



**Department of
Environmental
Conservation**

KATHY HOCHUL
Governor

SEAN MAHAR
Interim Commissioner

VIA FEDERAL EXPRESS

February 3, 2025

Young K. Shin
9628 Brewerton Rd.
Brewerton, NY 13029

RE: Environmental Easement Package
Site Name: Brewerton Jack's Drycleaners
Site No.: 734112

Dear Mr. Shin,

Brewerton Jack's Drycleaners is a New York State Department of Environmental Conservation-
led Superfund site that requires an environmental easement. Enclosed please find an Environmental
Easement for your review and signature. An environmental easement is necessary for the Department to
implement the remedy required for this site.

Please return to my attention the signed and notarized environmental easement at:

Cheryl Salem
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
14th Floor
Albany, NY 12233

If you have any further questions or concerns relating to this matter, please contact our office
at (518) 402-8599.

Sincerely,

Cheryl A. Salem
Legal Assistant II
Remediation Bureau
Cheryl.salem@dec.ny.gov

cc: B. Rashkow, NYSDEC
S. Fitzgerald, NYSDEC



**Department of
Environmental
Conservation**

KATHY HOCHUL
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SEAN MAHAR
Interim Commissioner

VIA FEDERAL EXPRESS

February 3, 2025

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7 Sharyl Drive
Central Square, NY 13036

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Conservation**

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Interim Commissioner

VIA USPS CERTIFIED AND RETURN RECEIPT

February 3, 2025

Young K. Shin
P.O. Box 18
Brewerton, NY 13029

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Site No.: 734112

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Legal Assistant II
Remediation Bureau
Cheryl.salem@dec.ny.gov

ec: B. Rashkow, NYSDEC
S. Fitzgerald, NYSDEC

REQUEST TO SEND

Ship Item On: **2/3/2025**

Sender: **GENERAL COUNSEL
NYSDEC 12207 NY**

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



RTS20519

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

Send To: **young kyu shin
YOUNG KYU SHIN
PO BOX 18
BREWERTON NY 13029-0018**

Class of Service: **USPS First Class**

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

(518) 402-8599

ORIGIN ID: ALBA
CHERYL SALEM,
NYSDCC CO
625 BROADWAY
14TH FLOOR - 06C
ALBANY, NY 12233
UNITED STATES US

SHIP DATE: 03FEB25
ACTWTG: 1.00 LB
CAD: 25595370/INNET4535

BILL SENDER

TO YOUNG KYU SHIN

7 SHARYL DRIVE

CENTRAL SQUARE NY 13036

REF: BREWERTON JACKS CLEANERS

INV: PO: 734112

DEPT: 1500

58CJ2/E49C/C6C4



J251024121701uv

TRK# 7718 3651 5788

TUE - 04 FEB 5:00P
STANDARD OVERNIGHT

XP SYRA

NY-US SYR

13036



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

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ORIGIN ID: ALBA (518) 402-8539
CHERYL SALEM
NYSDEC CO.
623 BROADWAY
14TH FLOOR - OGC
ALBANY, NY 12233
UNITED STATES US

SHIP DATE: 03FEB25
ACTWTG: 1.00 LB
CAD: 255955370/MET4535
BILL SENDER

9628 BREWERTON ROAD

BREWERTON NY 13029

(315) 668-5092
INV: REF: BREWERTON JACKS CLEANERS
PO: 734112 DEPT: 1500



J251024121701uv

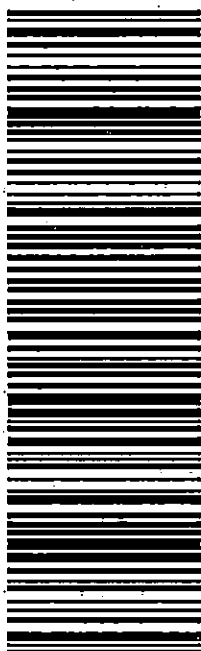
TRK# 7718 3646 8929

TUE - 04 FEB 8:00P
STANDARD OVERNIGHT

XP SYRA

NY-US SYR

RES 13029



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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(s) Young Kyu Shin, having an office at 7 Sharyl Drive, Central Square, County of Onondaga, 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 9628 Brewerton Road in the Town of Cicero, County of Onondaga and State of New York, known and designated on the tax map of the County Clerk of Onondaga as tax map parcel numbers: Section 111. Block 04 Lot 03.3, being the same as that property conveyed to Grantor by deed dated November 27, 1991 and recorded in the Onondaga County Clerk's Office in Liber and Page 3758 and 338. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.16 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 29, 2022 prepared by David J. Uhrinec, 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, 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 Onondaga 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. 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: 734112
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.

Young Kyu Shin:

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

Easement Area Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cicero, County of Onondaga and State of New York, being a part of Farm Lot 10 and a part of Block No. 46 in the Village of Brewerton according to a map of said Village made by Orson W. Jerome, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection with the division line between the lands now or formerly of Young Kyu Shin as described in Book 3758 of Deeds at Page 338 on the south and the lands now or formerly of Robert J. Fleming, Jr. as described in Book 4340 of Deeds at Page 198 on the north with the easterly line of U.S. Route 11 / Brewerton Road, said point being located South 03 deg. 45 min. 00 sec. West, along said easterly line of U.S. Route 11 / Brewerton Road, 404.50 feet from its intersection with the south line of East Washington Street;

Thence South 83 deg. 06 min. 00 sec. East, along said division line, 136.14 feet to its intersection with the division line between the said lands of Young Kyu Shin on the west and the said lands of Robert J. Fleming, Jr. on the east;

Thence South 04 deg. 02 min. 00 sec. West, along said division, 46.96 feet to its intersection with the division line between the said lands of Young Kyu Shin on the north and the lands now or formerly of Teresa Ton, d/b/a Wild Flower Spa as described in Book 5216 of Deeds at Page 765 on the north;

Thence North 86 deg. 11 min. 00 sec. West, along said division line, 135.70 feet to its intersection with the easterly line of U.S. Route 11 / Brewerton Road;

Thence North 03 deg. 45 min. 00 sec. East, along the easterly line of U.S. Route 11 / Brewerton Road, 54.28 feet to the point or place of beginning. Containing 6,870 square feet or 0.16 acres of land more or less.