



**THE CITY OF GLEN COVE**  
**COMMUNITY DEVELOPMENT AGENCY**

**SITE MANAGEMENT PLAN**

*Gladsky Marine Site*  
*Glen Cove, New York*



**OCTOBER 2016**



**D&B ENGINEERS  
AND  
ARCHITECTS, P.C.**

**SITE MANAGEMENT PLAN**

**GLADSKY MARINE SITE  
CITY OF GLEN COVE  
NASSAU COUNTY, NEW YORK  
(NYSDEC SITE NO. E130152)**

***Prepared for:***

**CITY OF GLEN COVE COMMUNITY DEVELOPMENT AGENCY**

Revisions to Final Approved Site Management Plan:

| Revision<br># | Submitted Date | Summary of Revision | DEC Approval Date |
|---------------|----------------|---------------------|-------------------|
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**OCTOBER 2016**

## CERTIFICATION STATEMENT

I Brian Veith certify that I am currently a NYS registered professional engineer and that this Site Management Plan was prepared in accordance with all applicable statutes and regulations and in substantial conformance with the DER Technical Guidance for Site Investigation and Remediation (DER-10).

Brian M. Veith P.E.  
October 17, 2016 DATE



**SITE MANAGEMENT PLAN  
GLADSKY MARINE SITE  
GLEN COVE, NEW YORK**

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## 1.0 INTRODUCTION

The Gladsky Marine Site (Site) is located on Garvies Point Road, Glen Cove, New York, Nassau County, New York (Figure 1-1). The Glen Cove Community Development Agency (GCCDA) entered into a State Assistance Contract in November 2006 (Contract No. C303148) with the NYSDEC under their Environmental Restoration Program (ERP) to remediate contaminated soil at the Site. Additionally the GCCDA also obtained federal funding under the United States Environmental Protection Agency (USEPA) Brownfield Cleanup Grant Program to support remedial efforts at the Site. The work is being conducted as part of the City of Glen Cove and the GCCDA Brownfield Program for the redevelopment of industrial and contaminated properties within the City and as part of the Glen Cove Creek Revitalization Plan.

The Site is located in the County of Nassau, New York and is identified as a portion of Section 21, Block A and Lot 12 on Nassau County Tax Maps. The Site is approximately 0.794 acre in size and is bounded by Garvies Point Road to the north, Glen Cove Creek to the south, commercial/industrial property to the east, and commercial property to the west (see Figure 1-1). The boundaries of the site are fully described in Appendix A: Survey Map, Metes and Bounds.

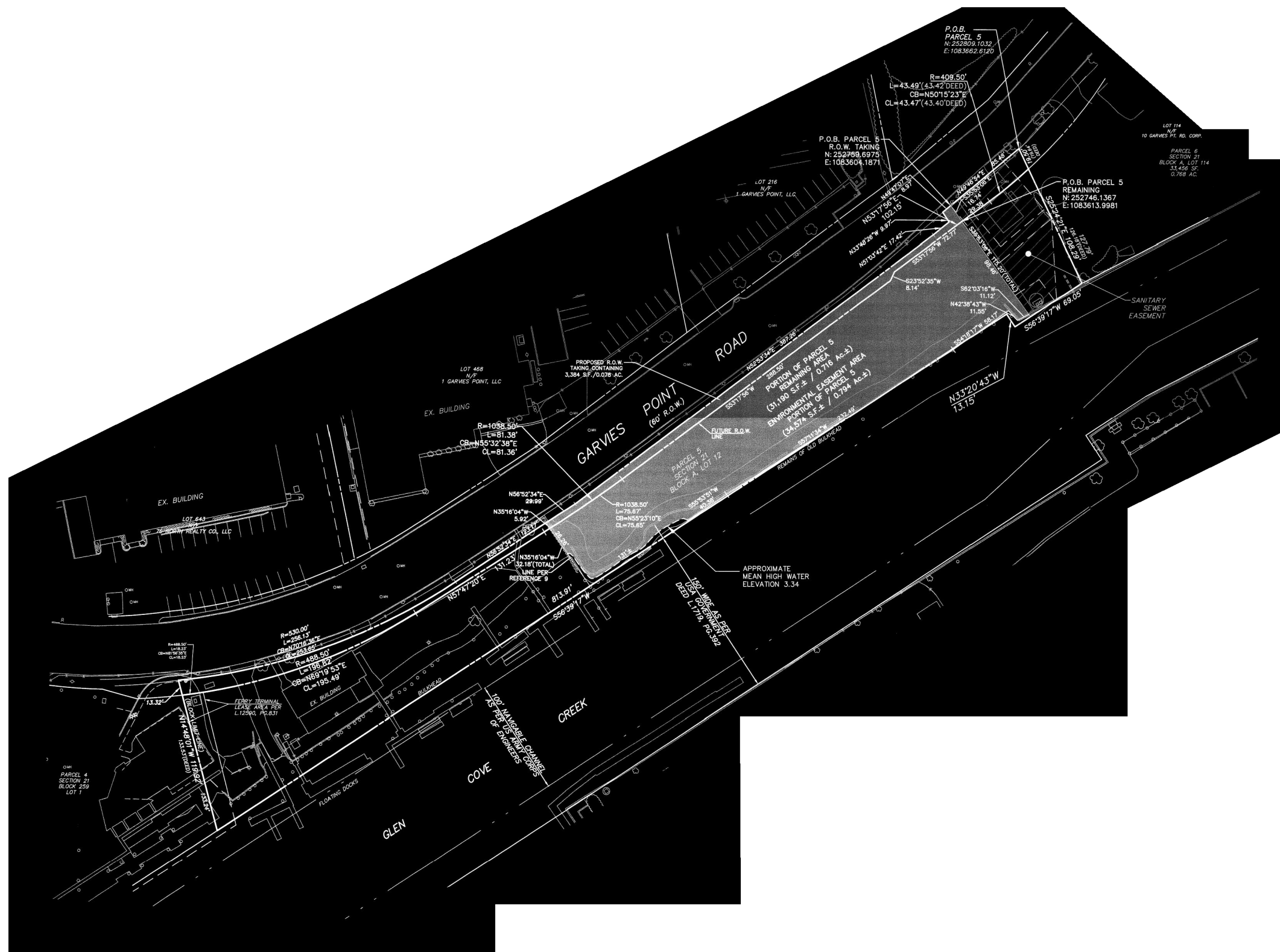
The site is currently vacant and is fully enclosed by a 6-foot high chain link fence, with the exception of the property line adjacent to Glen Cove Creek. A Site Plan is provided as Figure 1-2.

### 1.1 Purpose

The purpose of this Site Management Plan (SMP) is to provide guidance and requirements that will allow the projected construction, future use and management of the Site in a manner which is consistent with the requirements identified in the NYSDEC's March 2006 Record of Decision (ROD) for the Gladsky Marine Site.



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Specifically, the purpose of this SMP is to provide the details required to implement, complete and maintain the projected redevelopment of the Site for proposed commercial and restricted residential use while minimizing impacts to human health and the environment. This SMP will also guide construction maintenance and monitoring activities in areas of elevated levels of chemical contaminants in soil and/or groundwater which remain at the Site. Updates to this SMP will be made as Site construction details, construction phasing, monitoring and maintenance and projected future use are further developed.

This SMP was prepared to manage remaining soil exceeding NYSDEC Unrestricted Use criteria at the Site as well as provide guidance during redevelopment and long term maintenance and monitoring of the Site once redevelopment is initiated, while redevelopment is being implemented, and once it is completed. An Environmental Easement is currently being developed and will be included as an appendix to this SMP. This SMP specifies the methods necessary to comply with engineering and institutional controls required by the Environmental Easement for the Site and remain in effect in perpetuity or until extinguishment of the Environmental Easement in accordance with ECL Article 71, Title 36. A copy of the Environmental Easement and proof of filing can be found as Appendix B, under a separate cover. This SMP also specifies the methods necessary to comply with the engineering and institutional controls required by the ROD. This plan has been approved by the NYSDEC, and compliance with this plan is required by the grantor of the Environmental Easement and the grantor's successors and assigns. This SMP may only be revised with the approval of the NYSDEC.

The grantor may, as allowed by permit, replace or reconstruct any existing bulkhead and extend the newly replaced or reconstructed bulkhead up to eighteen (18) inches seaward of the existing bulkhead without the need to replace or amend the Environmental Easement. Any additional lands created as part of a bulkhead replacement or reconstruction shall be subject to the requirements and controls of the Environmental Easement and this SMP.

Major components of this SMP include the following:

- Institutional and Engineering Control Plan;
- Soil Management Plan;
- Monitoring Plan;
- Operation and Maintenance Plan;
- Report Preparation and Notifications;
- Quality Assurance; and
- Health and Safety.

This plan also includes a description of Periodic Review Reports for the periodic submittal of data, information, recommendations, and certifications to NYSDEC. It is important to note that this SMP details the site-specific implementation procedures that are required by the Environmental Easement. Failure to properly implement the SMP is a violation of the Environmental Easement, which is grounds for revocation of the Certificate of Completion (COC). Failure to comply with this SMP is also a violation of Environmental Conservation Law, 6NYCRR Part 375 and the SAC (Index # C303148; Site # E130152) for the site, and thereby subject to applicable penalties.

Revisions to this plan will be proposed in writing to the NYSDEC's project manager. In accordance with the Environmental Easement for the site, the NYSDEC will provide a notice of any approved changes to the SMP, and append these notices to the SMP that is retained in its files.

## **1.2 Site History and Previous Investigations**

A Phase I Environmental Site Assessment (ESA) Report for the Site was prepared in May 2000. The results of the Phase I ESA indicated that historic uses of the Site included boat maintenance and storage, as well as a possible concrete plant or sand and gravel facility. In addition, as a result of a previous investigation, subsurface asbestos contamination was identified at the Site.

Based on the findings of the Phase I ESA, a Phase II ESA was conducted at the Site in April 2000. Samples of surface soil, sediment, subsurface soil and groundwater were collected to evaluate areas of potential environmental concern, including a boat maintenance and storage area, areas of stained soil, and the subsurface asbestos contamination and fill near the bulkhead. The analytical results from these samples indicated that surface soil at the Gladsky Marine site contained elevated concentrations of semivolatile organic compounds (SVOCs), in particular polycyclic aromatic hydrocarbons (PAHs), and metals. PAHs and metals were also detected in subsurface soil, but at lower concentrations than were detected in the surface soil. Groundwater samples were found to be contaminated by volatile organic compounds (VOCs); however, the lack of documented solvent use at the site and the similar concentrations detected in upgradient and downgradient samples indicated that the VOC contamination was likely due to an off-site, upgradient source. Based on these results, the initial Phase II ESA Report concluded that remediation of groundwater and subsurface soil to a depth greater than two feet was not warranted based on the planned use of the property for commercial development, the levels of contaminants and the limited chance for contact with subsurface soil and groundwater. It was, however, concluded that surface soil had been impacted by SVOCs and metals, and that remediation was warranted.

Based on the findings of the Phase II ESA, a Supplemental Phase II ESA sampling program was conducted at the site in March 2002, to delineate the vertical extent of the identified surface soil contamination at the property. The analytical results from the surface soil samples showed that PAHs and metals were present in surface and near-surface soil (to at least 18 inches below ground surface) over much of the Site.

### **1.3 Site Remediation**

The overall goal of the remedial program for the Site, as described in the ROD and December 2007 Remedial Action Work Plan (RAWP), was to eliminate or mitigate the significant threats to public health and/or the environment that were posed by the contaminated materials at the Site.

The factors considered during the selection of the remedy are those listed in 6NYCRR 375-1.8. The following are the components of the selected remedy:

1. Excavation of contaminated soil above the NYSDEC Technical and Administrative Guidance Manual (TAGM) 4046, with a minimum of 2 feet of soil across the site removed and disposed at an off-site facility;
2. Development of a Site Management Plan (SMP) to: (i) address residual contaminated soil that may be excavated from the Site during future redevelopment; (ii) evaluate the potential for vapor intrusion for any building that may be erected during future redevelopment; and (iii) identify any use restriction;
3. Filing of an Environmental Easement on the site to ensure future property owners comply with the requirements of the SMP and other site institutional controls;
4. Institutional controls, in the form of use and development restrictions, to impose on the use of groundwater as a source of potable or process water without necessary water quality treatment as determined by the Nassau County Department of Health, due to existing groundwater contamination migrating on-site from an off-site source; and,
5. Periodic certification by a professional engineer or environmental professional acceptable to the NYSDEC, which will certify that the institutional controls and engineering controls (ICs/ECs) put in place are unchanged from the previous certification and nothing has occurred that would impair the ability of the controls to protect public health or the environment or constitute a violation or failure to comply with the SMP.

Remedial activities completed at the Site were conducted in accordance with the NYSDEC-approved Remedial Design (RD) for the Gladsky Marine Site, Contract Number 2009-0100CDA, dated September 2009. Major components of the remedial program are presented below. The following list is not intended to be a comprehensive nor complete list of work performed at the Site.

- Demolition of on-site wood-frame structure, including hazardous materials abatement and disconnection of existing utilities;
- Closure of existing on-site sanitary Underground Injection Control (UIC) structures;

- Excavation and proper off-site disposal of semi-volatile organic compounds (SVOCs) and metals contaminated soil exceeding site-specific SCGs (NYSDEC Part 375, Restricted Residential Criteria), with a minimum of 2-feet of soil removed across the Site;
- Excavation and proper off-site disposal of asbestos containing soil located along the existing bulkhead, with a minimum of 2-feet of soil removed from this area;
- Excavation, removal and proper off-site disposal of a buried underground gasoline storage tank encountered during excavation activities;
- Removal and proper disposal of aboveground and buried miscellaneous debris;
- Collection of confirmation soil samples to determine final excavation depths, as well as, confirm achievement of site specific cleanup goals;
- Installation of a demarcation layer at the bottom of each excavation area to clearly distinguish limits of remedial excavations performed;
- Placement of backfill materials obtained from an off-site, certified clean source to achieve proper grading heights. All backfill materials were tested to confirm that they did not contain contaminants; and,
- Final site restoration consisting of the placement of 6-inches of topsoil and grass seed across the entire area of the Site.

Substantial completion of remedial construction activities was achieved on November 19, 2010 consistent with the remedial action by the ROD for the Site.

#### **1.4 Site Use and Redevelopment Phasing**

The Site is currently vacant and is surrounded by a chain link fence to prevent unauthorized access to the Site. However, the Site and surrounding area is proposed to be utilized as part of a mixed-use waterfront development combining residential, commercial, cultural, retail, recreational and entertainment uses to provide improved access to the waterfront area abutting Glen Cove Creek. Redevelopment on the Gladsky Marine Site includes the construction of a planned green space and pedestrian park. Although preliminary plans have been prepared for redevelopment of the Site and surrounding area, this redevelopment may occur in phases over several years. As such, implementation of the SMP, including Institutional and

Engineering Controls, Operations and Maintenance, etc., may also require revision as these phases of site redevelopment are implemented.

Prior to and during the redevelopment, the Controlled Property shall be subject to institutional and engineering controls that incorporate the requirements of the Record of Decision dated March 2006 (“ROD”) and are in a form that complies with 6 NYCRR 375-1.2, to mitigate exposure to soil exceeding NYSDEC unrestricted use criteria. All subsurface work on the Controlled Property must be conducted in accordance with this SMP. Notwithstanding the provisions set forth in ECL § 56-509(3), the State of New York shall not be responsible to reimburse any municipality (including their agents and assigns), successors in title, or any lessees or lenders for cost incurred for such SMP activities, including any investigation or remediation of any contamination at or from the Controlled Property.

The Site shall be subject to institutional and engineering controls that are required by the Environmental Easement, incorporate the requirements of the ROD and comply with 6 NYCRR 375, to mitigate exposure to soil exceeding NYSDEC unrestricted use criteria.

The procedures for conducting earthwork needed during Site development are described in Section 3.0 of this SMP. These procedures specify how the residual soil will be handled, sampled, reused and transported off-site. The following sections of this SMP provide more guidance and details regarding the elements of the institutional and engineering controls applicable to the Site for the permitted land use for construction related activities and post construction operation and maintenance, including periodic certification.

## **2.0 INSTITUTIONAL AND ENGINEERING CONTROL PLAN**

The Institutional and Engineering Control Plan details the steps necessary to manage and implement the institutional and engineering controls for the Site, consistent with the requirements of the Record of Decision (ROD) and NYSDEC DER-10 Technical Guidance for Site Investigation and Remediation (DER-10), dated May 2010.

The Institutional and Engineering Control Plan also identifies requirements to be placed on future Site development activities. These requirements are necessary so that any future activities at the Site do not result in unacceptable exposure of contamination to the public and the environment.

### **2.1 Description of Institutional Controls**

An Institutional Control (IC) is any non-physical means of enforcing a restriction on the use of real property that limits human and environmental exposure, restricts the use of groundwater, provides notice to the potential owners, operators, or members of the public, or prevents actions that would interfere with the effectiveness of the remedial program or with the effectiveness and/or integrity of operation, maintenance or monitoring activities at or pertaining to the Site. Types of ICs include, but are not necessarily limited to, environmental easements, deed restrictions, discharge permits, Site security (other than fencing), local permits, consent orders/decrees, zoning restrictions, hazardous waste site registry, deed notice, groundwater use restrictions, condemnation of property, and public health advisories. The Environmental Easement is an institutional control that requires compliance with the SMP so that:

- All Engineering Controls as specified in this SMP are operated and maintained;
- All Engineering Controls on the Site are inspected and certified at a frequency and in a manner defined in the SMP; and
- On-site environmental monitoring devices, including but not limited to soil vapor mitigation systems, will be protected and replaced if necessary to ensure the devices function in the manner specified in this SMP.

In addition, the Environmental Easement will ensure that:

- The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Nassau County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;
- Vegetable gardens and farming on the Site are prohibited;
- All future activities on the property that will disturb remaining contaminated material are prohibited unless they are conducted in accordance with this SMP;
- Vapor intrusion mitigation measures will be incorporated into any potential building construction on the Site;
- The property may be used for restricted residential use provided that the long-term Engineering and Institutional Controls included in this SMP are employed;
- The property may not be used for a higher use level than restricted residential;
- Single-family housing is prohibited; and,
- The Site owner submits to NYSDEC a written statement that certifies that: (1) controls employed at the Site are unchanged from the previous certification or that any changes to the controls were approved by the NYSDEC; and, (2) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a failure to comply with the SMP. This certification shall be submitted annually, unless otherwise approved by NYSDEC.

Adherence to these Institutional Controls is required by the Environmental Easement. The Institutional Controls will not be discontinued without an amendment to or extinguishment of the Environmental Easement.

## **2.2 Description of Engineering Controls**

An Engineering Control (EC) is any physical barrier or method employed to actively or passively contain, stabilize or monitor contamination, restrict the movement of contamination to provide for long-term effectiveness of the remedial program, or eliminate potential exposure pathways to contamination. Engineering controls include, but are not limited to, pavement, caps, covers, subsurface barriers, vapor barriers, slurry walls, building ventilation systems, fences,

access controls, treatment and filtrations systems, and alternate water supplies. The following sections describe the engineering controls to be put in place for the Gladsky Marine Site.

### 2.2.1 Cover System

Exposure to soil/fill left on-site after the remediation was completed is currently prevented and will continue to be prevented. The existing cover system comprises a cover of clean soil with a demarcation barrier separating cover soil from residual soil exceeding NYSDEC restricted residential SCOs. As part of redevelopment of the Site the following cover system will be maintained: a minimum of 24 inches of soil meeting NYSDEC restricted residential SCOs, asphalt pavement, concrete-covered sidewalks, or concrete building slabs, depending on the surface activities at any location. If soil below the demarcation layer is encountered during site redevelopment, it will be separated from the newly installed clean soil cover with a newly installed demarcation layer. The Soil Management Plan that appears in Section 3.0 outlines the procedures required to be implemented in the event the cover system is breached, penetrated or temporarily removed, and any underlying soil is disturbed. Procedures for the inspection and maintenance of this cover are provided in the Monitoring Plan included in Section 4.0 of this SMP. The Monitoring Plan also addresses severe condition inspections in the event that a severe condition such as major storm events (25-year storm event or greater), fire, etc., which may affect controls at the Site, occurs. The cover system is a permanent control and the quality and integrity of this system will be inspected at defined, regular intervals in perpetuity.

### 2.2.2 Soil Vapor Mitigation System

At this time there are no plans for the construction of structures on the property. However, in the event that a structure is constructed on the property, an evaluation will be performed to determine if a soil vapor mitigation system (SVMS) is needed. If it is determined that a SVMS is needed, plans and specifications for any SVMS to be installed at the site shall require NYSDEC and New York State Department of Health (NYSDOH) review/approval prior to implementation. The SVMS shall be developed in accordance with the most recent NYSDOH

“Guidance for Evaluating Vapor Intrusion in the State of New York,” or other more stringent applicable regulations/guidance documents. Measures to be employed to mitigate potential vapor intrusion (e.g., vapor barriers) shall also be evaluated, selected, designed, installed, and maintained based on the NYSDOH guidance, and construction details of the proposed on-site structures.

