# NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

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#### of any conflict with the rest of the document. RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 10 Document ID: 2024072400594001 Document Date: 07-10-2024 Preparation Date: 07-24-2024 Document Type: EASEMENT Document Page Count: 9 PRESENTER: RETURN TO: EXECUTIVE ABSTRACT GROUP, INC. EXECUTIVE ABSTRACT GROUP, INC. 16 ISRAEL ZUPNICK DRIVE, SUITE 117 16 ISRAEL ZUPNICK DRIVE, SUITE 117 EAG-5628-CTSY EAG-5628-CTSY MONROE, NY 10950 MONROE, NY 10950 845-782-2400 845-782-2400 BLIMY@EXECUTIVE-ABSTRACT.COM BLIMY@EXECUTIVE-ABSTRACT.COM PROPERTY DATA Borough Block Lot Address BROOKLYN 433 14 Entire Lot 558 SACKETT Property Type: OTHER Easement CROSS REFERENCE DATA Year Reel Page or File Number DocumentID **PARTIES** GRANTOR/SELLER: GRANTEE/BUYER: SACKETT HEIGHTS LLC N.Y.S. DEPARTMENT OF ENVIRONMENTAL 199 LEE AVE #554 CONSERVATION BROOKLYN, NY 11211 625 BROADWAY ALBANY, NY 12233 FEES AND TAXES Mortgage: Filing Fee: Mortgage Amount: \$ 0.00 100.00 Taxable Mortgage Amount: NYC Real Property Transfer Tax: 0.00 Exemption: 0.00 TAXES: County (Basic): 0.00 NYS Real Estate Transfer Tax: \$ City (Additional): \$ 0.00 0.00 Spec (Additional): \$ 0.00 RECORDED OR FILED IN THE OFFICE TASF: \$ 0.00 OF THE CITY REGISTER OF THE MTA: \$ 0.00 CITY OF NEW YORK NYCTA: \$ 0.00 Recorded/Filed 07-25-2024 16:51 Additional MRT: \$ 0.00 City Register File No.(CRFN): TOTAL: \$ 0.00 2024000192092 Recording Fee: \$ 82.00 Affidavit Fee: \$ 0.00 City Register Official Signature

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

THIS INDENTURE made this 10th day of July , 2024, between Owner, Sackett Heights LLC, having an office at 199 Lee Ave #257, Brooklyn, County of Kings, 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 558 Sackett Street in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 433 Lot 14, being the same as that property conveyed to Grantor by deed dated November 8, 2022 and recorded in the City Register of the City of New York in City Register File No. 2022000420098. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.1469 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 3, 2024, prepared by Michael Khelawan, 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 Brownfield Cleanup Agreement Index Number: C224372-02-23, 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. <u>Purposes</u>. 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. <u>Institutional and Engineering Controls</u>. 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 New York City Department of Health and Mental Hygiene 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. <u>Right to Enter and Inspect</u>. 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. <u>Reserved Grantor's Rights</u>. 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. <u>Enforcement</u>

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. <u>Notice</u>. 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: C224372

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. <u>Amendment</u>. 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. <u>Extinguishment.</u> 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. <u>Joint Obligation</u>. 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. <u>Consistency with the SMP</u>. 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.

Sackett Heights LLC:	
Ву:	
Print Name: _ Solenen	Schwimmer
Title: Mambr	Date: 6/24/24

#### Grantor's Acknowledgment

STATE OF NEW YORK	)
COUNTY OF Kings	) ss )

On the 24<sup>th</sup> day of Jine, in the year 2024, before me, the undersigned, personally appeared <u>solomen Schloimmes</u> 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 day, 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 I

Ablic - Sener 아니 Select York Notary Public State of New York Registration No. 01SA0002177

Qualified in Albany County -My Commission Expires March 3,

#### **SCHEDULE "A" PROPERTY DESCRIPTION**

#### **ENVIRONMENTAL EASEMENT DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Sackett Street distance 128.00 feet easterly from the corner formed by the intersection of the southerly side of Sackett Street with the easterly side of Nevins Street;

RUNNING THENCE southerly approximately parallel with Nevins Street, 100.00 feet;

THENCE easterly approximately parallel with Sackett Street, 64.00 feet;

THENCE northerly approximately parallel with Nevins Street, 100.00 feet;

THENCE westerly along the southerly side of Sackett Street, 64.00, to the point or place of BEGINNING.

