

BARCLAY DAMON<sup>LLP</sup>

Courtney M. Merriman  
Partner

February 24, 2023

Bureau of Remediation  
Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, NY 12233-1500

Re: Gloversville MGP - Environmental Easement  
Address: 7 Broadway, City of Gloversville, NY  
(Tax Map #149.006-16-01)  
Owner: Taylor Made Group, LLC  
Site No.: V00476

Dear Ladies and Gentlemen:

Enclosed please find the following documentation pertaining to the above-referenced matter:

1. Photocopy of the filing receipt from the Fulton County Clerk for the filing of the Environmental Easement;
2. Proof of mailing of the municipality notification letter to the Mayor of the City of Gloversville;
3. Proof of mailing of the municipality notification letter to the Division of Buildings of the City of Gloversville.

I trust this satisfies the final requirements related to the Environmental Easement for this parcel. Should you require any further information, please do not hesitate to contact me.

Very truly yours,

  
Courtney M. Merriman

CMM:jml  
Enclosures

cc: Jennifer Andaloro, Esq., (with copy of attachments) (via e-mail)  
R. Scott Deyette, Chief, Inspection Unit (with copy of attachments) (via e-mail)



FULTON COUNTY – STATE OF NEW YORK  
LEISA M. D'AMORE, COUNTY CLERK  
223 West Main Street, Johnstown, NY 12095

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2023-79132

Receipt#: 2023489562

Clerk: FC

Rec Date: 01/18/2023 12:23:14 PM

Doc Grp: RP

Descrip: EASEMENT

Num Pgs: 10

Rec'd Frm: STEWART TITLE

Party1: TAYLOR MADE GROUP L L C

Party2: PEOPLE OF THE STATE OF NEW YORK

Town: GLOVERSVILLE

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax  
Transfer Tax 0.00

Sub Total: 0.00

Total: 95.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 1117  
Exempt  
Consideration: 0.00

Total: 0.00

Record and Return To:

BARCLAY DAMON, LLP  
ENV.

This sheet constitutes the Clerk endorsement required by  
section 316A (5) for the Real Property Law of the State of  
New York

Leisa M. D'Amore  
Fulton County Clerk

\*\*\*THIS IS NOT AN INVOICE\*\*\*

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

THIS INDENTURE made this 15th day of December, 2022<sup>effective</sup> between Owner(s) Taylor Made Group, LLC, a Delaware limited liability company with an office at 93 South Boulevard, Gloversville, New York 12078, County of Fulton, 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 7 Broadway Street in the City of Gloversville, County of Fulton and State of New York, known and designated on the tax map of the County Clerk of Fulton as tax map parcel number: Section 149.006 Block 16 Lot 1, being the same as that property conveyed to Grantor by deed dated September 29, 2017 and recorded in the Fulton County Clerk's Office in Instrument No. 2017-46532. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.1837 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 2, 2017 and last revised February 12, 2018 prepared by Michael I. Groff, L.L.S. of C.T. Male Associates, 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 and Administrative Settlement Index # CO-7-20180629-27, 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:

**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 Fulton 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 or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), 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. Grantee hereby acknowledges that the Grantor has entered into an agreement with Niagara Mohawk Power Corporation, d/b/a National Grid, whereby Niagara Mohawk Power Corporation, d/b/a National Grid has agreed to assume certain responsibilities under the SMP. These responsibilities will be distinguished in the SMP and may be modified in accordance with the Department's statutory and regulatory authority. Notwithstanding the foregoing, Grantor shall remain responsible for complying with the obligations herein and in the SMP.

E. 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.

F. 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.

G. 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.

H. 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, but not limited to:

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, to the extent a Certificate of Completion with respect to the Controlled Property has been issued, the Grantee may revoke it.

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: 518026  
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

And a copy to:      Albany, NY 12233  
Niagara Mohawk Power Corporation



d/b/a National Grid  
300 Erie Boulevard West  
Syracuse, NY 13202

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. In the event and/or 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.

TAYLOR MADE GROUP, LLC:

By: Erick Click

Print Name: Erick Click

Title: VP EHS Date: 07.11.22

**Grantor's Acknowledgment**

STATE OF INDIANA )

COUNTY OF Elkhart ) ss:

On the 11 day of July, in the year 2022, before me, the undersigned, personally appeared Erick Click, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

G. A. Williams  
Notary Public - State of Indiana

GRANT ANDREW WILLIAMS  
Notary Public - Seal  
Elkhart County - State of Indiana  
Commission Number NP0640710  
My Commission Expires Dec 21, 2028



**SCHEDULE "A" PROPERTY DESCRIPTION**

**DESCRIPTION  
ENVIRONMENTAL EASEMENT  
LANDS NOW OR FORMERLY OF  
TAYLOR MADE GROUP, LLC  
CITY OF GLOVERSVILLE, COUNTY OF FULTON, STATE OF NEW YORK  
AREA = 8,000± SQUARE FEET OF LAND**