The purpose of the SVMS will be to mitigate the potential for subsurface soil vapors from entering the overlying structures. In general, the SVMS will consist of a series of perforated pipes installed within a bed of permeable gravel that is intended to create a negative pressure beneath the floor slab of the structures. Piping will be connected through a manifold that will ultimately be connected to an exhaust system. Impermeable barriers may also be installed on either the top and/or bottom of the floor slab as an added protective measure. The building floor slab will be installed above the piping. As described in Section 5.3, a site-specific and building-specific Operation, Maintenance and Monitoring plan shall be prepared in accordance with NYSDOH Soil Vapor Intrusion Guidance if a SVMS is installed at the Site. This plan shall describe minimum requirements for pre- and post-SVMS installation and monitoring. All SVMS shall be installed and monitored in accordance with NYSDOH Soil Vapor Intrusion Guidance. In the event that monitoring data collected as described in the OM&M plan indicates that the SVMS are no longer required, a proposal to discontinue the SVMS shall be submitted by the property owner to the NYSDEC and NYSDOH. The SVMS shall not be discontinued unless prior written approval is granted by the NYSDEC.

### **3.0 SOIL MANAGEMENT PLAN**

Soil exceeding Part 375 Unrestricted Use Standards currently on-site may be encountered during redevelopment construction and will remain on-site once construction is completed. Activities that may result in the exposure to this soil shall be addressed in accordance with this Site Management Plan (SMP).

Any proposed Site redevelopment work and all future intrusive work that will penetrate encounter or disturb the residual soil, and any modifications or repairs to the existing or future cover system will be performed in compliance with this SMP. Intrusive construction work must also be conducted in accordance with the procedures defined in a Health and Safety Plan (HASP) and Community Air Monitoring Plan (CAMP) prepared for the Site by the Owner's Contractor as part of Site redevelopment. The HASP that will be prepared by the Owner's Contractor is described in Section 8.0 of this SMP. In addition, any intrusive construction work will be performed in compliance with the SMP and will be included in the periodic inspection and certification reports (see Section 6.0).

#### **3.1 Excavation of Soil**

As discussed above, as part of the redevelopment of the Gladsky Marine Site, soil will be excavated or disturbed at the Site. In addition, once redevelopment of a portion or the entire site is completed, future excavation work may be conducted as necessary at the Site. Due to the potential for encountering soil exceeding the Part 375 Unrestricted Use Standards, any soil earthwork or excavation required as part of site redevelopment or future site maintenance must be handled appropriately and the NYSDEC will be notified at a minimum of 10 days prior to those earthwork or excavation activities.

During routine landscape maintenance of the property, including installation or removal of trees, shrubs, grasses, etc., every effort will be made not to penetrate the soil cover or disturb the remaining contamination. Techniques such as utilization of soil berms or cutting trees at the surface and not removing the root system will be performed, where appropriate. If it is

determined that work to be performed will penetrate the soil cover, appropriate notifications will be made and a determination with regard to the need to prepare and implement the Excavation Work Plan, HASP and CAMP will be made in consultation with the NYSDEC.

An Excavation Work Plan (EWP) will be developed by the Owner's Contractor prior to initiating any earthwork or excavation activities at the Site. The EWP, at a minimum, will be consistent with the requirements specified below for excavating, screening, handling, storing, sampling, transporting, and disposing of soil. The EWP will also specify that any backfill material used on-site will be from an approved off-site source and will meet or exceed 6 NYCRR Part 375 Restricted Residential SCOs. The EWP will identify the procedures for testing and certifying the backfill material. Reuse of any soil on-site as cover material within the top 2 feet of the final grade would require the performance of the same testing and certification as off-site backfill material.

#### 3.1.1 Earthwork and Excavation

Earthwork and excavation during construction or as part of future intrusive activities into areas subject to engineering controls will require a soil assessment. As-built drawings from the remedial activities identifying the location of the demarcation layer and depths of residual contamination are provided in Appendix C. Excess soil generated as part of any earthwork or excavation will be subject to certain handling procedures as outlined herein. For areas of the Site that will be subject to earthwork during redevelopment and soil below the demarcation barrier is encountered, the soil will either:

1. Remain in place and rely on an engineering control, in the form of a demarcation barrier and cover system comprised of a soil cover, building, concrete pad, and/or asphalt pavement, which complies with 6 NYCRR 375- 1.2(o);
2. Be excavated, stockpiled on impervious material and temporarily covered in another location on the Site and subsequently placed beneath an engineering control in the form of a demarcation barrier and cover system comprised of a soil cover, building, concrete pad and/or asphalt pavement that complies with 6 NYCRR 375- 1.2(o) upon approval of the NYSDEC; or,

3. Be excavated stockpiled and temporarily covered in another location on the Site and subsequently removed from the Site for proper handling, management and/or off-site disposal if considered excess soil.

A description of the excavated soil and measurements of the surface area and depths occupied by any excavated soil that is managed with an engineering control pursuant to 1) or 2) above, will be delineated on a Site plan/survey to be included as part of this SMP during the phases of redevelopment.

As part of the remedial activities performed at the Gladsky Marine Site, all excavated soil was subjected to environmental screening prior to staging on-site.

At a minimum, the following requirements apply to all excavations performed at the Site:

1. Excavation shall be conducted in one area at a time;
2. The maximum size bucket to be used for excavation shall be 5 cubic yards;
3. Each bucket shall be screened for staining, discoloration, odors and screened for the presence of VOCs using a Photoionization Detector (PID);
4. Screening results shall be made available to the on-site Engineer as the results are obtained;
5. Excavated materials shall be transported to a designated staging area for subsequent testing and analysis for off-site disposal or on-site reuse upon NYSDEC approval;
6. Excavated materials must be staged on top of and covered with polyethylene sheeting. Ten (10) mil thick sheeting shall be used to cover the top of stockpiles. A double layer of ten (10) mil thick sheeting shall be placed beneath potentially or known contaminated material to prevent contact with undisturbed soils. Stockpiles must be constructed to isolate the contaminated material from the environment;
7. Diversion measures must be employed to prevent storm water run-on and run-off to the stock piles;
8. Roll-off or equivalent units used to store contaminated material must be water tight;
9. Individual stockpiles shall not exceed a volume of 500 cubic yards;

10. Excavated soil shall not be used as part of the on-site cover system unless results of sample analysis have been reviewed by NYSDEC and reuse of the material on-site has been approved;
11. Excavation shall be performed in a manner that will prevent spills;
12. Excavation shall be accomplished by methods which preserve the undisturbed state of subsurface soils whenever possible; and,
13. Mobilization of the excavated soil shall be prevented through the use of polyethylene sheeting to cover any soil stockpiles or by using appropriate soil erosion control methods established at the end of each day of excavation activities.

#### 3.1.2 Confirmation Sampling

As the Site has formerly been remediated, endpoint sampling will not be needed in remediated areas above the demarcation layer. Endpoint sampling will be needed in areas where it has been documented that contamination was left in place. While endpoint sampling will not be needed in remediated areas, confirmation sampling to document any residual contamination that may remain in place, or is present, is required. Confirmation sampling will be performed in all excavations in compliance with NYSDEC DER-10 Technical Guidance for Site Investigation and Remediation, dated May, 2010. If any areas in the sidewalls and excavation bottoms exceed the PID action levels or if gross contamination (i.e., soils exhibiting staining, product, petroleum odors) or residual source material are encountered, such material will be excavated and properly disposed off-site.

#### 3.1.3 Waste Transportation and Disposal

The following requirements apply to the transportation and disposal of material excavated from the Site:

1. Sampling, classification, manifesting, labeling, transporting and disposing of material must be performed in accordance with all applicable federal, state, and local laws and regulations;
2. Materials removed from the Site must be transported directly to the disposal facility;

3. Sampling frequency, analysis methods, and analytical laboratory must meet the disposal facility requirements and be approved by the NYSDEC prior to removal of any material from the Site;
4. Letters of commitment must be obtained from disposal facilities to be used during the project. The letters should state that the disposal facility is permitted to accept and has the available capacity to receive the waste that will be shipped from the Site; and,
5. All vehicles must be properly decontaminated on an appropriate and approved decontamination pad before leaving the Site. All waste materials generated during the decontamination procedures must be containerized, characterized and disposed of properly.

#### 3.1.4 Backfill

The fill material used as backfill must meet the NYSDEC DER-10 requirements for documentation and testing. The following minimum requirements apply to the fill material used to restore the Site after excavation has been completed:

##### Off-Site Fill Material

1. Off-site fill must be uncontaminated pursuant to the remediation standards applicable to the Site. Off-site fill material to be used within the top two feet of final grade shall meet the requirements of NYSDEC Soil Cleanup Objectives (SCOs) for restricted residential use as defined in 6NYCRR Subpart 375. The top 6-inches shall be topsoil of sufficient quality to support grass/vegetative cover across the entire area of the Site;
2. Documentation of the quality of the off-site fill must be provided by a certification stating that it is clean material from a commercial or noncommercial source; and,
3. If documentation of the quality of the fill material cannot be provided, a backfill evaluation proposal, which identifies material characterization protocols, shall be submitted to and approved by the NYSDEC prior to the use of any backfill material.

##### On-Site Fill Material

1. On-site fill material may be reused for filling activities greater than two feet below final grade; and,

2. On-site fill material will be covered with a demarcation layer and two feet of clean soil meeting the requirements for off-site fill material described above.

Further backfill requirements will be provided in the Contract Documents for the Site redevelopment.

### **3.2 Dewatering**

Any dewatering activities required at the Site must be handled appropriately and the NYSDEC will be notified prior to those activities. The Owner or Owner's Contractor will obtain all necessary permits for dewatering. The application shall be submitted after the Contractor submits the following information:

- The proposed starting date of the dewatering operation;
- The name of the licensed well driller;
- The details of the dewatering system to be installed;
- The size, number and spacing of wells, well points, etc.;
- The pump capacity, pumping rate and expected volume of water to be withdrawn;
- The amount of water table drawdown;
- Water quality information and proposed treatment required;
- The final disposition of the water;
- The expected duration of the operation; and,
- All other requirements for a complete dewatering system.

The Owner's Contractor shall be required to obtain all necessary permits including the NYSDEC Region 1 Well Permit and if necessary a NYSDEC State Pollutant Discharge Elimination System (SPDES) permit.

## **4.0 MONITORING PLAN**

As part of this SMP, the monitoring program will include periodic inspections of the cover system to observe the integrity of the cover system as well as overall general Site conditions, and inspection and operation and maintenance activities related to any installed soil vapor mitigation systems (SVMS) that may be installed at the Site in the future. The monitoring program will be performed by the property Owner. This Monitoring Plan may only be revised with the approval of the NYSDEC.

### **4.1 Site Inspections**

#### **4.1.1 Site Cover**

Cover inspections will be performed by the Owner at the Site biannually and after major storm events (25-year storm event or greater) until Site redevelopment is initiated or at a frequency revised as approved by NYSDEC. Once portions of the Site have been redeveloped, the periodic Site cover inspections will also include observations of the condition of the newly installed components of the cover system by the Owner or Owner's Representative, comprising of 24 inches of clean soil cover in open areas, asphalt pavement, concrete-covered sidewalks, or concrete building slabs. Visual evidence of any erosion, deposition, differential subsidence, pothole development, or other adverse conditions that would compromise the integrity of the cover system will be photographed and noted in the field notebook. These inspections will be performed monthly once any phase of the redevelopment has been completed and will be reduced in frequency to biannually once the new cover has been established. Inspections will also be performed after significant weather events. Observations will be recorded in a field notebook dedicated to the project. Photographs will also be taken to document pertinent observations. If conditions are observed that require immediate action, the NYSDEC will be contacted by the Owner. During construction, Site cover inspections will be limited to undisturbed areas of the Site and areas where redevelopment has been completed.

#### 4.1.2 Soil Vapor Mitigation System

Routine inspections of installed soil vapor mitigation systems (SVMS) shall be performed by the Site Owner or Owner's Representative to ensure proper operation consistent with all approved plans. A visual inspection of the SVMS components will be conducted during each monitoring event. The SVMS components to be monitored include, but are not limited to, the following:

- Condition of existing floor slab and vapor barrier (if applicable);
- Vacuum blower;
- General system piping;
- Manometer(s); and,
- Area(s) immediately adjacent to the system discharge stack for the presence of fresh air intakes.

Other soil vapor mitigation measures shall be operated, inspected and maintained in accordance with manufacturer's recommendations or appropriate guidance, standards or regulations. A complete list of components to be checked will be provided in an Inspection Checklist which will be prepared by the Owner or Owner's Representative and appended to this document once the systems are installed. Generally, if any equipment readings are not within their typical range, any equipment is observed to be malfunctioning, or the system is not performing within specifications, maintenance and repair as per the Operation and Maintenance Plan will be performed. Once repairs or maintenance have been performed the system will be restarted. Operational problems will be noted in the subsequent Periodic Review Report.

## **5.0 OPERATION AND MAINTENANCE PLAN**

The Operation and Maintenance (O&M) of the Site will be performed as defined in this Site Management Plan by the Site Owner, unless modified pursuant to NYSDEC approval. The below description includes the O&M activities that will continue while the site remains undeveloped, as well as O&M activities that will be required once redevelopment of the Site has commenced. As stated in earlier sections of the Site Management Plan, redevelopment of the Site may occur in phases. It is the intention of this Site Management Plan to ensure that O&M of the Site will be performed by the Site Owner prior to Site redevelopment, during Site redevelopment and after all phases of Site redevelopment.

### **5.1 Fencing System**

The existing fencing system will be inspected on an annual basis to determine if the fence is adequately controlling unauthorized access to the Site. The inspection will also assess the need for repair to the fence or gate. These inspections will continue prior to redevelopment and during the phases of redevelopment to control unauthorized access to the portions of the Site that have not been redeveloped. Once redevelopment is completed, inspection of the fencing system will not be warranted as the fencing will no longer be in place.

### **5.2 Cover System**

The Site cover system will be inspected by the Site Owner prior to commencement of the redevelopment, during the phases of redevelopment and after the completion of Site redevelopment. Prior to redevelopment routine landscaping will be performed to maintain access for site inspections and monitoring. Once portions of the Site have been redeveloped, although inspection of the cover system will continue, it will include inspection of the soil cover as well as any new components of the cover system including the asphalt pavement, concrete sidewalks, foundations or other structural coverings.

There is the potential for existing or future soil cover system at the Site to be damaged. This damage could occur through non-intrusive activities such as erosion, differential settling, or intrusive activities including landscaping, tree planting or underground structure installation. Areas that have been damaged will be repaired by replacing the appropriate cover material, such as approved clean fill material to ensure maintenance of the cover, asphalt pavement, concrete sidewalks, foundations, etc. During repair of the soil cover, clean fill will be placed to within 0.5 feet bgs and then placing topsoil to a level matching surrounding grade. The topsoil should then be seeded or the area landscaped to reestablish the previous cover over the repaired area.

If erosion persists after repairs have been made, alternate repair methods will be evaluated. Placement of coarse rip-rap stone or other similar erosion controls measures may be required in erosion prone areas. A plan detailing the corrective measures to repair the damaged areas will be developed and submitted to NYSDEC for approval, prior to implementation of the repair.

### **5.3 Soil Vapor Mitigation Systems**

As described above, if buildings are constructed on-site and SVMS are installed, the Operation, Maintenance and Monitoring (OM&M) manual for these systems will be prepared by the Owner and included as an appendix to this SMP. The OM&M for the SVMS will be prepared in accordance with the requirements of New York State Department of Health (NYSDOH) Soil Vapor Intrusion Guidance, and shall be operated, inspected and maintained in accordance with manufacturer's recommendations or appropriate guidance, standards or regulations. Some anticipated routine maintenance activities associated with the SVMS include the following:

- Inspection of the concrete slabs and cleanouts linking the sub-slab drainage pipe to the footing drains to ensure they are removing any water that may accumulate below the slab;
- Performance of a pressure field extension test after any system is installed to verify there is a pressure differential created across the slab via ports installed thru the slab in representative areas within the building;
- Measure the vacuum/pressure head and flow rate at the blower;

- Inspect the SVMS visually for any damage;
- Test for presence of leaks with smoke detector tubes and fix any seal and leaks identified; and,
- The SVMS exhaust/discharge point should be located a minimum of 10 feet away from any window, intake or otherwise occupied space of the structure.

Non-routine maintenance activities associated with the SVMS may include the following:

- Replace the blowers and other parts, as needed, based on their life expectancy.

## **6.0 REPORT PREPARATION AND NOTIFICATIONS**

### **6.1 Periodic Review Reports**

A Periodic Review Report will be prepared and submitted to the NYSDEC by the Site Owner on an annual basis except for the first PRR. The first PRR will be prepared after approval of the SMP and will include the portion of the year following SMP approval and the complete following year. Subsequent reports will then be prepared on an annual basis. As discussed in previous sections, redevelopment of the Site is anticipated. This redevelopment will be completed in phases. The Periodic Review Report will continue to be prepared throughout the redevelopment phases and will include documentation of the work performed during the reporting period. The report will be submitted within 45 days of the end of each certification period. The Periodic Review Report will be prepared in accordance with NYSDEC DER-10 “Technical Guidance for Site Investigation and Remediation” requirements. The frequency of submittal of the Periodic Review Report may be modified with the approval of the NYSDEC. The Periodic Review Report will include the following:

1. Evaluation and assessment of the institutional and engineering controls required for the Site;
2. An evaluation of the Engineering and Institutional Control Plan and the Monitoring Plan for adequacy in meeting remedial goals;
3. Results of the required annual Site inspections and severe condition inspections, if any;
4. Results of the cover inspections and SVMS inspections;
5. All applicable inspection forms and other records generated for the Site during the reporting period;
6. Data summary tables and graphical representations of contaminants of concern by media, which include a listing of all compounds analyzed, along with the applicable standards, with all exceedances highlighted;
7. Results of all analyses, copies of all laboratory data sheets, and the required laboratory data deliverables for all samples collected during the reporting period will be submitted electronically in a NYSDEC-approved format;

8. A performance summary for the SVMS at the Site during the calendar year, including information such as:
  - The number of days the system was run for the reporting period;
  - A description of breakdowns and/or repairs along with an explanation for any significant downtime;
  - A description of the resolution of performance problems; and,
  - Comments, conclusions, and recommendations based on data evaluation.
9. A Site evaluation, which will address:
  - Compliance of the remedy with the ROD and SMP;
  - Performance and effectiveness of the remedy;
  - Identification of any needed repair or modification;
  - Conclusions or observations regarding the Site; and,
  - Recommendations regarding necessary changes to the remedy and or monitoring plan.
10. A cost evaluation, which will address:
  - Inspection, technical reporting and review; and,
  - Sampling and analysis.
11. Certification of the engineering and institutional controls; and,
12. A summary of the activities conducted pursuant to any notification made under the reasons listed in Section 6.4.

## **6.2 Certification of Engineering and Institutional Controls**

After the last inspection of the reporting period, a qualified environmental professional or Professional Engineer licensed to practice in New York State will sign and certify the document. The document will certify that:

- On-site engineering and institutional controls are unchanged from the previous certification;

- Site use is compliant with the environmental easement;
- Engineering and institutional controls remain in place and are effective;
- Remedial systems are performing as designed;
- Nothing has occurred that would impair the ability of the controls to protect the public health and environment;
- Nothing has occurred that would constitute a violation or failure to comply with any operation and maintenance plan for such controls;
- Access is available to the Site by NYSDEC and NYSDOH to evaluate the remedy and verify continued maintenance of such controls;
- The inspection of the Site to confirm the effectiveness of the institutional and engineering controls was performed under the direction of the individual making this certification;
- The work and conclusions described in the certification are in accordance with the requirements of the Site remedial program; and,
- The information presented in the certification is accurate and complete.

The signed certification will be included in the Periodic Review Report.

### **6.3 Corrective Measures Plan**

If any component of the remedy is found to have failed, or if the periodic certification cannot be provided due to the failure of an institutional or engineering control, a corrective measures plan will be submitted to the NYSDEC for approval. This plan will explain the failure and provide the details and schedule for performing work necessary to correct the failure. Unless an emergency condition exists, no work will be performed pursuant to the corrective measures plan until it is approved by the NYSDEC.

### **6.4 Notifications**

Notifications will be submitted by the property owner to NYSDEC as needed for the following reasons:

- 60-day advance notice of any proposed changes to the Site;
- 15-day advance notice of any proposed ground-intrusive activities that would encounter residual contaminants pursuant to the Soil Management Plan;
- Notice within 48-hours of any damage or defect to the foundations structures that reduces or has the potential to reduce the effectiveness of other Engineering Controls and likewise any action to be taken to mitigate the damage or defect;
- Notice within 48-hours of any emergency, such as a fire, flood, or earthquake that reduces or has the potential to reduce the effectiveness of Engineering Controls in place at the Site, including a summary of actions taken, or to be taken, and the potential impact to the environment and the public; and,
- Follow-up status reports on actions taken to respond to any emergency event requiring ongoing responsive action shall be submitted to the NYSDEC within 45 days and shall describe and document actions taken to restore the effectiveness of the engineering controls.

