



October 14, 2025

Rick Gropper
Liberty Landing Owner LLC
116 East 127th Street, 11th Floor
c/o Camber Property Group, LLC
New York, NY 10016

RE: Site Name: 550 West 20th Street
Site No.: C231132
Location of Site: 550 West 20th Street

Dear Rick Gropper,

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the site 550 West 20th Street.

If you have any further questions relating to this matter, please contact the project attorney for this site, Juliann Petkov, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 625 Broadway, Albany, NY 12233-1500 or by email at Juliann.Petkov@dec.ny.gov

Sincerely,

Janet E. Brown, Assistant Director
Division of Environmental Remediation

Enclosure

ec: Elliot Jackson, Project Manager
cc: Juliann Petkov, Esq.
Leia Schmidt, Esq./Cheryl Salem

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C231132-06-25**

550 West 20th Street

DEC Site No:C231132

Located at: 550 WEST 20TH STREET

New York County

New York, NY 10011

Hereinafter referred to as "Site"

by:

Liberty Landing Owner LLC

116 East 127th Street, 11th Floor, New York, NY 10016

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Applicant submitted an application received by the Department on April 4, 2025; and

WHEREAS, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Applicant Status

The Applicant, Liberty Landing Owner LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

II. Tangible Property Tax Credit Status

The Department has determined that the Site is eligible for tangible property tax credits pursuant to ECL § 27-1407(1-a) because the Site is located in a City having a population of one million or more and the project is an affordable housing project. The

Applicant acknowledges that the Department made this determination in reliance on information submitted to the Department by the Applicant.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 0.363 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 691-1
Street Number: 550 West 20th Street, New York
Owner: New York State Urban Development Corporation d/b/a Empire State Development

IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Elliott Jackson
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
elliott.jackson@dec.ny.gov

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Christine Vooris (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
christine.vooris@health.ny.gov

Juliann Petkov, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233
juliann.petkov@dec.ny.gov

2. Communication from the Department to Applicant shall be sent to:

Liberty Landing Owner LLC
Attn: Rick Gropper
116 East 127th Street, 11th Floor
c/o Camber Property Group, LLC
New York, NY 10016
cpgliberty@camberpg.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The Applicant has certified to the Department that it will develop the brownfield site with the dedication of 100 percent of the residential rental or home ownership units in an affordable housing project to tenants or homeowners at a defined maximum percentage of area median income based on the occupants' household's annual income. The Department has granted a waiver of the program fee based upon this certification. If the Applicant fails to provide documentation that the development is dedicated to a 100 percent affordable housing project prior to the issuance of a Certificate of Completion, the Department may terminate this agreement in accordance with the provisions of 6 NYCRR 375-3.5 (c)(3). Documentation equivalent to that required to obtain a determination that the site is eligible for tangible property tax credits or other documentation deemed appropriate by the Department is sufficient.

D. Applicant acknowledges that it has read, understands, and agrees to abide by the requests set forth in Appendix B - "Consolidated Edison Company of New York, Inc. Transition Letter" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

D. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED: *10/14/2025*

THIS BROWNFIELD CLEANUP AGREEMENT IS
HEREBY APPROVED, Acting by and through the
Department of Environmental Conservation as Designee
of the Commissioner,

By:

Janet E. Brown

Janet E. Brown, Assistant Director
Division of Environmental Remediation

**EXHIBIT A
SITE MAP**

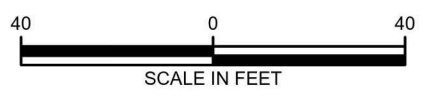


Legend
 Site Boundary

Notes:
 1. Aerial imagery provided through Langan's subscription to NearMap.com, flown 6/18/2024.
 2. Parcel data provided by the New York City Department of City Planning.

E

WARNING: It is a violation of the NYS Education Law Article 145 for any person, unless acting under the direction of a licensed professional engineer, land surveyor or geologist, to alter this item in any way.



