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FEB 8 2017  
OFFICE OF  
GENERAL COUNSEL

**Lewis S. Streeter**  
Senior Project Manager

GE  
Global Remediation - EHS  
319 Great Oaks Blvd.  
Albany, NY 12203

T 518 862 2712  
F 518 862 2731  
Lewis.streeter@ge.com

February 6, 2017

Andrew Guglielmi, Esq.  
Office of General Counsel  
NYSDEC  
625 Broadway, 14<sup>th</sup> Floor  
Albany, NY 12233-1500

**Re: Environmental Easement**

**Owner: General Electric Company**

**Site Name: GE Buffalo Service Shop**

**Easement Location: 175 Milens Road, Tonawanda, County of Erie, New York**

**Tax Map No: 52.16-2-4**

**Site ID No: 915244**

**EPA ID No: NYD067539940**

Dear Mr. Guglielmi:

Attached please find a copy of the environmental easement recorded on January 25, 2017 in the Office of the Erie County Clerk, by General Electric Company, for property at 175 Milens Road, Town of Tonawanda, County of Erie Tax Map No. 52.16-2-4, Site ID No: 915244.

Please also find a certified copy of the municipal notice with return receipts dated January 30, 2017.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

Lewis Streeter  
Senior Project Manager

Enclosure

cc: Bradford Burns, Esq., NYSDEC



**Lewis S. Streeter**  
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January 26, 2017

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Joseph H. Emminger, Town Supervisor  
Town of Tonawanda  
2919 Delaware Avenue  
11<sup>th</sup> Floor  
Kenmore, New York 14217

Mark C. Poloncarz, Erie County Executive  
Erie County Executive's Office  
Edward A. Rath County Office Building  
95 Franklin Street, 16th Floor  
Buffalo, New York 14202

**Re: *Environmental Easement***

**Owner: *General Electric Company***

**Site Name: *GE Buffalo Service Shop***

**Easement Location: *175 Milens Road, Tonawanda, County of Erie, New York***

**Tax Map No: *52.16-2-4***

**Site ID No: *915244***

**EPA ID No: *NYD067539940***

Dear Supervisor Emminger and County Executive Poloncarz:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on January 6, 2017 (recorded on January 25, 2017 in the Office of the Erie County Clerk), by General Electric Company, for property at 175 Milens Road, Town of Tonawanda, County of Erie Tax Map No. 52.16-2-4, Site ID No: 915244.

This Environmental Easement restricts future use of the above referenced property to commercial and industrial purposes as defined in 6 NYCRR 375-1.8(g)(2)(iii) and (iv). Any on-site activity must be done in accordance with the Environmental Easement and the Interim 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:

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.

Sincerely,



Lewis Streeter  
Senior Project Manager

Enclosure

cc: NYSDEC



County Clerk's Recording Page

Return to:

**ELECTRONICALLY  
RECORDED  
ORIGINAL**

Book Type: D Book: 11308 Page: 4970

Page Count: 10

Doc Type: EASEMENT/RTWY

Rec Date: 01/25/2017

Rec Time: 03:37:45 PM

Control #: 2017018631

UserID: ERECORD

Trans #: 17015836

Document Sequence Number

TT2016013543

Party 1:  
GENERAL ELECTRIC COMPANY

Party 2:  
PEOPLE OF THE STATE OF NEW YORK  
(THE)

Recording Fees:

Consideration Amount: 0.00

RECORDING	\$70.00
COE CO S1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
MARKOFF FEE	\$0.50

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$0.00
ROAD FUND TT	\$0.00

**Total: \$90.50**

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Peggy A. Lagree  
Acting County Clerk

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

**THIS INDENTURE** made this 6<sup>th</sup> day of JANUARY, 2017, between Owner(s) General Electric Company, having an office at 1 River Road, Schenectady, New York 12345, County of Schenectady, 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 175 Milens Road in the Town of Tonawanda, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 52.16 Block 2 Lot 4, being the same as that property conveyed to Grantor by deed dated May 16, 1968 and recorded in the Erie County Clerk's Office in Liber and Page 7463/297. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.83 +/- acres, and is hereinafter more fully described in the Land Title Survey dated August, 2016 prepared by Michael D. Rozeski, L.L.S., 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 Corrective Action Permit Number: 9-1464-00044/00001, 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:

**Industrial Use 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 Erie 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, Restricted Residential or Commercial uses as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), 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





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.