Any change in the ownership of the Site or the responsibility for implementing this SMP will include the following notifications:

- At least 60 days prior to the change, the NYSDEC will be notified in writing of the proposed change. This will include a certification that the prospective purchaser or transferee or responsible party has been provided with a copy of all approved work plans and reports, including this SMP; and,
- Within 15 days after the transfer of all or part of the Site or responsibility, the new responsible party's name, contact representative, and contact information will be confirmed in writing.

## 7.0 QUALITY ASSURANCE

Environmental sample analysis conducted at the Site, either as part of the redevelopment work or post-redevelopment, will be performed in accordance with the NYSDEC Analytical Services Protocol (ASP), latest revision. All data will be reported in accordance with the NYSDEC Division of Environmental Remediation EQuIS data reporting requirements. Prior to commencement of the redevelopment of the Site, the Owner's Contractor shall be required to prepare a site-specific Quality Assurance/Quality Control (QA/QC) Plan pertaining to sampling and analysis of media that will be either removed from the Site or brought there to be used on-site during Site redevelopment. This section will provide the basis for the sampling and analysis required to be performed during the Site redevelopment by the Owner's Contractor, as well as the sampling and analysis required for continued long-term operations, maintenance and monitoring for the Site to be performed by the Owner.

### 7.1 Data Quality Requirements and Assessments

Data quality requirements and assessments are provided in the NYSDEC ASP, which includes the detection limit for each analyte and sample matrix. Note that the quantification limits, estimated accuracy, accuracy protocol, estimated precision and precision protocol are determined by the laboratory and will be in conformance with the requirements of the NYSDEC ASP (latest revision) and/or USEPA SOW for organics and inorganics (latest revision), where applicable.

In addition to meeting the requirements provided in the NYSDEC ASP, the data must also be useful in evaluating the quality of media sampled. Data obtained during the sampling will be compared to SCGs. The SCGs to be used include:

| <u>Matrix</u> | <u>SCG</u>                                                         |
|---------------|--------------------------------------------------------------------|
| Soil          | NYSDEC Part 375 Restricted Residential-Use Soil Cleanup Objectives |

The methods of analysis will be in accordance with the NYSDEC ASP. Specific analytical procedures and laboratory QA/QC descriptions are not included in this SMP, but will be available upon request from the laboratory selected to perform the analysis. The laboratory will be New York Department of Health (NYSDOH) Environmental Laboratory Approved Program (ELAP) certified for organic and inorganic analyses.

#### 7.1.1 Data Representativeness

Samples may be collected from various media, either during Site redevelopment or during long-term operations, maintenance and monitoring being performed at the Site. Collection of representative data is necessary to ensure the data obtained is usable. Examples of methods for collection of representative samples are as follows:

- Soil – Samples will be obtained from the excavation floors, excavation sidewalls, stockpiles, etc. Samples will be collected using a dedicated polyethylene scoop;
- Equipment Calibration – Field equipment will be calibrated daily before use according to the manufacturer's procedures; and,
- Equipment Decontamination – Non sterile sampling equipment will be decontaminated prior to use at each location according to the NYSDEC approved procedures described in Section 7.3.

The site-specific QA/QC Plan prepared by the Owner's Contractor prior to redevelopment will include a more detailed description of data representativeness.

#### 7.1.2 Data Comparability

All data will be presented in the units designated by the methods specified by a NYSDOH ELAP certified laboratory and the NYSDEC ASP. In addition, sample locations, collection procedures and analytical methods from earlier studies will be evaluated for comparability with current procedures/methods.

### 7.1.3 Data Completeness

The acceptability of 100% of the data is desired as a goal for the project. The acceptability of less than 100% complete data, meeting all QA/QC protocols/standards, will be evaluated on a case-by-case basis.

## 7.2 **Detailed Sampling Procedures**

Environmental samples may be collected from different locations as part of the redevelopment of the Site and continued long-term operations, maintenance and monitoring. It is anticipated that soil samples may be collected and may consist of samples collected from soil stockpiles, excavation floors and sidewalls. Sampling procedures and equipment are described in this section.

Disposable sampling equipment will be utilized for this project to the extent practicable. There will be several steps taken after the transfer of the sample into the sample container that are necessary to properly complete collection activities. Once the sample is transferred into the appropriate container, the container will be capped and, if necessary, the outside of the container will be wiped with a clean paper towel to remove excess sampling material. The container will not be submerged in water in an effort to clean it. Rather, if necessary, a clean paper towel moistened with distilled/deionized water will be used.

The sample container will then be properly labeled. Information such as sample number, location, collection time and sample description will be recorded in the field logbook. Associated forms (e.g., Chain of Custody forms) will then be completed and will stay with the sample. The samples will be packaged in a manner that will allow the appropriate storage temperature (4°C) to be maintained during shipment to the laboratory.

### 7.2.1 Sample Identification

Each sample container will have a label of durable material affixed to it, which specifies the following sample information:

- Sample location;
- Sample type;
- Sample identification number (including well designation);
- Name(s) of sampler(s);
- Date and time of sample collection;
- Container number for that sample, if more than one container is used (e.g., #1 of 4); and,
- Laboratory analyte.

All samples collected during the work will be labeled with a sample identification code. The code will identify the sample type, sample location and QA/QC requirements

### 7.2.2 Sample Preservation, Handling and Shipment

All analytical samples will be placed in the appropriate sample containers as specified in the NYSDEC ASP. The holding time criteria identified for the individual methods of the ASP will be followed.

Prior to packaging any sample for shipment, the sample containers will be checked for proper identification and compared to the field logbook for accuracy. The samples will then be wrapped with a cushioning material. Sample containers will be placed in a cooler with ice immediately after sample collection and maintained at 4°C throughout the duration of the sampling event and subsequent shipment to and storage at the analytical laboratory until analysis.

All necessary documentation required to accompany the sample during shipment will be placed in a sealed plastic bag and taped to the underside of the cooler lid. The cooler will then be sealed with packaging tape and custody seals will be placed in such a manner that any opening of the cooler prior to arrival at the laboratory can be detected.

All samples will be shipped for laboratory receipt within 48 hours of sample collection in accordance with NYSDEC requirements. The laboratory will be notified prior to the shipment of the samples.

### 7.2.3 Soil

1. Be certain that the sample location is noted in the field log book;
2. If a dedicated sampling device is not used, be certain that the sampling equipment has been decontaminated utilizing the procedures outlined in Section 7.3;
3. Remove laboratory pre-cleaned sample container from sample cooler, label container with an indelible marker, and fill out Sample Information Record and Chain of Custody Form;
4. At the sample location, clear surface debris (e.g., vegetation, rocks, twigs, etc.). Collect an adequate amount of soil using a decontaminated or disposable scoop and/or sterile wooden tongue depressor. Transfer the sample directly into the sample container;
5. Return the sample container to the cooler; and,
6. If reusable, decontaminate the sampling equipment according to the procedures described in Section 7.3.

## 7.3 **Decontamination Procedures**

All field sampling equipment should be sterile and dedicated to a particular sampling point. In instances where this is not possible, a field cleaning (decontamination) procedure will be used in order to reduce the chances of cross-contamination between sample locations. A decontamination station will be established for all field activities.

### 7.3.1 Field Decontamination Procedures

All non-disposable equipment will be decontaminated at appropriate intervals (e.g., prior to initial use, prior to moving to a new sampling location and prior to leaving the Site). Different decontamination procedures are used for various types of equipment that perform the field activities as discussed below. When using field decontamination, it is advisable to start sampling in the area of the Site with the lowest contaminant probability and proceed through to the areas of highest suspected contamination.

### 7.3.2 Decontamination Procedures for Sampling Equipment

Teflon, PVC, polyethylene, polystyrene and stainless steel sampling equipment decontamination procedures will be the following:

- Wash thoroughly with non-residual nonionic anionic detergent (such as Alconox) and clean potable tap water using a brush to remove particulate matter or surface film;
- Rinse thoroughly with tap water;
- Rinse thoroughly with distilled water;
- Rinse in a well ventilated area with methanol (pesticide grade) and air dry;
- Rinse thoroughly with distilled water and air dry; and,
- Wrap completely in clean aluminum foil with dull side against the equipment. For small sampling items, such as scoops, decontamination will take place over a drum specifically used for this purpose.

The first step, a soap and water wash, is to remove all visible particulate matter and residual oils and grease. This is followed by a tap water rinse and a distilled/deionized water rinse to remove the detergent. Next, a high purity solvent rinse is designated for trace organics removal. Methanol has been chosen because it is not an analyte of concern in the Target Compound List (TCL). The solvent must be allowed to evaporate and then a final distilled/deionized water rinse is performed. This rinse removes any residual traces of the solvent. The aluminum wrap protects the equipment and keeps it clean until it is used at another sampling location.

## **7.4 Laboratory Sample Custody Procedures**

A NYSDOH ELAP laboratory meeting the requirements for sample custody procedures, including cleaning and handling sample containers and analytical equipment will be used. The laboratory's standard operating procedures will be available upon request.

## **7.5 Field Management Documentation**

Proper management and documentation of field activities is essential for necessary work to be conducted in an efficient and high quality manner. Field management procedures include following proper Chain of Custody procedures to track a sample from collection through analysis, noting when and how samples are to be composited (if required), preparing a Location Sketch, completing Sample Information Record Forms, Chain of Custody Forms, maintaining a daily Field Log Book, preparing Daily Field Activity Reports, completing Field Change Forms and filling out a Daily Air Monitoring Form. Proper completion of these forms and the field log book are necessary to support the consequent actions that may result from the sample analysis. This documentation will support that the samples were gathered and handled properly.

### **7.5.1 Location Sketch**

Each sampling point shall have its own location sketch with permanent references, to the maximum extent practicable.

### **7.5.2 Sample Information Record**

At each sampling location, the Sample Information Record Form is filled out and maintained including, but not limited to, the following information:

- Site name;
- Sample crew;

- Sample location;
- Field sample identification number;
- Date;
- Time of sample collection;
- Weather conditions;
- Temperature;
- Sample matrix;
- Method of sample collection and any factor that may affect its quality adversely;
- Field test results;
- Constituents sampled; and,
- Remarks (Sample Compositing Information).

### 7.5.3 Chain of Custody

The Chain of Custody (COC) is initiated at the laboratory with bottle preparation and shipment to the Site. The COC remains with the sample at all times and bears the name of the person assuming responsibility for the samples. This person is tasked with ensuring secure and appropriate handling of the bottles and samples. When the form is complete, it should indicate that there were no lapses in sample accountability.

A sample is considered to be in an individual's custody if any of the following conditions are met:

- It is in the individual's physical possession; or,
- It is in the individual's view after being in his or her physical possession; or,
- It is secured by the individual so that no one can tamper with it; or,
- The individual puts it in a designated and identified secure area.

In general, Chain of Custody Forms are provided by the laboratory contracted to perform the analytical services. At a minimum, the following information shall be provided on these forms:

- Project name and address;
- Project number;
- Sample identification number;
- Date;
- Time;
- Sample location;
- Sample type;
- Analysis requested;
- Number of containers and volume taken;
- Remarks;
- Type of waste;
- Sampler(s) name(s) and signature(s); and,
- Spaces for relinquished by/received by signature and date/time.

Chain of Custody Forms provided by the laboratory will be utilized.

The Chain of Custody Form is filled out and signed by the person performing the sampling. The original of the form travels with the sample and is signed and dated each time the sample is relinquished to another party, until it reaches the laboratory or analysis is completed. The field sampler keeps one copy and a copy is retained for the project file. The sample container must also be labeled with an indelible marker with a minimum of the following information:

- Project name/site;

- Sample number;
- Analysis to be performed;
- Date of collection; and,
- Compositing information.

A copy of the completed form is returned by the laboratory with the analytical results.

#### 7.5.4 Split Samples

Whenever samples are being split with another party, a Receipt for Samples Form must be completed and signed. A copy of the COC Form will accompany this form.

#### 7.5.5 Field Log Book

Field log books must be bound and should have consecutively numbered water resistant pages. All pertinent information regarding the Site and sampling procedures must be documented. Notations should be made in log book fashion, noting the time and date of all entries. Information recorded in this notebook should include, but not be limited to, the following:

The first page of the log contains the following information:

- Project name and address;
- Name, address and phone number of field contact;
- Owner and address, if different from above; and,
- Suspected contamination, including concentrations.

Daily entries are made for the following information:

- Purpose of sampling;

- Location of sampling point;
- Number(s) and volume(s) of sample(s) taken;
- Description of sampling point and sampling methodology;
- Date and time of collection, arrival and departure;
- Collector's sample identification number(s);
- Sample distribution and method of storage and transportation;
- References, such as sketches of the sampling Site or photographs of sample collection;
- Field observations, including results of field analyses (e.g., pH, temperature, specific conductance), water levels, drilling logs, and organic vapor and dust readings; and,
- Signature of personnel responsible for completing log entries.

#### 7.5.6 Daily Field Activity Report

At the end of each day of field work, the Field Operations Manager, or designee, completes this form noting personnel on-site and summarizing the work performed that day, equipment, materials and supplies used, results of field analyses, problems and resolutions. This form is then signed and is subject to review.

#### 7.5.7 Field Changes and Corrective Actions

Whenever there is a required or recommended investigation/sampling change or correction, a Field Change Form must be completed.

### 7.6 **Calibration Procedures and Preventative Maintenance**

The following information regarding equipment will be maintained for the project:

1. Equipment calibration and operating procedures that will include provisions for documentation of frequency, conditions, standards and records reflecting the calibration procedures, methods of usage and repair history of the measurement system;

2. Calibration of field equipment will be done daily at the sampling Site so that any background contamination can be taken into consideration and the instrument calibrated accordingly; and,
3. Critical spare parts, necessary tools and manuals will be on hand to facilitate equipment maintenance and repair.

Calibration procedures and preventive maintenance, in accordance with the NYSDEC ASP, for laboratory equipment is contained in the laboratory's standard operating procedures and is available upon request.

## **7.7 Performance of Field Audits**

During field activities, the QA/QC officer may accompany sampling personnel into the field to verify that the Site sampling program is being properly implemented and to detect and define problems so that corrective action can be taken. All findings will be documented and provided to the Field Operations Manager.

## **7.8 Control and Disposal of Contaminated Material**

In general, soiled personal protective equipment (PPE) and disposable sampling equipment (i.e., bailers, tongue depressors, scoops) will be considered solid waste and contained and disposed off-site. If hazardous waste contamination of PPE or disposable equipment is suspected, due to elevated measurements of screening instruments, visual observations, odors or other means, PPE and equipment will be drummed and secured on-site until a hazardous waste determination can be made. Once a determination has been made, an approved disposal method will be employed.

## **7.9 Documentation, Data Reduction and Reporting**

A NYSDOH ELAP laboratory meeting requirements for documentation, data reduction and reporting will be used. All data will be cataloged according to sampling locations and sample identification nomenclature.

NYSDEC “Sample Identification and Analytical Requirement Summary” and “Sample Preparation and Analysis Summary” forms (for VOA Analysis, B/N-A Analysis, Pesticides/PCB Analysis and Inorganic Analysis) will be completed and included with each data package. The sample tracking forms are required and supplied by the NYSDEC ASP.

#### **7.10 Data Validation**

Data validation will be performed in order to define and document analytical data quality in accordance with NYSDEC requirements that investigation data must be of known and acceptable quality. The analytical and validation processes will be conducted in conformance with the NYSDEC ASP (latest revision) and/or USEPA SOWs (latest revision).

Because the NYSDEC ASP is based on the USEPA CLP, the USEPA Functional Guidelines for Evaluating Organics Analyses for the Contract Laboratory Program (CLP) will assist in formulating standard operating procedures (SOPs) for the data validation process. The data validation process aims to make sure that all analytical requirements specific to the QA/QC plan are followed. Procedures will address validation of Routine Analytical Services (RAS) results based on the NYSDEC ASP Target Compound List and Target Analyte List for standard sample matrices.

The data validation process will provide an informed assessment of the laboratory’s performance based upon contractual requirements and applicable analytical criteria. The report generated as a result of the data validation process will provide a base upon which the usefulness of the data can be evaluated by the end user of the analytical results. The overall level of effort and specific data validation procedure to be used will be equivalent to a “100% validation” of all data in any given data package.

“Qualified” analytical results for any one field sample will be established and presented based on the results of specific QC samples and procedures associated with its sample analysis group or batch. Precision Accuracy criteria (i.e., QC acceptance limits) will be used in determining the need for qualifying data. Where test data have been reduced by the laboratory, the method of reduction will be discussed in the report. Reduction of laboratory measurements and laboratory

reporting of analytical parameters will be verified in accordance with the procedures specified in the NYSDEC and USEPA program documents for each analytical method (i.e., recreate laboratory calculations and data reporting in accordance with the method specific procedure).

The standard operating guideline manuals for any specific analytical methodology required will specify documentation needs and technical criteria and will be taken into consideration in the validation process. Copies of the complete data package and the data validation report, including laboratory result data report sheets, with any qualifiers deemed appropriate by the data reviewer, and supplementary field QC sample result summary statement, will be provided.

The following is a description of the two-phased approach to data validation which will be used for this investigation. The first phase is called checklisting and the second phase is the analytical quality review, with the former being a subset of the latter.

- Checklisting – The data package will be checked for correct submission of the contract required deliverables, correct transcription from the raw data to the required deliverable summary forms and proper calculation of a number of parameters.
- Analytical Data Review – The data package will be closely examined to recreate the analytical process and verify that proper and acceptable analytical techniques have been performed. Additionally, overall data quality and laboratory performance will be evaluated by applying the appropriate data quality criteria to the data to reflect conformance with the specified, accepted QA/QC standards and contractual requirements.

At the completion of the data validation, a Data Usability Summary Report (DUSR) will be prepared.

## **7.11 Performance and System Audits**

A NYSDOH ELAP laboratory which has satisfactorily completed performance audits and performance evaluation samples shall be used.

## **7.12 Corrective Action**

A NYSDOH ELAP laboratory shall meet the requirements for corrective action protocols, including sample “cleanup” to attempt to eliminate/mitigate “matrix interference.”

The NYSDEC ASP protocols include both mandatory and optional sample cleanup and extraction methods. GPC cleanup is required for soil samples by the NYSDEC ASP for semivolatile and pesticide/PCB analyses in order to meet contract required detection limits. Florisil column cleanup is required for the pesticide/PCB fraction of both soil and water samples. There are several optional cleanup and extraction methods noted in the NYSDEC ASP protocol. These include: Silica gel column cleanup, acid-base partition, steam distillation and sulfuric acid cleanup for PCB analysis.

It should be noted, that if these optional cleanup and extraction methods are requested by NYSDEC, holding time requirements should not be exceeded due to negligence of the laboratory.

## **7.13 Trip Blanks (Travel Blanks)**

The primary purpose of this type of blank is to detect additional sources of contamination that might potentially influence contaminant values reported in actual samples both quantitatively and qualitatively. The following have been identified as potential sources of contamination:

- Laboratory reagent water;
- Sample containers;
- Cross contamination in shipment;
- Ambient air or contact with analytical instrumentation during preparation and analysis at the laboratory; and,
- Laboratory reagents used in analytical procedures.

A trip blank consists of a set of 40 ml sample vials filled at the laboratory with laboratory demonstrated analyte free water. Trip blanks should be handled, transported and analyzed in the same manner as the samples acquired that day, except that the sample containers themselves are not opened in the field. Rather, they just travel with the sample cooler. Trip blanks must accompany samples at a rate of one per shipment. The temperature of the trip blanks must be maintained at 4°C while on-site and during shipment. Trip blanks must return to the laboratory with the same set of bottles they accompanied in the field.

The purpose of a trip blank is to control sample container preparation and blank water quality as well as sample handling. Thus, the trip blank travels to the Site with the empty sample container, and back from the Site with the collected samples, in an effort to simulate sample handling conditions. Contaminated trip blanks may indicate inadequate bottle cleaning or blank water of questionable quality. Trip blanks are implemented only when collecting water samples, and analyzed for VOCs only.

#### **7.14 Matrix Spikes/Matrix Spike Duplicates and Spiked Blanks**

Matrix spike samples and blanks are quality control procedures, consistent with NYSDEC ASP specifications, used by the laboratory as part of its internal Quality Assurance/Quality Control program. The matrix and matrix spike duplicates are aliquots of a designated sample (water or soil) which are spiked with known quantities of specified compounds. They are used to evaluate the matrix effect of the sample upon the analytical methodology as well as to determine the precision of the analytical method used. A matrix spike blank is an aliquot of analyte-free water, prepared in the laboratory, and spiked with the same solution used to spike the MS and MSD. The MSB is subjected to the same analytical procedure as the MS/MSD and used to indicate the appropriateness of the spiking solution by calculating the spike compound recoveries. The procedure and frequency regarding the MS, MSD and MSB are defined in the NYSDEC ASP.

