Village of Haverstraw
Municipal Building
40 New Main Street
Haverstraw, New York 10927

Re: Environmental Easement – 144 Maple Avenue

Dear Mayor Kohut:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation (“Department”) on September 8, 2025, by Orange and Rockland Utilities, Inc., for property that is located at 144 Maple Avenue, Haverstraw, New York 10927, designated as Section 27.62, Block 1, Lot 9 on the Tax Map for the Village of Haverstraw. This property is designated by the Department as Operable Unit (“OU”) 1 of DEC Site No. 344049.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial, and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Approval by the New York State Department of Health or Rockland County Department of Health is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government’s review of the application. The affected local

Honorable Michael Kohut
September 16, 2025
Page 2

government shall not approve the application until it receives approval from the Department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Benjamin Tannen
Attorney for Orange and Rockland Utilities, Inc.

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Delivered, Left with Individual

HAVERSTRAW, NY 10927

September 18, 2025, 9:57 am

Arrived at USPS Regional Facility

WHITE PLAINS NY DISTRIBUTION CENTER

September 17, 2025, 9:40 am

Arrived at USPS Regional Facility

NEW YORK NY DISTRIBUTION CENTER

September 16, 2025, 7:56 pm

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Honorable Michael Kohut
Mayor of the Village of Haverstraw
Municipal Building, 40 New Main Street
Haverstraw, New York 10927

Street _____
City, _____



Benjamin Tannen
Associate Counsel
Law Department

By Federal Express and Electronic Mail

October 8, 2025

Cheryl A. Salem
Legal Assistant II, Remediation Bureau
New York State Department of Environmental Conservation
Office of the General Counsel
625 Broadway, 14th Floor
Albany, NY 12233-1500

Re: Environmental Easement Recordation Confirmation for the Clove and Maple MGP Site
Operable Unit (“OU”) 1, Site Id. No. 344049

Dear Ms. Salem:

On behalf of Orange and Rockland Utilities, Inc., the remedial party, please find enclosed copies of the following for the Clove and Maple MGP Site OU-1:

- Recorded environmental easement for the property located at 144 Maple Avenue, Haverstraw, New York 10927 (Tax Map Section 27.62, Block 1, Lot 9). In accordance with the New York State Department of Environmental Conservation’s August 25, 2025 letter, the County Clerk’s Recording Page includes the date and location of recordation.
- Copy of the Notice of Environmental Easement sent to the Village of Haverstraw.
- Copy of the U.S. Postal Service Tracking Record confirming that the Notice of Environmental Easement was delivered on September 18, 2025. I also affirm that I sent this Notice to the Village of Haverstraw. (While we have not received the Return Receipt to date, I am attaching a copy of the Certified Mail Receipt which includes the Village of Haverstraw’s address and the same tracking number found in the Tracking Record, as additional evidence that the municipal notice was delivered).

If you have any questions or require anything else, please contact me at tannenb@coned.com or 212-460-8418.

Cheryl Salem
October 8, 2025
Page 2

Sincerely,



Benjamin Tannen
Associate Counsel

cc: Brian Rashkow, Esq. (NYSDEC) (by email only)

Enclosures