

# SIVE | PAGET | RIESEL

**KEVIN A. ROGERS**  
DIRECT DIAL: 646.378.7275  
KROGERS@SPRLAW.COM

December 12, 2023

## **VIA FEDEX AND FTS**

Environmental Easement Attorney  
Bureau of Remediation  
Office of General Counsel, 14<sup>th</sup> Floor  
New York State Dept. of Environmental Conservation  
625 Broadway  
Albany, NY 12233-1500

Re: Brownfield Cleanup Program,  
13-12 Beach Channel Drive, Site No. C231254  
Proofs of Recording and Mailing of Municipal Notice of  
Environmental Easement

Dear Sir or Madam,

Enclosed please find the following documents that are being submitted to the Department as proofs that the environmental easement for the above-referenced BCP Site has been recorded in the New York City Register and that the Municipal Notice of Environmental Easement has been mailed to the affected local government:

- 1) Environmental Easement for 13-12, 13-16 & 13-24 Beach Channel Drive, Queens, Block 15528, Lots 5, 6 & 9, respectively, dated December 7, 2023, and recorded in the Office of the City Register of the City of New York ("City Register") on December 11, 2023, as City Register File Number ("CRFN") 2023000323044;
- 2) Copy of the Municipal Notice of Environmental Easement that was sent via United States Postal Service ("USPS") certified mail, return receipt requested, to New York City Mayor Eric Adams on December 12, 2023;
- 3) Scanned copy of the USPS certified mailing slip for the Municipal Notice of Environmental Easement sent to Mayor Adams.

Electronic (PDF) copies of the enclosed documents have also been uploaded to the Department's File Transfer Service ("FTS") portal and were directed to Ms. Cheryl Salem of the Office of General Counsel ("OGC"). Additional electronic copies were directly submitted to the Project Attorney, Mr. Michael Murphy, Esq., via email.

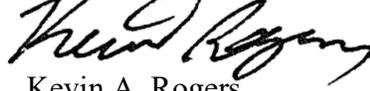
Environmental Easement Attorney

December 12, 2023

Page 2 of 2

Please do not hesitate to contact me if there are any questions or concerns. Thank you for your time and attention to this matter.

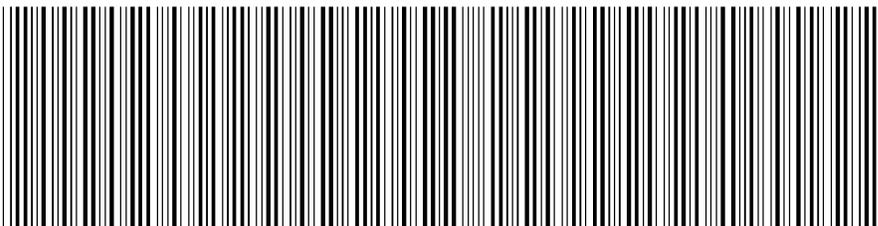
Best regards

A handwritten signature in black ink, appearing to read "Kevin Rogers", written in a cursive style.

Kevin A. Rogers

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2023121100103001001E6A47

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 14**

**Document ID: 2023121100103001**

Document Date: 12-07-2023

Preparation Date: 12-11-2023

Document Type: DEVELOPMENT RIGHTS

Document Page Count: 12

**PRESENTER:**

SIVE PAGET & RIESEL, P.C.  
560 LEXINGTON AVENUE, 15TH FLOOR  
NEW YORK, NY 10022  
212-421-2150  
NDUNCAN@SPRLAW.COM

**RETURN TO:**

SIVE PAGET & RIESEL, P.C.  
560 LEXINGTON AVENUE, 15TH FLOOR  
NEW YORK, NY 10022  
212-421-2150  
NDUNCAN@SPRLAW.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
QUEENS	15528	5	Entire Lot	13-12 BEACH CHANNEL DRIVE

**Property Type:** NON-RESIDENTIAL VACANT LAND Easement

Borough	Block	Lot	Unit	Address
QUEENS	15528	6	Entire Lot	13-16 BEACH CHANNEL DRIVE

**Property Type:** NON-RESIDENTIAL VACANT LAND Easement

Additional Properties on Continuation Page

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**PARTY ONE:**

BCD OWNER LLC  
C/O: CAMBER PROPERTY GROUP, 116 EAST 27TH  
STREET, 11TH FLOOR  
NEW YORK, NY 10016

**PARTY TWO:**

PEOPLE OF NEW YORK BY DEPT. ENVIRONMENTAL  
CONSERVA  
625 BROADWAY  
ALBANY, NY 12233

Additional Parties Listed on Continuation Page

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 103.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 12-11-2023 12:07

City Register File No.(CRFN):