## 7.15 Method Blanks

A method blank is an aliquot of laboratory water or soil which is spiked with the same internal and surrogate compounds as the samples. Its purpose is to define and determine the level of laboratory background contamination. Frequency, procedure and maximum laboratory containment concentration limits are specified in the NYSDEC ASP as follows:

The laboratory shall prepare and analyze one laboratory reagent blank (method blank) for each group of samples of a similar matrix (for water or soil samples), extracted by a similar method (separatory funnel, continuous liquid extraction or sonication) and a similar concentration level (for volatile and semivolatile soil samples only) for the following, whichever is most frequent:

- Each case of field samples received; or,
- Each 20 samples in a case, including matrix spikes and reanalyses; or,
- Each 7 calendar day period during which field samples in a case were received (said period beginning with the receipt of the first sample in that sample delivery group); or,
- Whenever samples are extracted.

Volatile analysis requires one method blank for each 12-hour time period when volatile target compounds are analyzed.

Semivolatile and pesticide method blanks shall be carried through the entire analytical process from extraction to final GC/MS or GC/EC analysis, including all protocol performance/delivery requirements.

## **8.0 HEALTH AND SAFETY**

A site-specific Health and Safety Plan (HASP) for the redevelopment work will be prepared by the Owner's Contractor. The HASP shall be consistent with the requirements of NYSDEC DER-10, OSHA (29 CFR 1910 and 1926), federal, state and local authorities. Once redevelopment is completed the Site specific Health and Safety Plan will become an appendix to this SMP. The Health and Safety Plan will be followed during any ground intrusive activities that may encounter contaminated soil at the Site. During Site redevelopment, the Contractor shall be required to monitor the health and safety conditions during all phases of the Work and fully enforce the HASP. The work to be performed will result in possible chemical exposures. Therefore, the Owner's Contractor shall be responsible to perform all work in accordance with the applicable regulatory requirements/recommendations of the NYSDEC, USEPA and OSHA.

All necessary and appropriate Owner's Contractor on-site personnel shall have completed OSHA training and medical monitoring requirements for work on hazardous waste Sites.

The Owner's Contractor shall also be responsible for performing air monitoring for volatile organic compounds and particulates at both upwind and downwind locations to document real time levels of contamination which might be moving off-site in accordance with the New York State Department of Health (NYSDOH) Community Air Monitoring Plan (CAMP). The CAMP will be prepared by the Owner's Contractor as part of the site-specific HASP. The HASP and CAMP will be updated and resubmitted with the notification of any ground intrusive activities.

### **8.1 Contingency Plan**

The HASP will also include a contingency plan to address emergencies such as injury to personnel, fire or explosion, environmental release, or serious weather conditions. In the event of any environmentally related situation or unplanned occurrence requiring assistance, the Owner or Owner's representative(s) should contact the appropriate party from the contact list (see Table 8-1).

**Table 8-1**  
**EMERGENCY CONTACT NUMBERS**

|                                      |                                                               |
|--------------------------------------|---------------------------------------------------------------|
| Medical, Fire, and Police:           | 911                                                           |
| One Call Center:                     | (800) 272-4480<br>(3-day notice required for utility markout) |
| Poison Control Center:               | (800) 222-1222                                                |
| Pollution Toxic Chemical Oil Spills: | (800) 424-8802                                                |
| NYSDEC Spills Hotline                | (800) 457-7362                                                |

Since soil exceeding unrestricted use criteria remains at the Site, assurance of the health and safety of on-site personnel and future occupants of the property is imperative. As discussed previously, the Site is planned for redevelopment. The redevelopment will require implementation of health and safety procedures to protect the health and safety of Owner's contractors performing the redevelopment work, as well as the adjacent receptors simultaneously. These procedures will be included in the HASP prepared by the Owner's Contractor.

## **APPENDIX A**

### **SURVEY MAP, METES AND BOUNDS**

RIGHT-OF-WAY TAKING - PORTION OF PARCEL 5  
SECTION 21, BLOCK A, LOT 12

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF GARVES POINT ROAD (60 FOOT RIGHT-OF-WAY), SAID POINT BEING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 49°46'54" WEST A DISTANCE OF 85.48 FEET FROM THE POINT OF BEGINNING OF PARCEL 5 PRIOR TO THE GARVES POINT ROAD RIGHT-OF-WAY TAKING, AND RUNNING THENCE;

1. SOUTH 35°53'08" EAST A DISTANCE OF 18.74 FEET TO A POINT, THENCE;
2. SOUTH 53°17'56" WEST A DISTANCE OF 72.77 FEET TO A POINT, THENCE;
3. SOUTH 23°52'35" WEST A DISTANCE OF 8.14 FEET TO A POINT, THENCE;
4. SOUTH 53°17'56" WEST A DISTANCE OF 288.50 FEET TO A POINT OF CURVATURE, THENCE;
5. ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1038.50 FEET, AN ARC LENGTH OF 75.87 FEET, WHOSE CHORD BEARS SOUTH 55°23'10" WEST A CHORD DISTANCE OF 75.85 FEET TO A POINT OF CURV, THENCE;

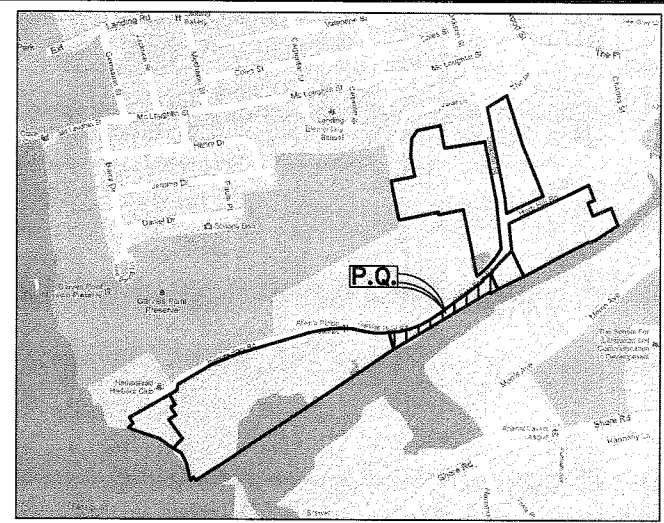
6. NORTH 35°18'04" WEST A DISTANCE OF 5.92 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF GARVES POINT ROAD, THENCE, THE FOLLOWING FIVE (5) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY;
7. NORTH 56°52'34" EAST A DISTANCE OF 29.99 FEET TO A POINT, THENCE;
8. NORTH 52°53'34" EAST A DISTANCE OF 387.26 FEET TO A POINT, THENCE;
9. NORTH 51°03'42" EAST A DISTANCE OF 17.42 FEET TO A POINT, THENCE;
10. NORTH 33°48'28" WEST A DISTANCE OF 9.97 FEET TO A POINT, THENCE;
11. NORTH 49°47'07" EAST A DISTANCE OF 8.97 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 3,384 SQUARE FEET OR 0.078 ACRES MORE OR LESS.

REMAINING AREA DESCRIPTION - PORTION OF PARCEL 5  
SECTION 21, BLOCK A, LOT 12

BEGINNING AT A POINT, SAID POINT BEING SOUTH 35°53'08" EAST A DISTANCE OF 18.74 FEET FROM THE POINT OF BEGINNING OF PARCEL 5 RIGHT-OF-WAY TAKING, AND RUNNING THENCE;

1. SOUTH 35°53'08" EAST A DISTANCE OF 98.48 FEET TO A POINT, THENCE;
2. SOUTH 62°03'16" WEST A DISTANCE OF 11.12 FEET TO A POINT, THENCE;
3. NORTH 42°38'43" WEST A DISTANCE OF 11.55 FEET TO A POINT, THENCE;
4. SOUTH 54°18'17" WEST A DISTANCE OF 58.17 FEET TO A POINT, THENCE;
5. SOUTH 57°11'34" WEST A DISTANCE OF 232.49 FEET TO A POINT, THENCE;
6. SOUTH 55°53'51" WEST A DISTANCE OF 40.38 FEET TO A POINT, THENCE;
7. ALONG THE MEAN HIGH WATER LINE, AS THE SAME MAY MOVE FROM TIME TO TIME BY NATURAL FORCES OF ACCRETION OR REDUCTION 131 FEET MORE OR LESS TO A POINT, THENCE;
8. NORTH 35°18'04" WEST A DISTANCE OF 28.26 FEET TO A POINT IN THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF GARVES POINT ROAD, THENCE, THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY;
9. ON A CURVE TO THE LEFT HAVING A RADIUS OF 1038.50 FEET, AN ARC LENGTH OF 75.87 FEET, WHOSE CHORD BEARS NORTH 55°23'10" EAST A CHORD DISTANCE OF 75.85 FEET TO A POINT, THENCE;
10. SOUTH 53°17'56" EAST A DISTANCE OF 288.50 FEET TO A POINT, THENCE;
11. SOUTH 23°52'35" WEST A DISTANCE OF 8.14 FEET TO A POINT, THENCE;
12. SOUTH 53°52'35" WEST A DISTANCE OF 72.77 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,190 SQUARE FEET: OR 0.716 ACRES MORE OR LESS.



VICINITY MAP  
N.T.S.

- LEGEND
- STORM INLET
  - SIGN
  - UTILITY POLE
  - FIRE HYDRANT
  - LIGHT
  - BOLLARD POST
  - TELEPHONE
  - GAS
  - UNDERGROUND ELECTRIC
  - OVERHEAD WIRES
  - CHAIN LINK FENCE
  - EDGE OF PAVEMENT
  - ELECTRIC BOX
  - IRON PIPE/IRON PIN
  - CONCRETE MONUMENT
  - TREE
  - WATER VALVE
  - GAS VALVE
  - CLEANOUT
  - MONITORING WELL
  - SANITARY MANHOLE
  - STORM MANHOLE
  - ELECTRIC MANHOLE
  - TELEPHONE MANHOLE
  - WATER MANHOLE
  - CORNER TO BE SET

PAULUS, SOKOLOWSKI AND  
SARTOR, PC

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WARREN, NEW JERSEY 07059  
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CERTIFICATE OF AUTHORIZATION NO. 246A28032700

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LOT 114  
N.Y.S.P.C.S.  
10 GARVES PT. RD. CORP.  
PARCEL 6  
SECTION 21  
BLOCK A, LOT 114  
33,456 SF.  
0.768 AC.

P.O.B. PARCEL 5  
N: 252769.6975  
E: 1083604.1871

P.O.B.  
PARCEL 5  
N: 252809.1032  
E: 1083662.6120

R=409.50'  
L=43.49'(43.42'DEED)  
CB=N50°15'23"E  
CL=43.47'(43.40'DEED)

P.O.B. PARCEL 5  
R.O.W. TAKING  
N: 252769.6975  
E: 1083604.1871

P.O.B. PARCEL 5  
REMAINING  
N: 252746.1367  
E: 1083613.9981

SANITARY  
SEWER  
EASEMENT

GARVES POINT  
(60' R.O.W.)

PARCEL 5  
SECTION 21  
BLOCK A, LOT 12  
PORTION OF PARCEL 5  
REMAINING AREA  
(31,190 S.F. ± / 0.716 AC. ±)  
ENVIRONMENTAL EASEMENT AREA  
PORTION OF PARCEL 5  
(34,574 S.F. ± / 0.794 AC. ±)

APPROXIMATE  
MEAN HIGH WATER  
ELEVATION 3.34

100' WIDE AS PER  
DEC 11719, PG 392

100' NAVIGABLE CHANNEL  
CORPS

COVE

GLEN

COVE

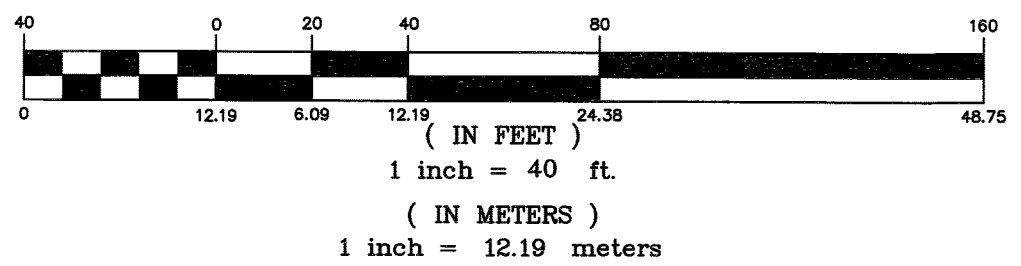
COVE

COVE

COVE

COVE

GRAPHIC SCALE



ENVIRONMENTAL EASEMENT AREA ACCESS

The DEC or their agent may access the environmental easement area as shown hereon through any existing street access or building ingress/egress access point.

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 New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, New York 12233 or at "derweb@dec.ny.gov".

THIS SURVEY IS CERTIFIED TO:

- The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation.
- Glenn Cove Industrial Development Agency and/or City Of Glen Cove and each of their respective successors
- Chicago Title Insurance Company
- Fidelity National Title Insurance Company

PROJECT

GLEN ISLE - GLEN  
COVE WATERFRONT  
REDEVELOPMENT

CITY OF GLEN COVE  
NASSAU COUNTY, NEW YORK

SHEET TITLE

ENVIRONMENTAL EASEMENT  
FOR GLADSKY MARINE SITE  
SECTION 21, BLOCK A, LOT 12  
51 GARVES POINT ROAD,  
GLEN COVE, NEW YORK

JOB NO.: 03610-001

DATE: 08/27/2014

DRAWN: CFA

CHECK: J.V.

SCALE: 1"=40'

BINDING ORDER:

SHEET 1 OF 1

SHEET NO.

S-1

**APPENDIX B**

**ENVIRONMENTAL EASEMENT**  
**(PROVIDED UNDER SEPARATE COVER)**



**Phillips Lytle LLP**

**Via E-mail & FedEx**

Benjamin Conlon, Esq.  
New York State Department of  
Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, New York 12233

May 13, 2016

Re: Glen Cove Community Development Agency  
Waterfront Revitalization Project - Gladsky Property  
(Site No. E1-30-152)

Dear Ben:

Enclosed please find:

- (a) Environmental Easement (2 executed originals);
- (b) Environmental Easement Checklist with addendum (1 executed original);
- (c) Copy of the current deed for Glen Cove Community Development Agency owned property;
- (d) Copy of current deed for City of Glen Cove owned property;
- (e) Copy of the tax map;
- (f) Proof of authority for the Glen Cove Community Development Agency;
- (g) Proof of authority for the City of Glen Cove;
- (h) Legal description of the easement areas;
- (i) Survey of the easement area (1 original);
- (j) Draft Notice to Municipality; and
- (k) Transfer Tax Form TP-584 (2 executed originals).

We request that the Environmental Easement be accepted on behalf of the NYSDEC.

ANTHONY J. IACCHETTA

DIRECT 585 238 2069 AIACCHETTA@PHILLIPSLYTLE.COM

ATTORNEYS AT LAW

28 EAST MAIN STREET SUITE 1400 ROCHESTER, NY 14614-1935 PHONE 585 238 2000 FAX 585 232 3141

NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | WASHINGTON, DC | CANADA: WATERLOO REGION | PHILLIPSLYTLE.COM



Benjamin Conlon, Esq.  
May 13, 2016  
Page 2

Please feel free to call with any questions or comments.

Respectfully Submitted,

Phillips Lytle LLP

By

Anthony J. Iacchetta  
AJI/brs

Enclosures

cc: Rosalie K. Rusinko  
Bradford Burns  
Myralee S. Machol  
Gregory J. Allen  
Morgan G. Graham

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

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Glen Cove Community Development Agency, having an office at Glen Cove City Hall, 9-13 Glen Street, Glen Cove, New York 11542, County of Nassau, State of New York (the “CDA”) and the City of Glen Cove, having an office at Glen Cove City Hall, 9-13 Glen Street, Glen Cove, New York 11542, County of Nassau, State of New York (the “City”) (the CDA and the City are 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 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**, CDA, is the owner of real property located at 51 Garvies Point Road in the City of Glen Cove, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau County as tax map parcel numbers: a portion of Section 21, Block A, Lot 12, being the same as that property conveyed to CDA by deed dated March 26, 2002 and recorded in the Nassau County Clerk’s Office in Liber 11475, Page 117 (and Correction Deed dated October 14, 2010 recorded in said office at Liber 12663, Page 882 and Correction Deed dated August 20, 2013 recorded in said office at Liber 12892, Page 223). The property subject to this Environmental Easement (the “CDA Controlled Property”) comprises approximately .716 acres, and is hereinafter more fully described as “Portion of Parcel 5 Remaining Area” in the Land Title Survey dated August 27, 2014 prepared by Jaroslava

**Vonder**, which will be attached to the Site Management Plan. The CDA Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the City, is the owner of real property located at 51 Garvies Point Road in the City of Glen Cove, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau County as tax map parcel numbers: a portion of Section 21, Block A, Lot 12, being the same as that property conveyed to the City by deed dated as of August 13, 2015 and delivered for recording in the **Nassau County Clerk's Office**. The property subject to this Environmental Easement (the "City Controlled Property") comprises approximately .078 acres, and is hereinafter more fully described as "Proposed R.O.W. Taking" in the Land Title Survey dated August 27, 2014 prepared by **Jaroslava Vonder**, which will be attached to the Site Management Plan. The City Controlled Property description is set forth in and attached hereto as Schedule B. The CDA Controlled Property and the City Controlled Property are collectively referred to as the "Controlled Property"; 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 State Assistance Contract No. C303148, 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 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 treatment 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 and the Nassau County Department of Health;

(5) If and to the extent required by the SMP, 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) If and to the extent required by the SMP, 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; and

(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. Prior to and during the redevelopment, the Controlled Property shall be subject to Institutional and Engineering Controls that incorporate the requirements of the Record of Decision dated March 2006 ("ROD") and are in a form that complies with 6 NYCRR 375-1.2, to mitigate exposure to soil exceeding NYSDEC unrestricted use criteria. All subsurface work on the Controlled Property must be conducted in accordance with the SMP. Notwithstanding the provisions set forth in ECL § 56-509(3), the State of New York shall not be responsible to reimburse any municipality (including their agents and assigns), successors in title, or any lessees or lenders for costs incurred for such SMP activities, including any investigation or remediation of any contamination at or from the Controlled Property.

C. The Controlled Property shall not be used for Residential Purposes as defined in 6 NYCRR 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.

D. 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

E. 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.

F. 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 the following 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.**

G. 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.

H. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, 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.

I. The parties acknowledge and agree that Grantor, as allowed by permit, may replace or reconstruct any existing bulkhead and extend the newly replaced or reconstructed bulkhead up to eighteen (18) inches seaward of the existing bulkhead without the need to replace or amend this Environmental Easement. Any additional lands created as part of a bulkhead replacement or reconstruction shall be subject to the requirements and controls of this Environmental Easement and the corresponding SMP.

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 to this Environmental Easement;

5. Enforcement

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

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

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach

or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

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

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

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

Parties shall address correspondence to:      Site Number: E130152  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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





**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: \_\_\_\_\_

Robert Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me, the undersigned, personally appeared Robert Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York

**SCHEDULE "A" PROPERTY DESCRIPTION**

**SCHEDULE "B" PROPERTY DESCRIPTION**

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

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Glen Cove Community Development Agency, having an office at ~~Glen Cove City Hall, 9-13 Glen Street, Glen Cove, New York 11542, County of Nassau, State of New York~~ (the "CDA") and the City of Glen Cove, having an office at ~~Glen Cove City Hall, 9-13 Glen Street, Glen Cove, New York 11542, County of Nassau, State of New York~~ (the "City") (the CDA and the City are 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 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**, CDA, is the owner of real property located at 51 Garvies Point Road in the City of Glen Cove, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau County as tax map parcel numbers: a portion of Section 21, Block A, Lot 12, being the same as that property conveyed to CDA by deed dated March 26, 2002 and recorded in the Nassau County Clerk's Office in Liber 11475, Page 117 (and Correction Deed dated October 14, 2010 recorded in said office at Liber 12663, Page 882 and Correction Deed dated August 20, 2013 recorded in said office at Liber 12892, Page 223). The property subject to this Environmental Easement (the "CDA Controlled Property") comprises approximately .716 acres, and is hereinafter more fully described as "Portion of Parcel 5 Remaining Area" in the Land Title Survey dated August 27, 2014 prepared by Jaroslava

**Vonder**, which will be attached to the Site Management Plan. The CDA Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the City, is the owner of real property located at 51 Garvies Point Road in the City of Glen Cove, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau County as tax map parcel numbers: a portion of Section 21, Block A, Lot 12, being the same as that property conveyed to the City by deed dated as of August 13, 2015 and delivered for recording in the **Nassau County Clerk's Office**. The property subject to this Environmental Easement (the "City Controlled Property") comprises approximately .078 acres, and is hereinafter more fully described as "Proposed R.O.W. Taking" in the Land Title Survey dated August 27, 2014 prepared by **Jaroslava Vonder**, which will be attached to the Site Management Plan. The City Controlled Property description is set forth in and attached hereto as Schedule B. The CDA Controlled Property and the City Controlled Property are collectively referred to as the "Controlled Property"; 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 State Assistance Contract No. C303148, 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 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 treatment 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 and the Nassau County Department of Health;

(5) If and to the extent required by the SMP, 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) If and to the extent required by the SMP, 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; and

(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. Prior to and during the redevelopment, the Controlled Property shall be subject to Institutional and Engineering Controls that incorporate the requirements of the Record of Decision dated March 2006 ("ROD") and are in a form that complies with 6 NYCRR 375-1.2, to mitigate exposure to soil exceeding NYSDEC unrestricted use criteria. All subsurface work on the Controlled Property must be conducted in accordance with the SMP. Notwithstanding the provisions set forth in ECL § 56-509(3), the State of New York shall not be responsible to reimburse any municipality (including their agents and assigns), successors in title, or any lessees or lenders for costs incurred for such SMP activities, including any investigation or remediation of any contamination at or from the Controlled Property.