CONTAINING WITHIN SAID BOUNDS 0.1469 ACRES OR 6,400 SQUARE FEET

# NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024072400594001

Document Date: 07-10-2024

Preparation Date: 07-24-2024

Document Type: EASEMENT

#### SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING SMOKE DETECTOR AFFIDAVIT

1



**Property and Owner Information:** 

The City of New York **Department of Environmental Protection** Bureau of Customer Services 59-17 Junction Boulevard Flushing, NY 11373-5108

### Customer Registration Form for Water and Sewer Billing

(1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 433 LOT: 14
(2) Property Address: 558 SACKETT, BROOKLYN, NY 11217
(3) Owner's Name: N.Y.S. DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Additional Name:
Affirmation:
Your water & sewer bills will be sent to the property address shown above.
199 LEE AVE # 257
3 Rookiya dy 11211
Customer Billing Information:
Please Note:
A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.
Owner's Approval:
The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.
Print Name of Owner:  Signature:Date (mm/dd/yyyy)
Name and Title of Person Signing for Owner, if applicable:
ICS-7CRF-ACRIS REV. 8/08

# AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

The undersigned, being duly sworn, de the real property or of the cooperative s	shares in a cooperati			
Arrange transfer and the fill delice.	558 SACKETT Street Address Unit/Apt.		- ,	
BROOKLYN	·	433	14	7.1. 100 ° 115
Borough	New York, _	433 Block	Lot	_ (the "Premises");
the City of New York concerning smok That they make affidavit in complian	,	City Administrative	e Code Secti	on 11-2105 (g). (The
That they make affidavit in compliant signatures of at least one grantor and or	nce with New York ne grantee are requir	ed, and must be notar	ized).	
That they make affidavit in complian	nce with New York ne grantee are requir	ed, and must be notar		
That they make affidavit in compliant signatures of at least one grantor and or	nce with New York ne grantee are requir	ed, and must be notar	ized).	
That they make affidavit in compliant signatures of at least one grantor and or	nce with New York ne grantee are requir	ed, and must be notar	ized).	
That they make affidavit in compliant signatures of at least one grantor and or Name of Grantor (Type or Printing Signature of Grantor)  Sworn to before me	nce with New York ne grantee are requir	NYSDEC Name	ized).	
Name of Grantor (Type or Prints)  Signature of Grantor  Sworn to before me  this 14 day of May programments.	TARE WITH New York the grantee are required to the grantee	ed, and must be notar	of Grantee (Type  July  gnature of Grant  Notary Public St  Registration No	or Print)  ee  20  Salem ate of New York 01SA0002177

COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING,

WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.



Connell Foley LLP 875 Third Avenue 21st Floor New York, NY 10022 P 212.307.3700 F 212.542.3790 Cristina Diaz Salcedo
Associate
Direct Dial 212.542.3773
CSalcedo@connellfoley.com

July 29, 2024

The City Clerk, Clerk of the Council Executive Office 141 Worth Street, New York, NY 10013

Re: Notice to Municipality of Recorded Environmental Easement

("Environmental Easement")

Site: 558 Sackett Street, Brooklyn, NY 11217

Dear Sir or Madam:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "DEC") on July 10, 2024, by Sackett Heights LLC for property at 558 Sackett Street, Brooklyn, New York 11217, Block 433, Lot 14, DEC Site No: C224372.

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. 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

Roseland Jersey City Newark New York Cherry Hill Philadelphia



■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse	
1. Article Addressed to: The City Clerk Clerk of the council Executive office	D. Is d
141 Worth Street, NY, NY 10013	
10 11.	3. Servi

COMPLETE THIS SECTION ON I	DELIVERY
A. Signature	<u> </u>
X	☐ Agent ☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from If YES, enter delivery address I	n item 1? 🔲 Yes below: 🔲 No
3. Service Type  Adult Signature  Adult Signature Hestricted Delivery  Cortified Mail®  Certified Mail Restricted Delivery  Collect on Delivery  Collect on Delivery Restricted Delivery  Insured Mail	☐ Priority Mall Express® ☐ Registered Mall™ ☐ Registered Mall Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

2 Article Number (Transfer from service label)

9590 9402 8568 3244 4863 67

9589 0710 5270 1402 9436 02

The City Clerk, Clerk of the Council July 29, 2024 Page 2

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: <a href="http://www.dec.ny.gov/chemical/36045.html">http://www.dec.ny.gov/chemical/36045.html</a>. 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,

Cristina Diaz Salcedo, Esq