LANGAN
 Langan Engineering, Environmental, Surveying,
 Landscape Architecture and Geology, D.P.C.
 368 Ninth Avenue, 8th Floor
 New York, NY 10001
 T: 212.479.5400 F: 212.479.5444 www.langan.com

Project
550 WEST 20TH STREET
 BLOCK NO. 691, LOT NO. 1
 MANHATTAN
 NEW YORK COUNTY NEW YORK

Figure Title
SITE PLAN

Project No. 170864001	A-2
Date 2/7/2025	
Scale 1"=40'	
Drawn By GS	

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR §§ 375-1.6(a) and 375-3.6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the Site in accordance with ECL § 27-1415(2)(b) and Department guidance;

2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for

contamination within the boundaries of the Site and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities to be conducted in accordance with current guidance, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR § 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein. All work undertaken as part of a remedial

program for a Site must be detailed in a department-approved Work Plan or a submittal approved in form and content by the Department.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any

subsequent work plan required to meet the requirements of ECL Article 27 Title 14. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR § 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law. All work undertaken as part of a remedial program, including work undertaken pursuant to submittals other than Work Plans, must be approved by the department prior to implementation by the Applicant.

E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such

determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a

result of a Force Majeure Event as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the Site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

V. Payment of State Costs (Applicable only to Applicants with Participant Status)

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR § 375-1.5(b)(3)(i).

B. Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the "Commissioner of NYSDEC" and shall be sent to:

Division of Management and Budget
New York State Department of Environmental
Conservation
625 Broadway, 10th Floor
Albany, New York 12233-4900

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with ECL § 27-1409(2) and ECL § 71-4003.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that

Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL § 27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR § 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within sixty (60) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR § 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's

approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, if applicable, and VII.B, and VIII, shall be null and void ab initio fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void ab initio, and the Department shall reserve all rights that it may have under law.

B. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this

Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

C. The Department may exempt Applicant from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use “best efforts” to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Applicant’s obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant’s best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Applicant’s inability to obtain such interest.

E. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

F. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of its obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted

pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s). Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, Applicant shall make timely written application to the Commissioner with copies to the parties in Subparagraph IV.A.1 of the Agreement.

ii. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department’s project manager, with copies to the parties listed in Subparagraph IV.A.1 of the Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department’s project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

G. 1. If there are multiple parties signing this Agreement, the term “Applicant” shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XIV.G.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the

obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are

defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.6(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend, any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans; reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

APPENDIX B



Laurie Sands
Associate General Counsel
Law Department

September 10, 2025

Jennifer Andaloro, Esq.
New York State Department of Environmental Conservation
Central Office, Office of General Counsel
625 Broadway
Albany, NY 12233
jennifer.andaloro@dec.ny.gov

**Re: BCP Application for 550 West 20th Street, New York, NY
550 West 20th Street Site (C231132)**

Dear Ms. Andaloro:

Consolidated Edison Company of New York, Inc. (“Con Edison”) submits this letter pursuant to the terms of Paragraph X, “Transition of Sites to the Brownfield Cleanup Program,” of Order on Consent and Administrative Settlement Index No. CO 0-20180516-519, as amended on August 19, 2021, (the “Consent Order”) (a copy of which is attached as Exhibit A to this letter). In connection with the New York State Brownfield Cleanup Program (“BCP”) Application (the “Application”) of Liberty Landing Owner LLC (the “Applicant”), Con Edison proposes to transition a portion of the CE - W. 18th St. Gas Works Site, New York State Department of Environmental Conservation (“DEC” or the “Department”) Site No. 231005, to the BCP for the purpose of facilitating the implementation and completion of certain remedial investigations and actions. The portion of the CE - W. 18th St. Gas Works Site that Con Edison proposes to transition to the BCP is designated under the Consent Order as the Bayview Correctional Facility and has an address of 550 West 20th Street, New York, NY (New York City Tax Map, Borough of Manhattan, Block 691, Lot 1) and is hereinafter referred to as the “Proposed BCP Site.” If transitioned to the BCP, Con Edison understands that the Proposed BCP Site would be remediated as described in the Application and in coordination with the Applicant’s proposed redevelopment of the Proposed BCP Site.