C. The Controlled Property shall not be used for Residential Purposes as defined in 6 NYCRR 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.

D. 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

E. 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.

F. 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 the following 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.**

G. 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.

H. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, 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.

I. The parties acknowledge and agree that Grantor, as allowed by permit, may replace or reconstruct any existing bulkhead and extend the newly replaced or reconstructed bulkhead up to eighteen (18) inches seaward of the existing bulkhead without the need to replace or amend this Environmental Easement. Any additional lands created as part of a bulkhead replacement or reconstruction shall be subject to the requirements and controls of this Environmental Easement and the corresponding SMP.

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 to this Environmental Easement;

5. Enforcement

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

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

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach

or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

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

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

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

Parties shall address correspondence to:      Site Number: E130152  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

**Glen Cove Community Development Agency:**

By: Nyabwira Machol

Print Name: Myralee Machol

Title: Executive Director      Date: May 2, 2016

## CDA's Acknowledgment

[illegible]

On the 2nd day of May, in the year 2016, before me, the undersigned, personally appeared Myralea Machol, 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

**CAMILLE BYRNE**  
Notary Public, State of New York  
No. 01BY4729113  
Qualified in Nassau County  
Commission Expires January 31, 2019

By:

Date: May 2, 2016

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:

Robert Schick, Director  
Division of Environmental Remediation

## Grantee's Acknowledgment

[illegible]

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me, the undersigned, personally appeared Robert Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

**SCHEDULE "A" PROPERTY DESCRIPTION**

**SCHEDULE "B" PROPERTY DESCRIPTION**

**ENVIRONMENTAL EASEMENT  
CHECKLIST/CERTIFICATION  
SITE No. E1-30-152**

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the checklist indicating that they have fully completed the checklist. The Department will not accept submissions which have not been signed as being accurate and complete by both the Remedial Party and Attorney. Where the property owner is not the Remedial Party, the Department also requires the Owner to sign the checklist.

**1) Special Circumstances**

The last owner search was completed and the deed transfer is by Quit Claim or other restricted transfer deed ☒ Yes ☐ No

The property in the Brownfield Cleanup Agreement includes lands under water  
☐ Yes ☒ No

The property has multiple owners ☒ Yes ☐ No

If you answered "Yes" to any of these items, contact the Department's Environmental Easement contact person for a determination as to whether further title work is necessary. See attached submittal.

**2) Verification of ownership of the property**

- ☒ Submit documentation (such as a corporate resolution) that the signatory on the easement has authority to sign the Easement
- ☒ Ownership of the property matches the current deed.
- ☒ Verification reviewed and included for authority to sign Easement.
- ☒ Updated copies of legal organizational documents have been reviewed and are included. Examples of the appropriate documentation will include, for:
  - corporations: articles of incorporation, organizational agreements, minutes of annual meetings, resolutions, authorities for signature;
  - partnerships: a copy of the partnership agreement; verification that necessary parties are participating in the Easement;
  - trusts: trust agreement, affidavit of no change in the trust; and
  - estates: estate letters, powers of attorney.

**3) Verification of Property Subject to Easement**

- ☒ Description of the property for the Easement and DEC Agreement/Order/SAC matches description of property in the deed (Separate submittal must be included to explain to the satisfaction of the Department why there is any discrepancy). See attached
- ☒ The Tax Map identifier (SBL) matches on all documents. submittal.

#### 4) Survey Review

- ☒ Survey includes metes and bounds description.
- ☒ Survey includes a graphic scale.
- ☒ Survey includes Tax Map Section, Block and Lot.
- ☒ Survey includes physical address and is consistent with the DEC Agreement/Order/SAC.
- ☒ The survey must bear the name, address, telephone number, signature and certification of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions.
- ☒ The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- ☒ The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
- ☒ Diagrams must be accurately presented.
- ☒ The point of beginning of the legal description must be shown.
- ☒ The legal description must be correct.
- ☒ The legal description must state the acreage.
- ☒ If the deed(s) description differs from the measured bearings/angles/distances, both must be indicated on the survey.
- ☒ The survey must show the location of all buildings/monuments/overlaps/encroachments upon the surveyed property with their locations defined by measurement perpendicular to the nearest perimeter boundaries.
- ☒ The survey must depict the location of visible improvements within five feet of each side of boundary lines.
- ☒ The survey must show ponds, lakes, springs, rivers or a natural water boundary bordering on or running through the surveyed property; the survey must measure the location of the natural water boundary and note on the survey the date of the measurement.
- ☒ The survey must correctly depict the environmental easement area with corresponding metes & bounds description and acreage, and include the following sentence: *"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 New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at [derweb@dec.ny.gov](mailto:derweb@dec.ny.gov)".* This reference must be located on the face of the survey and be in at least 15-point type.
- ☒ If the survey consists of more than one sheet, sheets must be numbered and the total number of sheets must be indicated on each sheet.

- ☒ In addition to county-specific requirements, submittal of the approved survey to the Department must include the following:
- A "D" sized copy (24" x 36") of the final signed, stamped map
  - A 600 DPI scan of the final signed, stamped map
  - An Autocad .dwg or exported .dxf file of the polyline (at a minimum) of the final survey

## **5) Submissions**

- ☒ The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

### **PLEASE READ THE FOLLOWING CAREFULLY**

The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

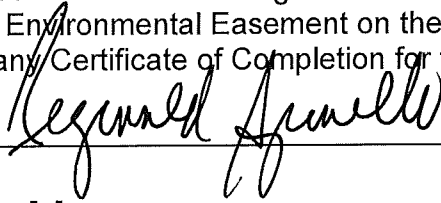
### Statement of Certification and Signatures

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: 05-02-2016 Signature: \_\_\_\_\_



Print Name: Reginald Spinello, Mayor

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for City of Glen Cove (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

PHILLIPS LYTTLE LLP

Date: May 13, 2016 Signature: \_\_\_\_\_



Print Name: Anthony J. Iacchetta, Esq.

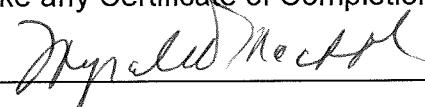
Attachment

### Statement of Certification and Signatures

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: 5/2/16 Signature: 

Print Name: Myrilee Machol, Executive Director

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for Glen Cove Community Development Agency (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

PHILLIPS LYTLE LLP

Date: May 13, 2016 Signature: 

Print Name: Anthony J. Iacchetta, Esq.

Attachment

## Attachment A

**Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:**

- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party's attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

**Hard copy submission shall be sent to:**

Bradford Burns, Esq.  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, NY 12233-1500

ADDENDUM TO  
ENVIRONMENTAL EASEMENT CHECKLIST/CERTIFICATION

- 1) **Special Circumstances:** The NYSDEC was already made aware that the Glen Cove Community Development Agency transferred title to a portion of the site to the City of Glen Cove as part of the Garvies Point/Herb Hill Road Highway Construction Project.
- 2) **Verification of Property Subject to Easement:** The legal descriptions prepared by the surveyor match the legal descriptions in the deeds except for minor variations that are referenced on the survey map. Also, the surveyed legal descriptions differ from the deed descriptions because portions of the property conveyed by the deed are past the mean high water mark. It should be noted that the site is only a portion of the property identified as Section 21, Block A, Lot 12.



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 08-23-2013  
Recorded Time: 9:50:53 a

Liber Book: D 12982  
Pages From: 223  
To: 226

Record and Return To:  
EAST COAST ABSTRACT INC  
100 QUENTIN ROOSEVELT BLVD  
STE 101  
GARDEN CITY, NY 11530

Control  
Number: 291  
Ref #: RE 001725  
Doc Type: D09 DEED CORRECTION COMMERCIAL/VAC

Refers to: Book: D 12663 Page: 882

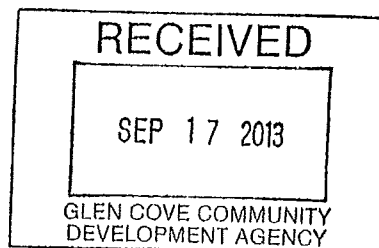
| Location:        | Section | Block    | Lot   | Unit |
|------------------|---------|----------|-------|------|
| GLEN COVE (2806) | 0021    | 0000A-00 | 00012 |      |

|        |                  |        |
|--------|------------------|--------|
|        | Taxes Total      | .00    |
| EXO001 | Recording Totals | 465.00 |
|        | Total Payment    | 465.00 |

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED  
MAUREEN O'CONNELL  
COUNTY CLERK



2013082300291



Eca 45155

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 20<sup>th</sup> day of August, two thousand and thirteen

BETWEEN

THE CITY OF GLEN COVE, having offices at 9-13 Glen Street, Glen Cove, New York 11542

party of the first part, and

GLEN COVE COMMUNITY DEVELOPMENT AGENCY, having offices at 9-13 Glen Street, Glen Cove, New York 11542

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in

The City of Glen Cove, County of Nassau and State of New York, as more particularly described on Schedule A annexed hereto.

BEING AND INTENDED TO BE the same premises described in the deed to the parties of the first part herein by deed dated October 14, 2010 and recorded October 27, 2010 in the County of Nassau in Liber 12663 Page 882.

THIS INDENTURE is intended to be a correction deed to correct that certain Correction Deed dated October 14, 2010 made by The City of Glen Cove to Glen Cove Community Development Agency and recorded October 27, 2010 in Liber 12663 of Deeds Page 882, which deed description was based on a previous survey of the premises, which had errors in the location of the lines of Garvies Point Road and Glen Cove Creek. A new survey was conducted that disclosed the errors and therefore the Schedule A annexed to this deed reflects the new correct description of the premises.

TAX MAP  
DESIGNATION

Section: 21

Block: A

Lot(s): 12

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

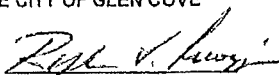
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



THE CITY OF GLEN COVE

By: 

Ralph V. Suozzi  
Mayor

## SCHEDULE A

### Description of Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, being known as Section 12, Block A, Lot 12 on the Land & Tax Map of Nassau County bounded and described as follows:

**BEGINNING** at a point in the southerly right-of-way line of Garvies Point Road, said point being the following four (4) courses along said southerly right-of-way line from its intersection with the southerly right-of-way line of Herb Hill Road;

- a. South 05 degrees 31 minutes 54 seconds east a distance of 224.98 feet, thence;
- b. South 32 degrees 09 minutes 06 seconds west a distance of 99.02 feet to a point, thence;
- c. South 41 degrees 45 minutes 11 seconds west a distance of 114.02 feet to a point, thence;
- d. South 49 degrees 23 minutes 06 seconds west a distance of 8.94 feet (9.22 feet deed) to the point or place of beginning, and running thence;
1. Along the westerly line of Lot 114, Section 21, Block A, south 25 degrees 24 minutes 21 seconds east a distance of 127.79 feet (128.18 feet deed) to a point thence, the following three (3) courses along the northerly line of Glen Cove Creek;
2. South 56 degrees 39 minutes 17 seconds west a distance of 69.05 feet to a point, thence;
3. North 33 degrees 20 minutes 43 seconds west a distance of 13.15 feet to a point, thence;
4. South 56 degrees 39 minutes 17 seconds west a distance of 813.91 feet to a point, thence;
5. Along the easterly line of Lot 1, Section 21, Block 269, north 14 degrees 48 minutes 01 seconds west a distance of 133.24 feet (133.53 feet deed) to a point of cusp in the southerly right-of-way line of Garvies Point Road, thence, the following six (6) courses along said southerly right-of-way line;
6. On a curve to the left having a radius of 530.00 feet, an arc length of 256.13 feet, whose chord bears north 70 degrees 16 minutes 38 seconds east a chord distance of 253.65 feet to a point, thence;
7. North 56 degrees 52 minutes 34 seconds east a distance of 123.17 feet to a point, thence
8. North 52 degrees 53 minutes 34 seconds east a distance of 387.26 feet to a point, thence
9. North 51 degrees 03 minutes 42 seconds east a distance of 17.42 feet to a point; thence;
10. North 33 degrees 48 minutes 26 seconds west a distance of 9.97 feet to a point; thence;
11. North 49 degrees 46 minutes 54 seconds east a distance of 85.48 feet to the point of BEGINNING.

Containing an area of 73,277 square feet or 1,682 acres

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE**

State of New York, County of Nassau ss:

State of New York, County of \_\_\_\_\_ ss:

On the 20<sup>th</sup> day of August In the year 2013  
before me, the undersigned, personally appeared

On the \_\_\_\_\_ day of \_\_\_\_\_ In the year \_\_\_\_\_  
before me, the undersigned, personally appeared

**Ralph V. Suozzi, Mayor**

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

**Notary Public, State of New York**  
**No. 02TY4949780**  
**Qualified in West County**  
**Commission Expires June 12, 2014**

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of \_\_\_\_\_

ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ In the year \_\_\_\_\_, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision)

In

(and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED**  
**WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. ECA44070

**THE CITY OF GLEN COVE**  
**TO**  
**GLEN COVE COMMUNITY DEVELOPMENT AGENCY**

SECTION 21  
BLOCK A  
LOT 12  
COUNTY OR TOWN Nassau  
STREET ADDRESS S/S of Garvies Point Road  
Glen Cove, New York

Recorded at Request of  
CHICAGO TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

East Coast Abstract, Inc.  
100 Quentin Roosevelt Blvd  
Suite 101  
Garden City, New York 11530

East Coast Abstract, Inc.  
100 Quentin Roosevelt Blvd  
Suite 101  
Garden City, New York 11530

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

ea 45155

MAUREEN O'CONNELL  
NASSAU COUNTY CLERK



**OFFICE OF THE COUNTY CLERK**

240 OLD COUNTRY ROAD  
MINEOLA, NEW YORK 11501-4249  
TELEPHONE: 516 571-2664  
FAX: 516 742-4099

[WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/](http://WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/)

RECEIVED

SEP 17 2013

GLEN COVE COMMUNITY  
DEVELOPMENT AGENCY

Greetings:

I am pleased to enclose your document (Deed, Mortgage or Satisfaction of Mortgage) recorded by this office. You should keep this document with other important papers for future use. The first page of the document is a receipt for the recording fees which have already been paid. **There are no fees owed by you.**

If the enclosed recorded document is a Satisfaction of Mortgage, please be aware that you need to notify the local Receiver of Taxes in your town, village and/or city to be billed directly for future property tax statements which were previously included in your mortgage payments. **You must contact your local Receiver of Taxes as soon as possible to avoid late charges.** For your convenience, I have provided a quick reference of town and city telephone numbers below.

Again, I am pleased to provide you with the "original" recorded document. Also please be aware that a permanent record of the attached document is retained by this office should you need a certified copy in the future.

**Towns & Cities**

|                                                  |                                             |
|--------------------------------------------------|---------------------------------------------|
| <b>Town of Hempstead</b><br>(516) 489-5000       | <b>City of Glen Cove</b><br>(516) 676-2000  |
| <b>Town of North Hempstead</b><br>(516) 869-6311 | <b>City of Long Beach</b><br>(516) 431-1000 |
| <b>Town of Oyster Bay</b><br>(516) 624-6497      |                                             |

Kind regards,

*Maureen O'Connell*

MAUREEN O'CONNELL  
Nassau County Clerk

For additional information about the services provided by the  
Office of the County Clerk, visit the web:

[www.nassaucountyny.gov/agencies/clerk/](http://www.nassaucountyny.gov/agencies/clerk/)



@clerkoconnell



Find us on  
Facebook

(E)  
RECORD AND RETURN TO:  
Phillips Lytle LLP  
1305 Franklin Avenue, Suite 200  
Garden City, New York 11530  
Attn: Milan K. Tyler, Esq.

QUIT CLAIM DEED

THIS INDENTURE, made the <sup>50th</sup> 13<sup>th</sup> day of August, 2015.

BETWEEN, GLEN COVE COMMUNITY DEVELOPMENT AGENCY, a New York public benefit corporation, having its office at 9-13 Glen Street, Glen Cove, New York 11542,

party of the first part, and

THE CITY OF GLEN COVE, a New York State municipal corporation with an address at City Hall, 9 Glen Street, Glen Cove, New York 11542,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the party of the second part, do hereby remise, release and quitclaim unto the party of the second part, and the heirs or successors and assigns of the party of the second part forever,

21  
A  
noted  
2  
ALL THAT TRACT OR PARCEL OF LAND, ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau and State of New York being known and designated as Section 21, Block A, Lot 12 on the Land and Tax Map of the County of Nassau and designated as Parcel Nos. 22, 23 and 24 as shown on the Acquisition Map No. 14 attached hereto as Exhibit A.

PROPERTY ADDRESS: part of 51 Garvies Point Road, City of Glen Cove, New York

SECTION: 21

BLOCK: A

noted LOT: 12

COUNTY: NASSAU

Being and intending to convey a portion of the same premises that was conveyed to the party in the first part by deed dated March 26, 2002 and recorded May 16, 2002 in Liber 11475, of Deed, Page 117, as corrected by deed dated October 14, 2010 and recorded on October 27, 2010, as further corrected by deed dated August 20, 2013 and recorded August 23, 2013 in Liber 12982, Page 223.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

SUBJECT TO an environmental easement to be placed upon the subject premises on or after the date hereof by the party of the first part.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND, the party of the first part, in compliance with Section 13 of the Lien Law, covenant that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

This conveyance is not all or substantially all of the party in the first part's assets and is made in the ordinary course of business.

[SIGNATURES ON THE FOLLOWING PAGE]

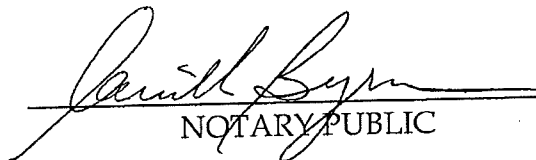
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year set forth in the acknowledgment and this deed was delivered the day and year first above written.