All that certain tract, piece or parcel of land situate in the City of Gloversville, County of Fulton, State of New York, lying Easterly of Broadway and generally South of Washington Street, and being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly road boundary of Broadway at its point of intersection with the division line between the lands now or formerly of Taylor Made Group, LLC as described in Instrument No. 2017-46532 on the North and the lands now or formerly of The Family Counseling Center of Fulton County, Inc. as described in Book 705 of Deeds at Page 46 on the South and runs thence from said point of beginning along the Easterly street boundary of Broadway (variable right-of-way) North 01 deg. 48 min. 42 sec. East 100.00 feet to a point; thence through the said lands now or formerly of Taylor Made Group, LLC South 87 deg. 54 min. 03 sec. East 80.00 feet to a point on the common division line between the said lands now or formerly of Taylor Made Group, LLC on the West and the lands now or formerly of The Gloversville Aerie No. 482 Fraternal Order of Eagles as described in Book 508 of Deeds at Page 427 and the said lands now or formerly of The Family Counseling Center of Fulton County, Inc. on the East; thence South 01 deg. 48 min. 42 sec. West along the last mentioned common division line 100.00 feet to its point of intersection with the above first mentioned division line; thence along said above first mentioned division line North 87 deg. 54 min. 03 sec. West 80.00 feet to the point or place of beginning and containing 8,000± square feet of land.

Record & Return to: Barclay Damon LLP  
Barclay Damon Tower  
125 East Jefferson Street  
Syracuse, NY 13202

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☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

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Postage

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Total Postage and Fees

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Sent To

HONORABLE VINCENT DESANTIS

Street and Apt. No., or PO Box No.

CITY OF GLOVERSVILLE, CITY HALL

City, State, ZIP+4®

GLOVERSVILLE NY 12078

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HONORABLE VINCENT DESANTIS  
 CITY OF GLOVERSVILLE  
 CITY HALL  
 3 FRONTAGE ROAD  
 GLOVERSVILLE NY 12078



9590 9402 7615 2122 2948 96

2. Article Number (Transfer from service label)

7022 2410 0002 5141 6344

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Registered Mail™  
☒ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery  
☐ Priority Mail Express®  
☐ Registered Mail™  
☒ Registered Mail Restricted Delivery  
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☐ Signature Confirmation Restricted Delivery  
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Registered Mail Restricted Delivery  
 or \$500

Domestic Return Receipt

**BARCLAY DAMON<sup>LLP</sup>**

Courtney M. Merriman  
Partner

February 9, 2023

**VIA CERTIFIED MAIL**

Honorable Vincent DeSantis  
City of Gloversville  
City Hall  
3 Frontage Road  
Gloversville, NY 12078

Re: Gloversville MGP - Environmental Easement  
Address: 7 Broadway, City of Gloversville, NY  
(Tax Parcel #149.006-16-01)  
Owner: Taylor Made Group, LLC  
Site No.: V00476

Dear Mayor DeSantis:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on December 15, 2022,  
by Taylor Made Group, LLC  
for property at 7 Broadway, City of Gloversville, New York  
Tax Map No. 149.006-16-01  
DEC Site No: V00476

This Environmental Easement restricts future use of the above-referenced property to restricted commercial and industrial use. 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. Department approval is also required prior to any groundwater use.

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

February 9, 2023

Page 2

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 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,



Courtney M. Merriman

CMM/jml  
Attachment

cc: David Fox, Division of Buildings (w/attachment)

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☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

Sent To DAVID FOX, DIVISION OF BUILDINGS

Street and Apt. No., or P.O. Box No.

CITY OF GLOVERSVILLE, CITY HALL

City, State, ZIP+4®  
GLOVERSVILLE, NY 12078

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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DIVISION OF BUILDINGS  
CITY OF GLOVERSVILLE  
CITY HALL  
3 FRONTAGE ROAD  
GLOVERSVILLE NY 12078



9590 9402 7615 2122 2949 02

2. Article Number (Transfer from service label)

7022 2410 0002 5141 6337

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X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®  
☐ Registered Mail™  
☒ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Mail  
Restricted Delivery  
(0)

PS Form 3811, July 2020 PSN 7530-02-000-9053

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BARCLAY DAMON<sup>LLP</sup>

Courtney M. Merriman  
Partner

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

February 9, 2023

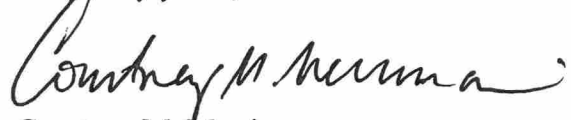
Page 2

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Courtney M. Merriman

CMM/jml  
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