In accordance with Paragraph X of the Consent Order, the Department should accept the proposal to transition the Proposed BCP Site into the BCP based on the following findings:

- A. The Proposed BCP Site was previously in the Voluntary Cleanup Program (“VCP”) identified as a portion of VCP Site No. V00530 and is not classified as a Class 2 site on the New York State Registry of Inactive Hazardous Waste Disposal Sites;

- B. Con Edison is not currently engaged in remedial design or remedial action for the Proposed BCP Site to fulfill the requirements of a Record of Decision or Decision Document; and
- C. The implementation of the remedial program through the BCP will further the effectiveness of the remedial program, will result in a coordinated remediation that will address both MGP and non-MGP contamination that may exist at the Proposed BCP Site, will ensure the protection of the public health and the environment, and will encourage the redevelopment and reuse of the Proposed BCP Site.

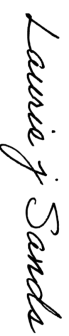
Con Edison also makes the following request in connection with the proposal to transition the Proposed BCP Site into the BCP:

- 1. The Applicant is required by the Department to include Con Edison as an interested party for all BCP-related citizen participation requirements as set forth in the Environmental Conservation Law and implementing regulations at 6 NYCRR 375. Additionally, it is requested that the Applicant be required to provide Con Edison with all raw and validated test and sampling results related to the MGP contamination required by the DEC within five (5) business days of their receipt, and, to the extent related to any MGP contamination, any draft or final Remedial Action Work Plan, Interim Remedial Measures Work Plan, Remedial Investigation Report, Remedial Action Work Plan, Remedial Work Plan or Alternatives Analysis Report, Site Management Plan, and Final Engineering Report (including any document that is similar to, or the functional equivalent of, any of the foregoing) concurrent with their submission to the DEC. The citizen participation plan for the Proposed BCP Site must list Con Edison as an interested party and set forth the foregoing requirement. This is especially important here because, assuming the Application is approved, the remainder of the CE - W. 18th St. Gas Works Site would remain in active status under the Consent Order and continue to be addressed by Con Edison. It is critical that Con Edison's remaining Consent Order work and the Applicant's BCP work be implemented in consideration of the other in order to maximize the effectiveness of both remedial actions and ensure the protection of public health and the environment.

2. In the event the Applicant fails to stop any continuing release or prevent any further off-site migration (if any) of MGP contamination from the Proposed BCP Site to offsite areas, the Applicant would be required to perform any and all additional remediation work required to stop any such release(s) and prevent any such migration.

Con Edison is pleased to be a partner in advancing the remedial program for the Proposed BCP Site. Thank you.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laurie J. Sands".

Laurie J. Sands

Exhibit A

Consent Order Amendment

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
STATE SUPERFUND PROGRAM AND NAVIGATION LAW

In the Matter of the Implementation of Investigation Programs
and, if necessary, Remediation Programs for Certain Former
Manufactured Gas Plant and Gas Holder Station Locations by:

**Amendment to
Order on Consent and
Administrative Settlement**

Consolidated Edison Company of New York, Inc.,

Index No. CO 0-20180516-519

Respondent

Multiple Sites

1. Consolidated Edison Company of New York, Inc., ("Respondent") consented to the issuance of Order on Consent and Administrative Settlement Index No. CO 0-20180516-519 (the "Order"), which was signed by a representative of the New York State Department of Environmental Conservation ("Department") on July 13, 2018.

2. The Order was entered into for the purpose of ensuring the completion of Respondent's investigation and remediation, as necessary, of MGP-Site Contamination at the sites or portions of sites identified in Exhibit "A" of the Order. The sites that are included in the Order were previously being addressed under the Department's Voluntary Cleanup Program under Voluntary Cleanup Agreement Index No. D2-0003-02-08 ("VCA"). The Voluntary Cleanup Program ended statewide in 2018.