GLEN COVE COMMUNITY DEVELOPMENT  
AGENCY

By:   
Name: Myralee Machol  
Its: Executive Director

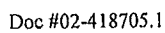
STATE OF NEW YORK                    )  
                                                  ) ss.:  
COUNTY OF NASSAU                 )

On the 4<sup>th</sup> day of August in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Myralee Machol personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

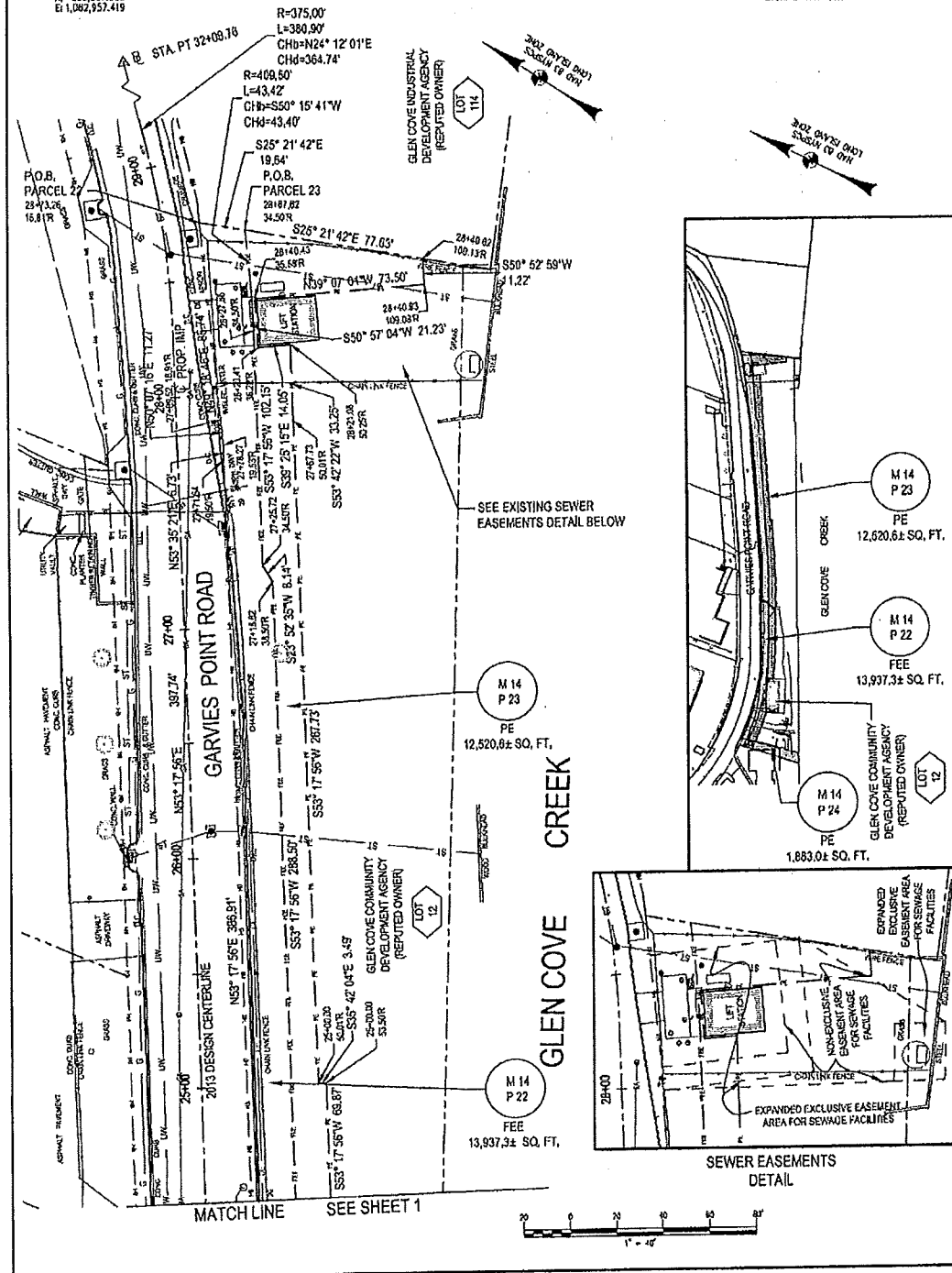
  
NOTARY PUBLIC

**CAMILLE BYRNE**  
Notary Public, State of New York  
No. 01BY4729113  
Qualified in Nassau County  
Commission Expires January 31, 2019

Part of  
Section 21,  
Block A, lot 12



Portion of 2004 Nassau County Tax Map:  
Section: 21 Block: A Lot: 12  
City of Glen Cove  
County of Nassau  
Town of North Hempstead  
State of New York



GARVIES POINT ROAD

CITY OF GLEN COVE  
ACQUISITION MAP  
PIN 0759.34

MAP NO. 14  
PARCEL NO. 22, 23, 24  
SHEET 3 OF 4 SHEETS

Map Reference Information

Described Property

Parcel No. 22  
N: 252,809,180  
E: 1,083,662,513

Parcel No. 23  
N: 252,781,435  
E: 1,083,670,922

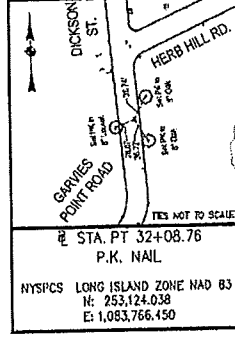
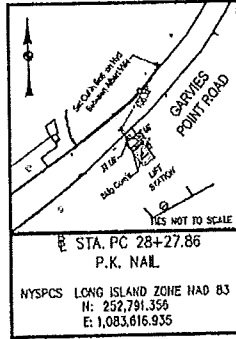
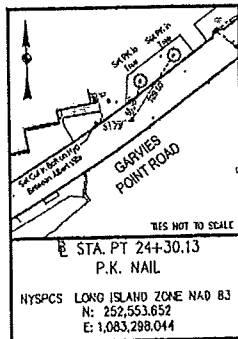
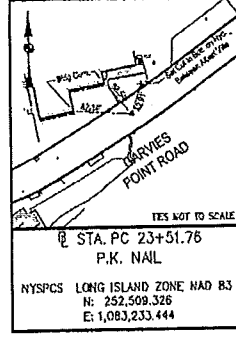
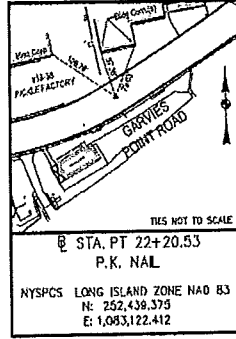
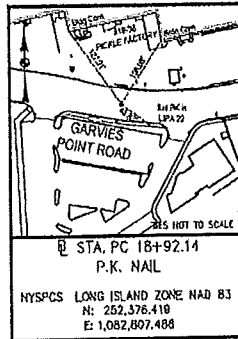
Parcel No. 24  
N: 252,337,388  
E: 1,082,957,419

GLEN COVE COMMUNITY  
DEVELOPMENT AGENCY  
(REPUTED OWNER)  
CCD: LIBER 11475 CP 117

Parcel Summary

Acquisition Type: P22: EEE  
P23, P24: PERM. EASEMENT

Portion of 2004 Nassau County Tax Map:  
Section 21 Block A Lot 12  
City of Glen Cove  
County of Nassau  
Town of North Hempstead  
State of New York



PREPARED BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_ FINAL CHECKED BY: \_\_\_\_\_

All that piece or parcel of property designated as Parcel No. 22, as shown on the accompanying map, to be acquired in Fee

A permanent easement to be exercised in, on and over the property above delineated for the purpose of constructing slopes and appurtenances thereto as established for and by the construction or reconstruction of the project herein identified, and for the repair and maintenance of such slopes and appurtenances thereto. Such easement shall be exercised in, on and over all that piece or parcel of property designated as Parcel No. 23, as shown on the accompanying map.

RESERVING, however to the owner of any right, title or interest in and to the property delineated as Parcel No(s) 23, above, and such owner's successors and assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

A permanent easement to be exercised in, on and over the property above delineated for the purpose of constructing, reconstructing and maintaining thereon a drainage pipeline and appurtenance in and to all that piece or parcel of property designated as Parcel No. 24, as shown on the accompanying map.

RESERVING, however to the owner of any right, title or interest in and to the property delineated as Parcel No(s) 24 above, and such owner's successors and assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

Map of property showing (1) Parcel No. 22 to be acquired in fee, and (2) Parcel No. 23, 24, 25 in and to which an easement as herein above defined is to be acquired, each of which the Mayor of the City of Glen Cove deems necessary to be acquired by appropriation in the name of the People of the City of Glen Cove for purposes connected with the highway system of the City of Glen Cove pursuant to the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America and the State of New York in or to said property.

GLEN COVE COMMUNITY  
DEVELOPMENT AGENCY  
(Reputed Owner)

P22 - FEE: 13,937.3± SQ. FT  
P23 - PE: 12,520.8± SQ. FT  
P24 - PE: 1,883.0± SQ. FT

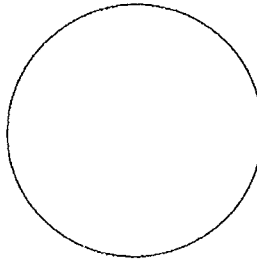
"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSOT policies, standards and procedures.

Date \_\_\_\_\_ 20\_\_

Zahidul Blackman, L.S.

P.L.S. License No. 47397



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date \_\_\_\_\_ 20\_\_

Reginald Spinnella  
Mayor  
City of Glen Cove

PREPARED BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_ FINEL CHECKED BY: \_\_\_\_\_

City of Glen Cove V2300-Construction/Reconstruction - NAD83, SACS, Eng, Construction, Map 14, (4) Last Modified: Aug 16, 2014; Prepared by: MapInfo

## **Description of Real Property**

### **City of Glen Cove**

### **Nassau County, New York**

### **Proposed Acquisition known as Map 14 Parcel 22**

#### **Nassau County Land and Tax Map Designation**

#### **Section 21, Block A, Lot 12**

All that certain plot piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau, Town of North Hempstead and State of New York. Said land being part of an acquisition on Garvies Point Road and shown on a City of Glen Cove, Acquisition Map, New York State Department of Transportation Project Identification Number 0759.34 and dated April 22, 2015 and is bounded and described as follows:

**BEGINNING** at Station 28+73.26 and 15.81 feet right on the 2013 Design Centerline as shown on the reference acquisition map. Said point is also on the City of Glen Cove highway boundary line;

**RUNNING THENCE** South 25° 21' 42" East a distance of 19.64 feet to a point;

**THENCE** with a curve to the right with an arc distance of 43.42 feet, a radius of 409.50 feet, a chord bearing of South 50° 15' 41" West, a chord length of 43.40 feet to a point;

**THENCE** South 53° 17' 56" West a distance of 102.15 feet to a point;

**THENCE** South 23° 52' 35" West a distance of 8.14 feet to a point;

**THENCE** South 53° 17' 56" West a distance of 288.50 feet to a point;

**THENCE** on a curve to the right with an arc distance of 81.38 feet, a radius of 1,038.50 feet, a chord bearing of South 55° 32' 38" West, a chord length of 81.36 feet to a point;

**THENCE** South 57° 47' 20" West a distance of 131.23 feet to a point;

**THENCE** on a curve to the right with an arc distance of 214.76 feet, a radius of 488.50 feet, a chord bearing of South 70° 22' 58" West, a chord length of 213.03 feet to a point;

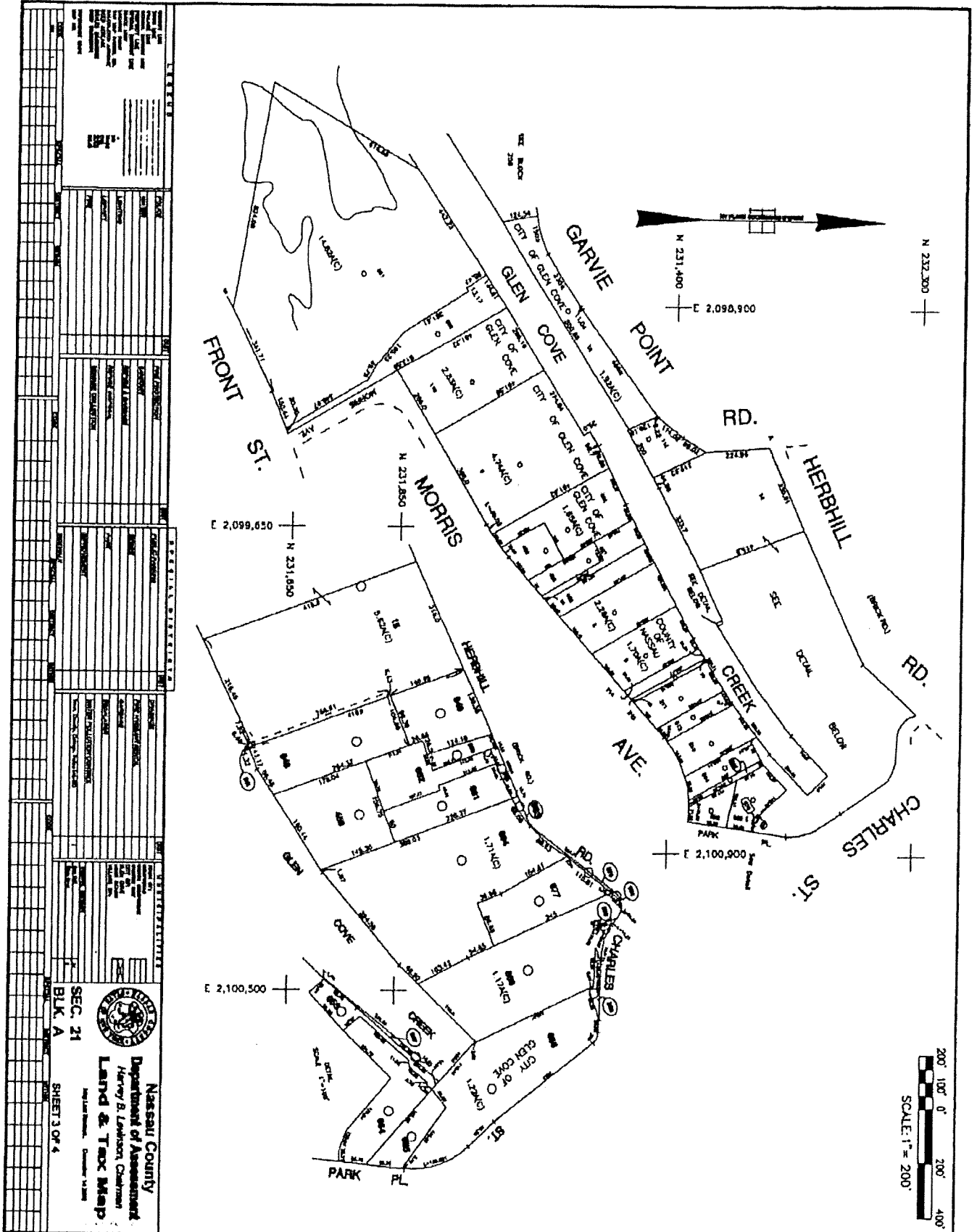
**THENCE** North 14° 48' 01" West a distance of 4.88 feet to a point on the City of Glen Cove highway boundary line;

**RUNNING THENCE** along the City of Glen Cove highway boundary line the following six courses:

1. on a curve to the left with an arc distance of 158.55 feet, a radius of 344.75, a chord bearing of North 70° 27' 29" East, a chord length of 157.16 feet to a point;

2. North 57° 16' 56" East a distance of 218.80 feet to a point;
3. North 53° 17' 56" East a distance of 386.91 feet to a point;
4. North 53° 35' 21" East a distance of 6.73 feet to a point;
5. North 50° 07' 16" East a distance of 11.27 feet to a point;
6. North 49° 18' 46" East a distance of 85.74 feet to the **POINT OF BEGINNING**;

Said Map 14 Parcel 22 as described contains 13,397 sq. ft. or 0.320 acres more or less.



262598c

**GLEN COVE COMMUNITY DEVELOPMENT AGENCY**  
**City Hall - 9 Glen Street, Glen Cove, NY 11542**

**Minutes of Meeting**  
**January 12, 2016**

The Glen Cove Community Development Agency held its Annual Organizational Meeting on Tuesday, January 12, 2016 in the 2<sup>nd</sup> floor conference room, City Hall, Glen Cove, NY 11542. The meeting was called to order at 6:33 p.m. and the following members were present:

Reginald V. Spinello, Chairman  
Vincent Hartley  
Lindsay Anderson  
Daniel Cox  
Anthony Jimenez  
Luis Vasquez  
D. Willis

**Also Present:**

Myralee Machol, Executive Director  
C. Byrne, Secretary  
A. LaMorte, Assistant Secretary  
Interested Public

The Secretary reported that the notice of meeting was served in the form and manner in accordance with the CDA by laws.

Chairman Spinello welcomed back the CDA board members and thanked everyone for volunteering their time to serve on the CDA in 2016. He introduced Dan Cox who was appointed by the City Council on 1/1/16 and is a voting member at tonight's meeting.

**MINUTES:**

Chairman Spinello made a motion to adopt the minutes of the CDA meeting held November 10, 2015 and asked for a second. The motion was seconded by Luis Vasquez. Motion carried unanimously.

**EXECUTIVE DIRECTOR'S REPORT:**

The Chairman suggested that we defer the agency update following the completion of the agenda items.

**UNFINISHED BUSINESS:**

The Secretary asked each board member to sign oath of office cards as well as their acknowledgement of fiduciary responsibility form in accordance with the NYS Authorities Budget Office. The City Clerk stopped in the conference room to also obtain signatures of board members in the City's Oath of Office Book. The board members reviewed the CDA mission statement, performance goals and the draft of the 2015 accomplishment performance measurement report. New board members were reminded to register for the ABO on-line board training webinar to ensure completion of the course within 12 months of taking office.

**NEW BUSINESS:**

Myralee Machol advised the members that the CDA requests approval to hire a part-time clerk to assist the Agency with grant administration project paperwork/reports, waterfront redevelopment project close-out filing/audit and general duties. The resume Kristen Noel Diehl was distributed to the board members and Myralee informed the members that Noel is pursuing her master's degree in environmental studies at NYIT.

The Secretary advised the members that the Code of Ethics/Conflict of Interest Policy in their board member packets reflects a more comprehensive version of the Code of Ethics Policy. This policy is a more comprehensive version of the Code of Ethics Policy adopted by the CDA on

January 27, 2009 as it combines the Conflict of Interest clauses recommended by the Authorities Budget Office. The Board also reviewed the proposed 2016 Board Meeting schedule.

Myralea informed the board that the CDA entered into a loan in 1997 with the Cirigliano family which remains uncollected to-date. The principal amount of the loan was \$30,000.00 and property owned by Mrs. Cirigliano, which is now in a trust and for sale by the family, was used as collateral. As a result, the family is now cooperating to repay the loan in an effort to remove the lien and sell the property.

**RESOLUTIONS:**

Chairman Spinello made a motion to adopt resolutions 7a, 7b, 7c, 7d and asked for a second.

7a) Resolution to appoint the following officers of the CDA for one year term 1/12/16 through 12/31/16:

|                  |                                        |
|------------------|----------------------------------------|
| Vincent Hartley, | Vice Chairman/Treasurer                |
| Myralea Machol,  | Executive Director/Contracting Officer |
| Anne LaMorte,    | CFO/Assistant Secretary                |
| Camille Byrne,   | Secretary                              |

7b) Resolution to appoint the following members to the Audit/Finance Committee for one year term 1/12/16 through 12/31/16: Vincent Hartley, Daniel Cox, Luis Vasquez

7c) Resolution to appoint the following members to the Governance Committee for one year term 1/12/16 through 12/31/16: Reginald Spinello, Lindsay Anderson, Anthony Jimenez

7d) Resolution to adopt the 2016 Code of Ethics/Conflict of Interest Policy and to appoint Vincent Hartley to be the Ethics Officer for a one year term 1/12/16 through 12/31/16.

The motion was seconded by Vincent Hartley. Motion carried by a roll call of the CDA members as follows:

| <b><u>CDA MEMBERS</u></b> | <b><u>VOTING</u></b> |
|---------------------------|----------------------|
| Reginald A. Spinello      | AYE                  |
| Vincent Hartley           | AYE                  |
| Lindsay Anderson          | AYE                  |
| Dan Cox                   | AYE                  |
| Anthony Jimenez           | AYE                  |
| Luis Vasquez              | AYE                  |
| Danielle Willis           | AYE                  |

Chairman Spinello made a motion to adopt resolutions 7e, 7f, 7g and asked for a second.

7e) Resolution to authorize continuation of professional services as per the schedule included in your board packets through December 31, 2016.

7f) Resolution adopting the 2016 CDA Board Meeting schedule as per the schedule included in your board packet.

7g) Resolution authorizing the Executive Director to hire Kristin Noel Diehl as part-time office clerical.

The motion was seconded by Luis Vasquez. Motion carried by a roll call of the CDA members as follows:

| <u>CDA MEMBERS</u>   | <u>VOTING</u> |
|----------------------|---------------|
| Reginald A. Spinello | AYE           |
| Vincent Hartley      | AYE           |
| Lindsay Anderson     | AYE           |
| Dan Cox              | AYE           |
| Anthony Jimenez      | AYE           |
| Luis Vasquez         | AYE           |
| Danielle Willis      | AYE           |

Chairman Spinello made a motion to adopt resolutions 7h, 7i and asked for a second.

7h) Resolution authorizing a contract modification for continued professional engineering services with Dvirka & Bartilucci for the Waterfront Revitalization Area project support as outlined in the contract included in your board member packet.

7i) Resolution authorizing the settlement of a CDA loan with the Carol Cirigliano Living Trust in the amount of \$35,000.00.

The motion was seconded by Tony Jimenez. Motion carried by a roll call of the CDA members as follows:

| <u>CDA MEMBERS</u>   | <u>VOTING</u> |
|----------------------|---------------|
| Reginald A. Spinello | AYE           |
| Vincent Hartley      | AYE           |
| Lindsay Anderson     | AYE           |
| Dan Cox              | AYE           |
| Anthony Jimenez      | AYE           |
| Luis Vasquez         | AYE           |
| Danielle Willis      | AYE           |

As there was no further business to come before the CDA board, the Chairman made a motion to adjourn the meeting. The motion was duly seconded by Anthony Jimenez. Motion carried and the meeting was adjourned at 7:18 p.m.

**EXECUTIVE DIRECTOR'S REPORT:**

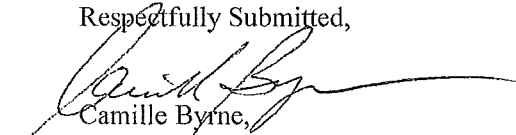
Myralee Machol provided the members with an update on all agency projects, including the Waterfront Redevelopment Project, Herb Hill/Garvies Point Road reconstruction, CDBG activities, Mill Pond and Ferry Terminal grant administration.

**GLEN COVE CDA**  
**January 12, 2016**

**Minutes of Meeting**  
**Page Four**

As there was no further business to come before the board, the Chairman made a motion to adjourn the meeting. The motion was duly seconded by Luis Vasquez. Motion Carried and the meeting was adjourned at 7:15 p.m.