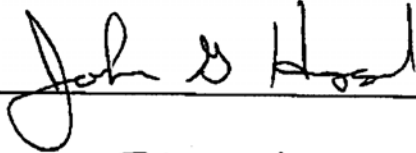
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is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

**Remainder of Page Intentionally Left Blank**

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

General Electric Company:

By: 

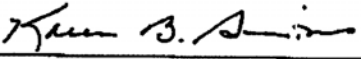
Print Name: John G. Haggard

Title: Leader, Date: 11/30/16  
Global Remediation

**Grantor's Acknowledgment**

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

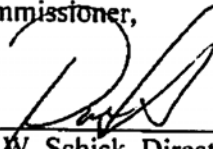
On the 30<sup>TH</sup> day of November, in the year 2016, before me, the undersigned, personally appeared John G. Haggard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me 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

**Karen B. Simons**  
**Notary Public, State of New York**  
**No. 02SI5023804**  
**Qualified in Albany County**  
**Commission Expires Sept. 28, 2018**

**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,**

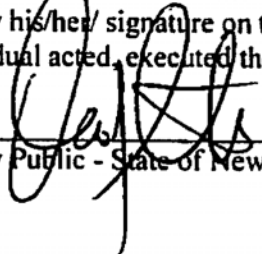
By:

  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 6<sup>th</sup> day of JANUARY, in the year 2017 before me, the undersigned, personally appeared Robert W. Schick, 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

**David J. Chiusano**  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2018

**SCHEDULE "A" PROPERTY DESCRIPTION**

**DEC ENVIRONMENTAL EASEMENT DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF TONAWANDA, COUNTY OF ERIE, AND STATE OF NEW YORK, BEING PART OF LOT NUMBER 45, TOWNSHIP 12, AND RANGE 8 OF THE HOLLAND LAND COMPANY'S SURVEY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION BETWEEN THE POINT OF INTERSECTION BETWEEN THE LANDS OF GENERAL ELECTRIC COMPANY ON THE NORTH AND THE LANDS OF GFD LLC. ON THE SOUTH, WITH THE EAST RIGHT OF WAY OF MIL-ENS ROAD ON THE WEST; THENCE N01°44'16"W A DISTANCE OF 550.00' TO THE POINT OF INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY OF MIL-ENS ROAD WITH THE SOUTH RIGHT OF WAY OF THE E.G.H. YOUNGMANN EXPRESSWAY ON THE NORTH; THENCE N83°29'41"E A DISTANCE OF 395.55' TO THE POINT OF INTERSECTION BETWEEN THE LANDS OF GENERAL ELECTRIC COMPANY ON THE SOUTH AND THE LANDS OF LAMAR ADVERTISING PENN. ON THE NORTH; THENCE S89°52'49"E A DISTANCE OF 529.85' TO THE POINT OF INTERSECTION BETWEEN THE AFOREMENTIONED BOUNDARY DIVISION LINE AND THE BOUNDARY DIVISION LINE BETWEEN THE LANDS OF GENERAL ELECTRIC COMPANY ON THE WEST AND THE LANDS OF THE NIAGARA MOHAWK POWER CORPORATION ON THE EAST; THENCE S09°21'56"W A DISTANCE OF 101.32' TO THE POINT OF INTERSECTION BETWEEN THE AFOREMENTIONED BOUNDARY DIVISION LINE, AND THE BOUNDARY DIVISION LINE BETWEEN THE LANDS OF GENERAL ELECTRIC COMPANY ON THE NORTH AND THE LANDS OF GFD LLC. ON THE SOUTH; THENCE N89°52'49"W A DISTANCE OF 554.47' TO AN ANGLE POINT LOCATED THEREON; THENCE S01°43'49"E A DISTANCE OF 484.30' TO AN ANGLE POINT LOCATED THEREON; THENCE S88°16'11"W A DISTANCE OF 350.00' TO THE POINT OF BEGINNING. CONTAINING 5.83 ACRES OF LAND, MORE OR LESS.

UNITED STATES POSTAL SERVICE

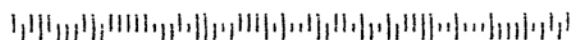
BUENOS AIRES  
NY 140  
30 JAN '17



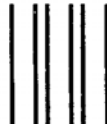
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

PH 51  
• Print your name, address, and ZIP Code in this box •

General Electric Company  
319 Great Oaks Blvd  
Albany, NY 12203



UNITED STATES POSTAL SERVICE



First-Class Mail  
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