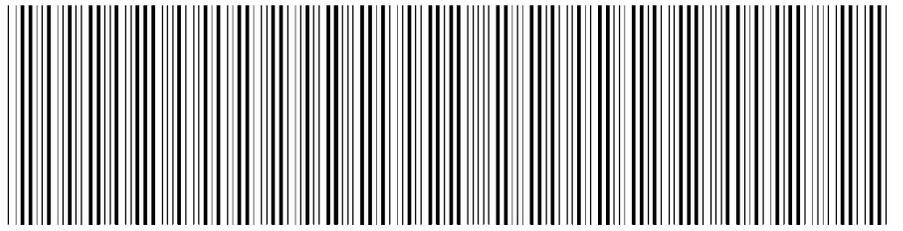
2023000323044



*Colette McChia-Jacques*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2023121100103001001C68C7

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 14**

**Document ID: 2023121100103001**

Document Date: 12-07-2023

Preparation Date: 12-11-2023

Document Type: DEVELOPMENT RIGHTS

**PROPERTY DATA**

<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
QUEENS	15528 9 Entire Lot		13-24 BEACH CHANNEL DRIVE

**Property Type:** NON-RESIDENTIAL VACANT LAND Easement

**PARTIES**

**PARTY ONE:**

BCD SHELTER OWNER LLC  
C/O: CAMBER PROPERTY GROUP, 116 EAST 27TH  
STREET, 11TH FLOOR  
NEW YORK, NY 10016

**PARTY ONE:**

BCD HOUSING DEVELOPMENT FUND  
CORPORATION  
C/O: BOWERY RESIDENTS' COMMITTEE, 131 WEST  
25TH STREET, 12TH FLOOR

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

**THIS INDENTURE** made this 7<sup>th</sup> day of December, 2023, between Owner(s), **BCD Housing Development Fund Corporation**, (the "Grantor Fee Owner") having an office at c/o Bowery Residents' Committee, Inc., 131 West 25th Street, 12th Floor, New York, NY 10001, County of New York, State of New York, **BCD Owner LLC**, (the "Grantor Beneficial Owner"), having an office at 116 East 27th Street, 11th Floor, New York, NY 10016, County of New York, State of New York, and **BCD Shelter Owner LLC** (the "Grantor Beneficial Lessee"), having an office at 116 East 27th Street, 11th Floor, New York, NY 10016, County of New York, State of New York (collectively, 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 Fee Owner, is the owner of the fee interest in the real property located at the address of 13-12, 13-16 and 13-24 Beach Channel Drive in the City of New York, County of Queens 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 15528 Lots 5, 6 and 9, being the same as that property conveyed to Grantor by deeds dated as of April 25, 2022 and recorded in the City Register of the City of New York as CRFN #2022000195853; April 25, 2022 and recorded in the City Register of the City of New York as CRFN #2022000195854; and April 25, 2022 and recorded in the City Register of the City of New York as CRFN #2022000195855. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.741 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 9, 2023

prepared by Saeid Jalilvand (License No. 050236) of Montrose Surveying Co., LLP, 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**, Grantor Beneficial Owner, is the holder of the beneficial ownership interest in the Controlled Property conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement dated April 25, 2022 and recorded in the City Register of the City of New York as CRFN #2022000195866; and

**WHEREAS**, Grantor Beneficial Lessee, is the holder of a 49-year beneficial master lease interest in the Controlled Property, as memorialized in a Memorandum of Lease dated as of August 31, 2022 and recorded in City Register of the City of New York as CRFN #2022000358518; 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: C241254-06-21, 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:

**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. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.



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

BCD Housing Development Fund Corporation:

By: *Lilia Marini-Calves*

Print Name: Lilia Marini-Calves

Title: Authorized Signatory Date: 11/30/2023

**Grantor's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                    )

On the 30th day of November, in the year 20 23, before me, the undersigned, personally appeared Lilia Marini-Calves, 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.

*Gustavo Lozano*  
Notary Public - State of New York

GUSTAVO LOZANO  
Notary Public, State of New York  
No. 01LO6153402  
Qualified in Queens County  
Term Expires October 2, 2026



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

BCD Shelter Owner LLC:

By: 

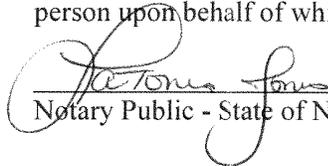
Print Name: Rick Gropper

Title: Authorized signatory Date: 11/30/2023

**Grantor's Acknowledgment**

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF New York    )

On the 30<sup>th</sup> day of November, in the year 20 23 before me, the undersigned, personally appeared Rick Gropper, 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

LATOVIA QUINASIA JONES  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01JO002377  
Qualified in Queens County  
My Commission Expires 03-06-2027



**SCHEDULE "A" PROPERTY DESCRIPTION**

**13-12 Beach Channel Drive Site – C241254**

**BOROUGH OF QUEENS, BLOCK: 15528, LOTS: 5, 6 & 9**

Environmental Easement Area:

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

BEGINNING at a point on the westerly side of Redfern Avenue (60 feet wide), distant 91.14 feet northerly from the corner formed by the intersection of the westerly side of Redfern Avenue with the northerly side of Mott Avenue (60 feet wide) as said Avenues are shown on City Final Maps;