Respectfully Submitted,

  
Camille Byrne,  
Secretary-CDA

ENTERED  
3-8-16 CB

JANUARY 1, 2016 RESOLUTIONS

Resolution 6A

Resolution offered by Mayor Spinello and seconded by

**BE IT RESOLVED**, that the Pre-Council and City Council meetings for 2016 are hereby scheduled, as follows:

| PRE – COUNCIL     | CITY COUNCIL      |
|-------------------|-------------------|
|                   | January 1, 2016   |
| January 5, 2016   | January 12, 2016  |
| January 19, 2016  | January 26, 2016  |
| February 2, 2016  | February 9, 2016  |
| February 16, 2016 | February 23, 2016 |
| March 1, 2016     | March 8, 2016     |
| March 15, 2016    | March 22, 2016    |
| April 5, 2016     | April 12, 2016    |

Resolution 6G

Resolution offered by Mayor Spinello and seconded by

**BE IT RESOLVED**, that the Mayor is hereby authorized to enter into an agreement with the CDA and IDA to administer, on the City's behalf, projects and/or grants relating to the Local Waterfront Revitalization Project.

Resolution 6H

Resolution offered by Mayor Spinello and seconded by

**BE IT RESOLVED**, the Mayor, Deputy Mayor, City Clerk or Parks and Recreation Director is authorized to enter into indemnification agreements with the Glen Cove School District and/or other property owners, as required, and as appropriate, in the event that a City or Recreation Department program will be utilizing the School District Property or the property of a private property owner.

Resolution 7A

Resolution offered by Mayor Spinello and seconded by

**BE IT RESOLVED**, that effective January 1, 2016 through December 31, 2016, the following persons are hereby appointed as follows:

**CITY OF GLEN COVE**  
**AGREEMENT OF ADJUSTMENT**  
**AND RELEASE OF OWNER**

**CITY OF GLEN COVE PIN:** 0759.34

**PROJECT:** HIGHWAY CONSTRUCTION PROJECT HERB HILL ROAD/GARVIES POINT ROAD

**COUNTY:** NASSAU

**CITY:** GLEN COVE

**MAP(S):** NO. 14 FEE and PE

**PARCEL(S):** NOS. 22, 23, 24

**CLAIMANT(S):** GLEN COVE COMMUNITY DEVELOPMENT AGENCY

---

THIS AGREEMENT, is made this 2nd day of May, 2016, by and between the **GLEN COVE COMMUNITY DEVELOPMENT AGENCY**, a New York public benefit corporation, having an office at 9-13 Glen Street, Glen Cove, NY 11542 hereinafter referred to as "Claimant," and the **CITY OF GLEN COVE**, hereinafter referred to as "Glen Cove."

WITNESSETH:

WHEREAS, Glen Cove is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant was, at the time of said appropriation or, if said appropriation has not yet occurred, the claimant is now, and at the time of said appropriation, will be, the owner of the property affected by said appropriation of some right, title, or interest therein;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The compensation to be paid by Glen Cove for the total value of the property so appropriated, identified as Parcel No. 22, as shown on Map No. 14 FEE and Parcel Nos. 23 and 24, as shown on Map No. 14 PE and for all legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded, is the sum of One Dollar (\$1.00) payment waived.

2. The Claimant agrees, as a prerequisite to such payment, to execute and deliver or cause the execution and delivery to Glen Cove's counsel, Phillips Lytle LLP of all formal papers which the Phillips Lytle LLP deems necessary to authorize payment and to secure to Glen Cove a full release of all claims by reason of the aforementioned appropriation and by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or

channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project.

3. Glen Cove acknowledges and agrees that the property affected by said appropriation will be subject to an environmental easement to be established in favor of New York State Department of Environmental Conservation ("NYDEC") which may include a site management plan to be approved by the NYDEC which may or may not contain provisions restricting or regulating the use and maintenance of the appropriated property and the right of way project.

4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.

5. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Glen Cove City Council.

6. This Agreement is also exclusive of claims, if any (other than the claim of the Claimant), for the value of or damage to easements and appurtenant facilities for the construction, operation and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer and railroad lines.

7. The amount agreed upon herein as compensation shall be binding and conclusive on the parties in any action or proceeding with relation to the aforesaid appropriation as representing the total value of the property so appropriated, together with all legal damages caused by or consequent upon such appropriation, as aforesaid.

8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

9. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

10. In consideration of the sum of One Dollar (\$1.00) payment waived and in accordance with and pursuant to the above provisions, claimant hereby releases, exonerates and discharges Glen Cove from any and all claims and liability arising from and growing out of said appropriation and agreement, including any claim for the value of the property so appropriated and for all legal damages caused by such appropriation and all damages incurred by virtue and during the pendency of said appropriation proceedings and all damages to the remainder of the

property of claimant of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, and from any and all claims which claimant has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property.

11. This Agreement shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CLAIMANT:

GLEN COVE COMMUNITY DEVELOPMENT AGENCY

By:   
Name: Myralee Machol  
Title: Executive Director

EIN: 11-6003331

STATE OF NEW YORK )

COUNTY OF NASSAU ) ss.:

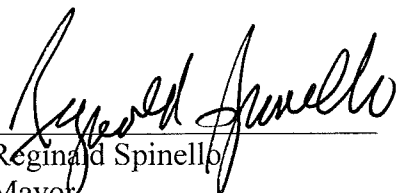
On the 2nd day of May in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Myralee Machol, personally known to me or proved to me on basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and 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)

**CAMILLE BYRNE**  
Notary Public, State of New York  
No. 01BY4728113  
Qualified in Nassau County  
Commission Expires January 31, 2019

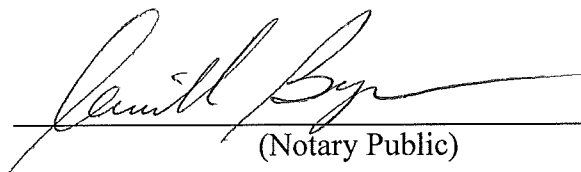
ACCEPTED AND APPROVED:

THE CITY OF GLEN COVE

By:   
Name: Reginald Spinello  
Title: Mayor

STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss.:

On the 2nd day of may in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Reginald Spinello, personally known to me or proved to me on basis of satisfactory evidence to be the individual(s) whose name(s) 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)

**CAMILLE BYRNE**  
Notary Public, State of New York  
No. 01BY4729113  
Qualified in Nassau County  
Commission Expires January 31, 2019

LEGAL DESCRIPTION  
FOR  
CDA CONTROLLED PROPERTY

BEGINNING AT A POINT, SAID POINT BEING SOUTH 35°53'06" EAST A DISTANCE OF 16.74 FEET FROM THE POINT OF BEGINNING OF PARCEL 5 RIGHT-OF-WAY TAKING, AND RUNNING THENCE;

1. SOUTH 35°53'06" EAST A DISTANCE OF 98.46 FEET TO A POINT, THENCE;
2. SOUTH 62°03'16" WEST A DISTANCE OF 11.12 FEET TO A POINT, THENCE;
3. NORTH 42°38'43" WEST A DISTANCE OF 11.55 FEET TO A POINT, THENCE;
4. SOUTH 54°18'17" WEST A DISTANCE OF 58.17 FEET TO A POINT, THENCE;
5. SOUTH 57°11'34" WEST A DISTANCE OF 232.49 FEET TO A POINT, THENCE;
6. SOUTH 55°53'51" WEST A DISTANCE OF 40.38 FEET TO A POINT, THENCE;
7. ALONG THE MEAN HIGH WATER LINE, AS THE SAME MAY MOVE FROM TIME TO TIME BY NATURAL FORCES OF ACCRETION OR RELICTION 131 FEET MORE OR LESS TO A POINT, THENCE;
8. NORTH 35°16'04" WEST A DISTANCE OF 26.26 FEET TO A POINT IN THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF GARVIES POINT ROAD, THENCE, THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY;
9. ON A CURVE TO THE LEFT HAVING A RADIUS OF 1038.50 FEET, AN ARC LENGTH OF 75.67 FEET, WHOSE CHORD BEARS NORTH 55°23'10" EAST A CHORD DISTANCE OF 75.65 FEET TO A POINT, THENCE;
10. SOUTH 53°17'56" EAST A DISTANCE OF 288.50 FEET TO A POINT, THENCE;
11. SOUTH 23°52'35" WEST A DISTANCE OF 8.14 FEET TO A POINT; THENCE;
12. SOUTH 53°52'35" WEST A DISTANCE OF 72.77 FEET TO THE POINT OF BEGINNING.

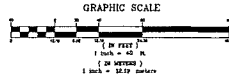
CONTAINING AN AREA OF 31,190 SQUARE FEET± OR 0.716 ACRES± MORE OR LESS.

LEGAL DESCRIPTION  
FOR  
CITY CONTROLLED PROPERTY

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF GARVIES POINT ROAD (60 FOOT RIGHT-OF-WAY), SAID POINT BEING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 49°46'54" WEST A DISTANCE OF 85.48 FEET FROM THE POINT OF BEGINNING OF PARCEL 5 PRIOR TO THE GARVIES POINT ROAD RIGHT-OF-WAY TAKING, AND RUNNING THENCE;

1. SOUTH 35°53'06" EAST A DISTANCE OF 16.74 FEET TO A POINT, THENCE;
2. SOUTH 53°17'56" WEST A DISTANCE OF 72.77 FEET TO A POINT, THENCE;
3. SOUTH 23°52'35" WEST A DISTANCE OF 8.14 FEET TO A POINT, THENCE;
4. SOUTH 53°17'56" WEST A DISTANCE OF 288.50 FEET TO A POINT OF CURVATURE, THENCE;
5. ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1038.50 FEET, AN ARC LENGTH OF 75.67 FEET, WHOSE CHORD BEARS SOUTH 55°23'10" WEST A CHORD DISTANCE OF 75.65 FEET TO A POINT OF CUSP, THENCE;
6. NORTH 35°16'04" WEST A DISTANCE OF 5.92 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF GARVIES POINT ROAD, THENCE, THE FOLLOWING FIVE (5) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY;
7. NORTH 56°52'34" EAST A DISTANCE OF 29.99 FEET TO A POINT, THENCE;
8. NORTH 52°53'34" EAST DISTANCE OF 387.26 FEET TO A POINT, THENCE;
9. NORTH 51°03'42" EAST A DISTANCE OF 17.42 FEET TO A POINT, THENCE;
10. NORTH 33°48'26" WEST A DISTANCE OF 9.97 FEET TO A POINT, THENCE;
11. NORTH 49°47'07" EAST A DISTANCE OF 8.97 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,384 SQUARE FEET OR 0.078 ACRES MORE OR LESS.

[illegible][illegible]

The DEC or their agent may access the environmental easement area as shown hereon through any existing street access or building ingress/egress access point.

THIS SURVEY IS CERTIFIED TO:

- The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation.
- Glenn Cove Industrial Development Agency and/or City of Glen Cove and each of their respective successors
- Chicago Title Insurance Company
- Fidelity National Title Insurance Company

[illegible]

CITY OF GLEN COVE  
NASSAU COUNTY, NEW YORK

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SHEET TITLE

ENVIRONMENTAL EASEMENT  
FOR GLADSKY MARINE SITE  
SECTION 21, BLOCK A, LOT 12  
51 GARVES POINT ROAD,  
GLEN COVE, NEW YORK

DATE 02/27/2016  
DRAWN CFA  
CHECK JV  
SCALE 1"=40'

ENDING ORDER  
SHEET 1 OF 1  
SHEET NO 04

April \_\_\_\_, 2016

Reginald Spinello, Mayor  
City of Glen Cove  
9 Glen Street  
Glen Cove, New York 11542

Re: Environmental Easement

Dear Sir or Madam:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on April \_\_\_\_, 2016, by the Glen Cove Community Development Agency and the City of Glen Cove, for property at 51 Garvies Point Road, Glen Cove, New York, Tax Map No. Section 21, Block A, part of Lot 12, DEC Site No: E1-30-152.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial or 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 review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your

compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Glen Cove Community Development Agency

By: \_\_\_\_\_

Name: Myralee Machol

Title: Executive Director

City of Glen Cove

By: \_\_\_\_\_

Name: Reginald Spinello

Title: Mayor

## NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

51 Garvies Point Road, Glen Cove, New York

(Gladsky)

Property/Owner/Grantor: Glen Cove Community Development Agency and City of Glen Cove

The Tax Map Identification No.: Section 21, Block A, part of Lot 12

NYS Department of Environmental Conservation Site No.: E1 30 152

The Environmental Easement for the above-referenced property has been filed in the Nassau County Clerk's Office on \_\_\_\_\_, 2016 at Liber \_\_\_\_\_, Page \_\_\_\_\_ of Deeds.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above-referenced property to restricted residential, commercial and industrial uses.

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at [derweb@gw.dec.state.ny.us](mailto:derweb@gw.dec.state.ny.us). Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at:  
<http://www.dec.ny.gov/chemical/36045.html>.



**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

|                                            |                                                                                                                         |                          |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Grantor/Transferor                         | Name (if individual, last, first, middle initial) ( <input checked="" type="checkbox"/> check if more than one grantor) | Social security number   |
| <input type="checkbox"/> Individual        | Glen Cove Community Development Agency and the City of Glen Cove                                                        |                          |
| <input type="checkbox"/> Corporation       | Mailing address                                                                                                         | Social security number   |
| <input type="checkbox"/> Partnership       | 9 Glen Street                                                                                                           |                          |
| <input type="checkbox"/> Estate/Trust      | City State ZIP code                                                                                                     | Federal EIN              |
| <input type="checkbox"/> Single member LLC | Glen Cove NY 11542                                                                                                      | 52-1351508               |
| <input checked="" type="checkbox"/> Other  | Single member's name if grantor is a single member LLC (see instructions)                                               | Single member EIN or SSN |
|                                            |                                                                                                                         | 11-6000350               |
| Grantee/Transferee                         | Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee)            | Social security number   |
| <input type="checkbox"/> Individual        | New York Department of Environmental Conservation                                                                       |                          |
| <input type="checkbox"/> Corporation       | Mailing address                                                                                                         | Social security number   |
| <input type="checkbox"/> Partnership       | 625 Broadway                                                                                                            |                          |
| <input type="checkbox"/> Estate/Trust      | City State ZIP code                                                                                                     | Federal EIN              |
| <input type="checkbox"/> Single member LLC | Albany NY 12233                                                                                                         |                          |
| <input checked="" type="checkbox"/> Other  | Single member's name if grantee is a single member LLC (see instructions)                                               | Single member EIN or SSN |
|                                            |                                                                                                                         |                          |

## Location and description of property conveyed

|                                                                            |                           |                                |                        |        |
|----------------------------------------------------------------------------|---------------------------|--------------------------------|------------------------|--------|
| Tax map designation –<br>Section, block & lot<br>(include dots and dashes) | SWIS code<br>(six digits) | Street address                 | City, town, or village | County |
| Part of: 21-A-12                                                           | 280600                    | Part of: 51 Garvies Point Road | Glen Cove              | Nassau |

## Type of property conveyed (check applicable box)

|                                                       |                                                  |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |
|-------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|------|--|--|------|---------------------------------------------------------------------------------------------------------------|
| 1 <input type="checkbox"/> One- to three-family house | 5 <input type="checkbox"/> Commercial/Industrial | Date of conveyance<br><table border="1"> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> <tr> <td></td> <td></td> <td>2016</td> </tr> </table> | month | day | year |  |  | 2016 | Percentage of real property<br>conveyed which is residential<br>real property _____ 0 %<br>(see instructions) |
| month                                                 | day                                              |                                                                                                                                                     | year  |     |      |  |  |      |                                                                                                               |
|                                                       |                                                  |                                                                                                                                                     | 2016  |     |      |  |  |      |                                                                                                               |
| 2 <input type="checkbox"/> Residential cooperative    | 6 <input type="checkbox"/> Apartment building    |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |
| 3 <input type="checkbox"/> Residential condominium    | 7 <input type="checkbox"/> Office building       |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |
| 4 <input checked="" type="checkbox"/> Vacant land     | 8 <input type="checkbox"/> Other _____           |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |

## Condition of conveyance (check all that apply)

|                                                                                                                                                     |                                                                                                                                                            |                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Conveyance of fee interest                                                                                              | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. <input type="checkbox"/> Option assignment or surrender                                                           |
| b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)                                               | g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | m. <input type="checkbox"/> Leasehold assignment or surrender                                                        |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)                                               | h. <input type="checkbox"/> Conveyance of cooperative apartment(s)                                                                                         | n. <input type="checkbox"/> Leasehold grant                                                                          |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation                                                                           | i. <input type="checkbox"/> Syndication                                                                                                                    | o. <input checked="" type="checkbox"/> Conveyance of an easement                                                     |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. <input type="checkbox"/> Conveyance of air rights or development rights                                                                                 | p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
|                                                                                                                                                     | k. <input type="checkbox"/> Contract assignment                                                                                                            | q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state                        |
|                                                                                                                                                     |                                                                                                                                                            | r. <input type="checkbox"/> Conveyance pursuant to divorce or separation                                             |
|                                                                                                                                                     |                                                                                                                                                            | s. <input type="checkbox"/> Other (describe) _____                                                                   |

|                             |                               |               |                    |
|-----------------------------|-------------------------------|---------------|--------------------|
| For recording officer's use | Amount received               | Date received | Transaction number |
|                             | Schedule B., Part I \$ _____  |               |                    |
|                             | Schedule B., Part II \$ _____ |               |                    |

**Schedule B — Real estate transfer tax return (Tax Law, Article 31)****Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ..... ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

|    |  |      |
|----|--|------|
| 1. |  | 1 00 |
| 2. |  | 0 00 |
| 3. |  | 0 00 |
| 4. |  | 0 00 |
| 5. |  | 0 00 |
| 6. |  | 0 00 |

**Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

|    |  |  |
|----|--|--|
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |

**Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k ☐

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C — Credit Line Mortgage Certificate** (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**I (we) certify that: *(check the appropriate box)*

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
  2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
    - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
    - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
    - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
    - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

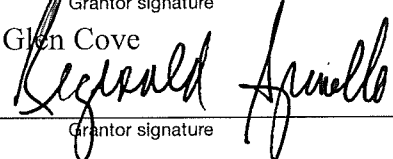
**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

  - ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
    - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
    - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
  4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_. (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)*

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Glen Cove Community Development Agency

|                                                                                         |                |                   |       |
|-----------------------------------------------------------------------------------------|----------------|-------------------|-------|
| By:  | Exec. Director | _____             | _____ |
| Grantor signature                                                                       | Title          | Grantee signature | Title |
| City of Glen Cove                                                                       |                |                   |       |
| By:  | Mayor          | _____             | _____ |
| Grantor signature                                                                       | Title          | Grantee signature | Title |

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |



**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A — Information relating to conveyance**

|                                            |                                                                                                                         |                          |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Grantor/Transferor                         | Name (if individual, last, first, middle initial) ( <input checked="" type="checkbox"/> check if more than one grantor) | Social security number   |
| <input type="checkbox"/> Individual        | Glen Cove Community Development Agency and the City of Glen Cove                                                        |                          |
| <input type="checkbox"/> Corporation       | Mailing address                                                                                                         | Social security number   |
| <input type="checkbox"/> Partnership       | 9 Glen Street                                                                                                           |                          |
| <input type="checkbox"/> Estate/Trust      | City State ZIP code                                                                                                     | Federal EIN              |
| <input type="checkbox"/> Single member LLC | Glen Cove NY 11542                                                                                                      | 52-1351508               |
| <input checked="" type="checkbox"/> Other  | Single member's name if grantor is a single member LLC (see instructions)                                               | Single member EIN or SSN |
|                                            |                                                                                                                         | 11-6000350               |
| Grantee/Transferee                         | Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee)            | Social security number   |
| <input type="checkbox"/> Individual        | New York Department of Environmental Conservation                                                                       |                          |
| <input type="checkbox"/> Corporation       | Mailing address                                                                                                         | Social security number   |
| <input type="checkbox"/> Partnership       | 625 Broadway                                                                                                            |                          |
| <input type="checkbox"/> Estate/Trust      | City State ZIP code                                                                                                     | Federal EIN              |
| <input type="checkbox"/> Single member LLC | Albany NY 12233                                                                                                         |                          |
| <input checked="" type="checkbox"/> Other  | Single member's name if grantee is a single member LLC (see instructions)                                               | Single member EIN or SSN |
|                                            |                                                                                                                         |                          |

## Location and description of property conveyed

|                                                                            |                           |                                |                        |        |
|----------------------------------------------------------------------------|---------------------------|--------------------------------|------------------------|--------|
| Tax map designation –<br>Section, block & lot<br>(include dots and dashes) | SWIS code<br>(six digits) | Street address                 | City, town, or village | County |
| Part of: 21-A-12                                                           | 280600                    | Part of: 51 Garvies Point Road | Glen Cove              | Nassau |