3. The Department and Respondent desire to amend the Order to provide a mechanism for the sites identified in the Order, all of which were previously included in the VCA, to transition into the Brownfield Cleanup Program to encourage the coordinated remediation of MGP and non-MGP-Site Contamination at such sites and to promote redevelopment.

4. Respondent consents to the issuance of this Amendment without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, agreement, regulation, permit, order (including without limitation the Order), requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from any site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from any site constitutes a significant threat to the public health or environment.

5. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Amendment,

and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Amendment, and agrees not to contest the validity of this Amendment or its terms or the validity of data submitted to the Department by Respondent pursuant to this Amendment.

6. All capitalized terms in this Amendment shall have the same meaning as defined in the Order, unless specified otherwise in this Amendment.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

I. The Order shall be amended as indicated herein on the date this Amendment is signed by the Commissioner of the Department of Environmental Conservation or his designee.

II. Transition of Sites to the Brownfield Cleanup Program

A new paragraph X will be added to the Order entitled "Transition of Sites to the Brownfield Cleanup Program" which will include the following language:

X. Transition of Sites to the Brownfield Cleanup Program

1. Respondent may, at any time, propose to transition a Site or a portion thereof (hereafter, the "Property") into the Brownfield Cleanup Program ("BCP") for the purpose of facilitating the implementation and completion of remedial investigations or actions at one or more discrete areas. The Department shall accept such a proposal upon a finding that:

- A. The Property was previously in the Voluntary Cleanup Program and is not classified as a Class 2 site on the New York State Registry of Inactive Hazardous Waste Disposal Sites;
- B. Respondent is not currently engaged in remedial design or remedial action for the Property to fulfill the requirements of a Record of Decision or Decision Document; and
- C. The implementation of the remedial program through the BCP will further the effectiveness of the remedial program, will result in a coordinated remediation that will address both MGP Site contamination and non-MGP-Site Contamination that may exist on the Property (if applicable), will ensure the protection of the public health and the environment, and will encourage the redevelopment and reuse of the Property.

Notwithstanding the foregoing, with respect to Item B, the Department and Respondent may consider and agree that transition of a Property into the BCP may be appropriate based on the specific facts and circumstances (including, without limitation, that the transition into the BCP would further the goals of Item C).

2. Upon the approval of the transition of a Property to the BCP pursuant to paragraph X.1., the Property will be reclassified (if the Property constitutes the entire Site) or excluded from the Site boundary (if it constitutes a portion of the Site) and deferred by the Department to "inactive

status" under this Order, and for the time frame that the Property is participating in the BCP. The effective date of the reclassification to "inactive status" shall be the date that the Brownfield Cleanup Agreement ("BCA") for the Property is fully executed. While the Property is in "inactive status", Respondent shall have no active obligations relative to the Property under the Order. Respondent shall remain obligated to complete the remedial program for any MGP contamination emanating from a Property that is "off-site" of the Property and for other portions of the Site that Respondent has not proposed to transition to the BCP.

3. Upon completion of the remediation at a Property, the BCP applicant(s) will be issued a Certificate of Completion ("COC") under the BCP. Respondent will not be issued a COC or a release and covenant not to sue for a Property under this Order, unless and until the remedial program for the entire Site subject to this Order and associated with the Property is completed to the satisfaction of the Department, including any necessary remediation of off-site MGP contamination.


4. The Department's reclassification of a Property to "inactive status" under this Order is without prejudice to the Department or Respondent. The parties have reserved their respective rights under this Order to have the Property reclassified to "active status" under the Order, to the extent that the Property is withdrawn from the BCP, if the Department terminates the BCA for cause, or if a COC issued to the Property pursuant to the BCP is rescinded. The reclassification of the Property to "active status" will reinstate Respondent's obligation to complete the remedial program for the Property's MGP contamination under this Order. The Department shall notify Respondent in the event the Property is withdrawn or terminated from the BCP, or if a COC issued for the Property pursuant to the BCP is revoked.

III. All other provisions of the Order remain unchanged, in full force and effect and shall be binding on Respondent.

DATED: August 19, 2021

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director
Division of Environmental Remediation