RUNNING THENCE northerly along the westerly side of Redfern Avenue, 204.07 feet Actual (201.98 feet Tax map) to a point;

RUNNING THENCE westerly along a line forming an angle of 82 degrees 23 minutes 15.5 seconds on the southwest with the westerly side of Redfern Avenue, and parallel with the southerly side of Dix Avenue (50 feet wide), 178.01 feet to the easterly side of Beach Channel Drive (80 feet wide);

RUNNING THENCE southerly along the easterly side of Beach Channel Drive, 147.23 feet (147.13 feet Tax map) to a point;

RUNNING THENCE southwesterly continuing along the easterly side of Beach Channel Drive and along a line forming an angle of 207 degrees 06 minutes 52.5 seconds on the southeast with the last-mentioned course, 32.91 feet to a point;

RUNNING THENCE southerly continuing along the easterly side of Beach Channel Drive and along a line forming an angle of 152 degrees 53 minutes 7.5 seconds on the northeast with the last-mentioned course, 8.90 feet Actual (7.89 feet Tax map) to a point;

RUNNING THENCE easterly along a line forming an angle of 107 degrees 03 minutes 13 seconds on the northeast, with the easterly side of Beach Channel Drive, 41.30 feet Actual (41.38 feet Tax map) to a point;

RUNNING THENCE northerly at right angles to the last-mentioned course, 4.00 feet to a point;

RUNNING THENCE easterly at right angles to the last-mentioned course, 18.30 feet Actual (18.33 feet Tax map) to a point;

RUNNING THENCE southerly at right angles to the last-mentioned course, 4.00 feet to a point;

RUNNING THENCE westerly at right angles to the last-mentioned course, 21.00 feet to a point;

RUNNING THENCE northerly at right angles to the last-mentioned course, 31.14 feet Actual (31.17 feet Tax map) to a point being 90 feet north of the northerly side of Mott Avenue;

RUNNING THENCE easterly at right angles to the last-mentioned course and parallel with the northerly side of Mott Avenue and 90 feet north of Mott Avenue, 82.00 feet to the westerly side of Redfern Avenue the point or place of BEGINNING.

THE ABOVE DESCRIBED EASEMENT HAS AN AREA OF 32,263 SQ. FT. OR 0.7407 ACRE.

# SIVE | PAGET | RIESEL

**KEVIN A. ROGERS**  
DIRECT DIAL: 646.378.7275  
KROGERS@SPRLAW.COM

December 12, 2023

## **VIA CERTIFIED MAIL**

Mayor Eric Adams  
City Hall  
New York, NY 10007

Re: Notice of Environmental Easement:  
13-12, 13-16 & 13-24 Beach Channel Drive, Queens,  
Block 15528, Lots 5, 6 & 9  
DEC Site No. C241254

Dear Mayor Eric Adams,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation (“Department”) on December 7, 2023 by BCD Owner LLC, BCD Shelter Owner LLC, and BCD Housing Development Fund Corporation (each a “Grantor”, and collectively, the “Grantors”) for property located at 13-12 Beach Channel Drive, 13-16 Beach Channel Drive & 13-24 Beach Channel Drive, Queens, Block 15528, Lots 5, 6 & 9, respectively, known as DEC Site No. C241254 and by the DEC Site name, 13-12 Beach Channel Drive.

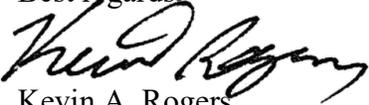
This Environmental Easement restricts future use of the above referenced property to restricted-residential, commercial, and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and Site Management Plan, which is incorporated into the Environmental Easement. 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

Mayor Eric Adams  
December 12, 2023  
Page 2 of 2

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 formal approval from the Department.

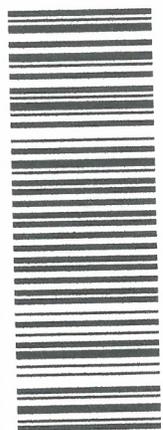
An electronic version of every Environmental Easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your Building and/or Planning Departments, as applicable, to ensure your compliance with the provisions of the New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Best regards,  
  
Kevin A. Rogers

Enclosure

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



7016 0600 0001 0115 7454  
7016 0600 0001 0115 7454

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
<b>Total Postage and Fees</b> \$	
Sent To Street and Apt. No., or PO Box No. ----- City, State, ZIP+4®	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>													
<p>1. Article Addressed to:</p> <p>ERIC ADAMS CITY HALL NEW YORK, NY, 10007</p>	<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>												
<p>2. Article Number (Transfer from service label)</p> <p>7016 0600 0001 0115 7454</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>													
<p>9590 9402 6592 1028 6828 30</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®													
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™													
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery													
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™													
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery													
<input type="checkbox"/> Collect on Delivery Restricted Delivery														
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p> <p style="text-align: right;">Domestic Return Receipt</p>														