## Type of property conveyed (check applicable box)

|                                                       |                                                  |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |
|-------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|------|--|--|------|---------------------------------------------------------------------------------------------------------------|
| 1 <input type="checkbox"/> One- to three-family house | 5 <input type="checkbox"/> Commercial/Industrial | Date of conveyance<br><table border="1"> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> <tr> <td></td> <td></td> <td>2016</td> </tr> </table> | month | day | year |  |  | 2016 | Percentage of real property<br>conveyed which is residential<br>real property _____ 0 %<br>(see instructions) |
| month                                                 | day                                              |                                                                                                                                                     | year  |     |      |  |  |      |                                                                                                               |
|                                                       |                                                  |                                                                                                                                                     | 2016  |     |      |  |  |      |                                                                                                               |
| 2 <input type="checkbox"/> Residential cooperative    | 6 <input type="checkbox"/> Apartment building    |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |
| 3 <input type="checkbox"/> Residential condominium    | 7 <input type="checkbox"/> Office building       |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |
| 4 <input checked="" type="checkbox"/> Vacant land     | 8 <input type="checkbox"/> Other _____           |                                                                                                                                                     |       |     |      |  |  |      |                                                                                                               |

## Condition of conveyance (check all that apply)

|                                                                                                                                                     |                                                                                                                                                            |                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Conveyance of fee interest                                                                                              | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. <input type="checkbox"/> Option assignment or surrender                                                           |
| b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)                                               | g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | m. <input type="checkbox"/> Leasehold assignment or surrender                                                        |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)                                               | h. <input type="checkbox"/> Conveyance of cooperative apartment(s)                                                                                         | n. <input type="checkbox"/> Leasehold grant                                                                          |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation                                                                           | i. <input type="checkbox"/> Syndication                                                                                                                    | o. <input checked="" type="checkbox"/> Conveyance of an easement                                                     |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. <input type="checkbox"/> Conveyance of air rights or development rights                                                                                 | p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
|                                                                                                                                                     | k. <input type="checkbox"/> Contract assignment                                                                                                            | q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state                        |
|                                                                                                                                                     |                                                                                                                                                            | r. <input type="checkbox"/> Conveyance pursuant to divorce or separation                                             |
|                                                                                                                                                     |                                                                                                                                                            | s. <input type="checkbox"/> Other (describe) _____                                                                   |

|                             |                               |               |                    |
|-----------------------------|-------------------------------|---------------|--------------------|
| For recording officer's use | Amount received               | Date received | Transaction number |
|                             | Schedule B., Part I \$ _____  |               |                    |
|                             | Schedule B., Part II \$ _____ |               |                    |

**Schedule B — Real estate transfer tax return** (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ..... ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

|    |  |   |    |
|----|--|---|----|
| 1. |  | 1 | 00 |
| 2. |  | 0 | 00 |
| 3. |  | 0 | 00 |
| 4. |  | 0 | 00 |
| 5. |  | 0 | 00 |
| 6. |  | 0 | 00 |

**Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

|    |  |  |
|----|--|--|
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |

**Part III — Explanation of exemption claimed on Part I, line 1** (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k ☐

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C — Credit Line Mortgage Certificate** (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**I (we) certify that: *(check the appropriate box)*

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
  2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
    - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
    - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
    - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
    - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

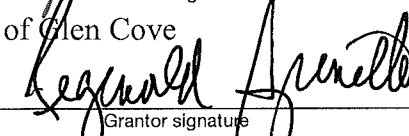
**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

  - ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
    - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
    - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
  4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)*

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Glen Cove Community Development Agency

|                                                                                                |                |                   |       |
|------------------------------------------------------------------------------------------------|----------------|-------------------|-------|
| By: <u></u> | Exec. Director |                   |       |
| Grantor signature                                                                              | Title          | Grantee signature | Title |
| City of Glen Cove                                                                              |                |                   |       |
| By: <u></u> | Mayor          |                   |       |
| Grantor signature                                                                              | Title          | Grantee signature | Title |

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax** (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

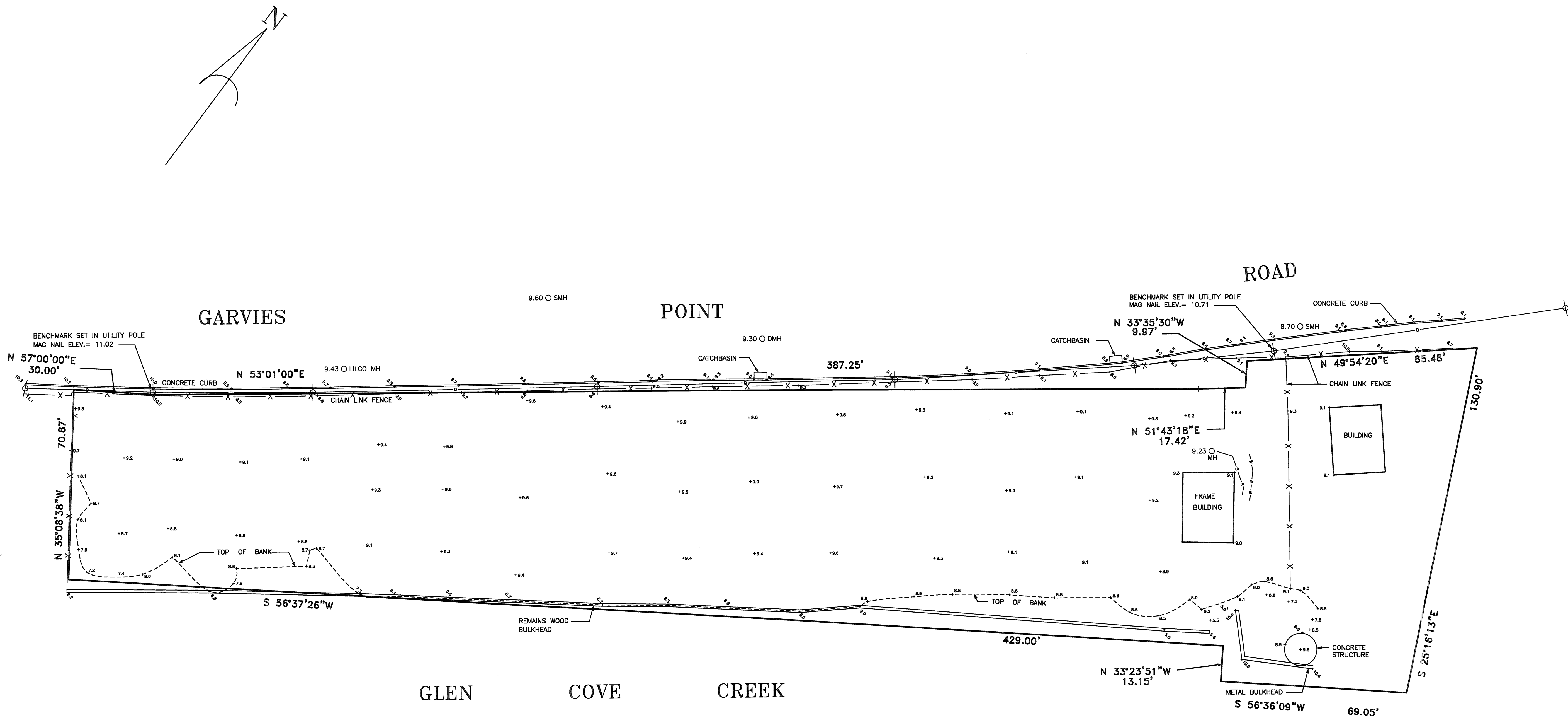
**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

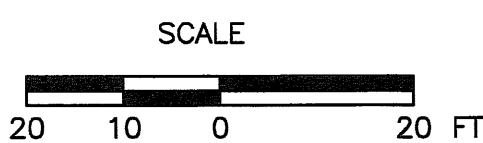
**APPENDIX C**  
**AS-BUILT DRAWINGS**



- NOTES:
- HORIZONTAL & VERTICAL DATUM FROM PREVIOUS SURVEY INFORMATION PROVIDED BY ENVIRO TRAC, LTD.
  - BOUNDARY INFORMATION APPROXIMATE FROM PREVIOUS SURVEY AND NOT CERTIFIED TO.
  - DATE OF INITIAL FIELD SURVEY: MARCH 18, 2010
  - UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S EMBOSSED SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
  - ONLY COPIES FROM THE ORIGINAL TRACING MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID, TRUE COPIES.

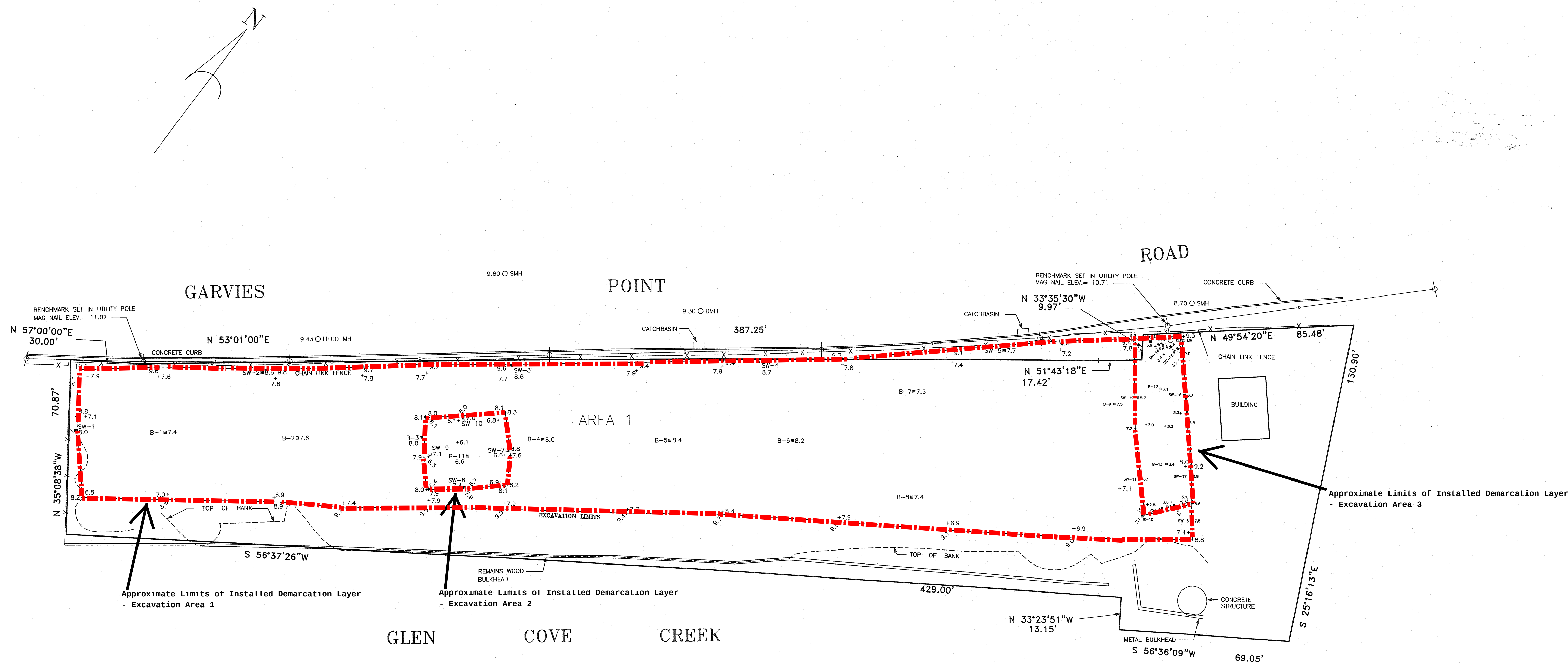
I HEREBY CERTIFY THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED ON MARCH 18, 2010.

DONALD R. STEDJE, P.L.S.  
58 EDGEWOOD DRIVE  
CENTRAL VALLEY, NY 10917  
NYS LIC. NO. 49759



|                                                                                                                                                                                                                                                                                                        |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| APPROVED                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            |
| APPROVED AS NOTED                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> |
| DISAPPROVED                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>            |
| REJECTED                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            |
| THIS MATERIAL HAS BEEN CHECKED FOR GENERAL ARRANGEMENT AND COMPLIANCE WITH SPECIFICATIONS AND CONTRACT DOCUMENTS. APPROVAL OF THIS MATERIAL SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR DIMENSIONAL OR OTHER ERRORS AND OMISSIONS, OR OF GUARANTEES REQUIRED BY THE CONTRACT DOCUMENTS. |                                     |
| DVRKA AND BARTILUCCI<br>Consulting Engineers<br>BY: <i>[Signature]</i> DATE: 3/7/10                                                                                                                                                                                                                    |                                     |

| REVISIONS  |          | VALLEY COTTAGE YEC, INC. NEW YORK            |             |         |
|------------|----------|----------------------------------------------|-------------|---------|
|            |          | GLADSKY MARINE SITE SURVEY                   |             |         |
|            |          | CITY OF GLEN COVE<br>NASSAU COUNTY, NEW YORK |             |         |
| DATE:      | SCALE:   | DRAWN BY:                                    | CHECKED BY: | JOB NO. |
| APRIL 2010 | 1" = 20' | MBW                                          | DRS         | A0420   |

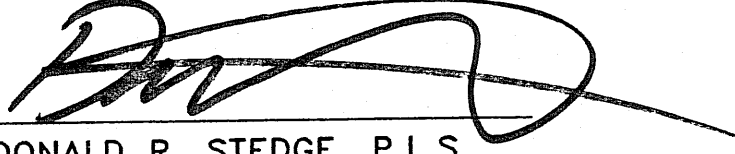


NOTES:

- HORIZONTAL & VERTICAL DATUM FROM PREVIOUS SURVEY INFORMATION PROVIDED BY ENVIRO TRAC, LTD.
- BOUNDARY INFORMATION APPROXIMATE FROM PREVIOUS SURVEY AND NOT CERTIFIED TO.
- DATE OF INITIAL FIELD SURVEY: MARCH 18, 2010
- UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S EMBOSSED SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
- ONLY COPIES FROM THE ORIGINAL TRACING MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID, TRUE COPIES.

- AREA 1 EXCAVATION LIMITS AND ELEVATIONS SURVEYED ON JUNE 17, 2010  
VOLUME OF AREA 1 AS SURVEYED ON JUNE 17, 2010 = 44,907 C.F. = 1,663.2 C.Y.
- AREAS 2 & 3 EXCAVATION LIMITS AND ELEVATIONS SURVEYED ON JULY 6, 2010  
VOLUME OF SOIL REMOVED AS SURVEYED ON JULY 6, 2010:  
AREA 2: 3,026 C.F. = 112.1 C.Y.  
AREA 3: 7,805 C.F. = 289.2 C.Y.

I HEREBY CERTIFY THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED ON MARCH 18, 2010.

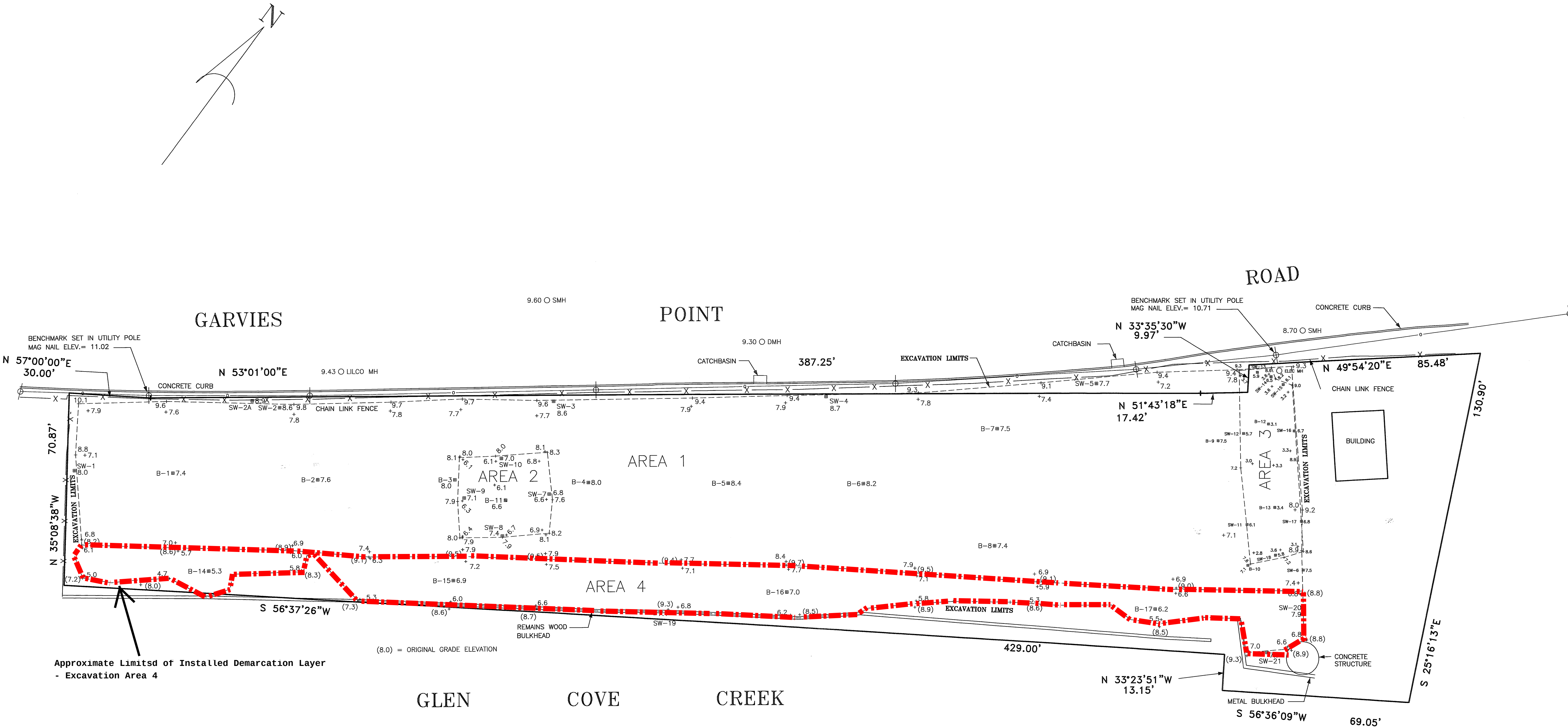
  
DONALD R. STEDJE, P.L.S.  
58 EDGEWOOD DRIVE  
CENTRAL VALLEY, NY 10917  
NYS LIC. NO. 49759

SCALE  
20 10 0 20 FT.

|                                                                                                                                                                                                                                                                                                        |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| APPROVED                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> |
| APPROVED AS NOTED                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> |
| DISAPPROVED                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> |
| REJECTED                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> |
| THIS MATERIAL HAS BEEN CHECKED FOR GENERAL ARRANGEMENT AND COMPLIANCE WITH SPECIFICATIONS AND CONTRACT DOCUMENTS. APPROVAL OF THIS MATERIAL SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR DIMENSIONAL OR OTHER ERRORS AND OMISSIONS, OR OF GUARANTIES REQUIRED BY THE CONTRACT DOCUMENTS. |                          |
| DVRKA AND BARTILUCCI<br>Consulting Engineers<br>BY:  DATE: 7/2/10                                                                                                                                                 |                          |

\*Received, No Action Taken

| REVISIONS | GLADSKY MARINE SITE SURVEY                   |                    |                  |                    |
|-----------|----------------------------------------------|--------------------|------------------|--------------------|
|           | CITY OF GLEN COVE<br>NASSAU COUNTY, NEW YORK |                    |                  |                    |
|           | DATE:<br>JULY 2010                           | SCALE:<br>1" = 20' | DRAWN BY:<br>MBW | CHECKED BY:<br>DRS |
|           |                                              |                    |                  | JOB NO.<br>A0420   |



Approximate Limits of Installed Demarcation Layer  
- Excavation Area 4

NOTES:

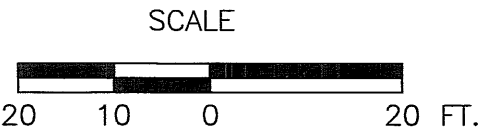
- HORIZONTAL & VERTICAL DATUM FROM PREVIOUS SURVEY INFORMATION PROVIDED BY ENVIRO TRAC, LTD.
- BOUNDARY INFORMATION APPROXIMATE FROM PREVIOUS SURVEY AND NOT CERTIFIED TO.
- DATE OF INITIAL FIELD SURVEY: MARCH 18, 2010
- UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S EMBOSSED SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
- ONLY COPIES FROM THE ORIGINAL TRACING MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID, TRUE COPIES.
- VERTICAL ACCURACY OF SPOT ELEVATIONS: 0.1' +/-

- AREA 1 EXCAVATION LIMITS AND ELEVATIONS SURVEYED ON JUNE 17, 2010  
VOLUME OF AREA 1 AS SURVEYED ON JUNE 17, 2010 = 44,907 C.F. = 1,663.2 C.Y.
- AREAS 2 & 3 EXCAVATION LIMITS AND ELEVATIONS SURVEYED ON JULY 6, 2010  
VOLUME OF SOIL REMOVED AS SURVEYED ON JULY 6, 2010:  
AREA 2: 3,026 C.F. = 112.1 C.Y.  
AREA 3: 7,805 C.F. = 289.2 C.Y.
- AREA 4 EXCAVATION LIMITS AND ELEVATIONS SURVEYED ON OCTOBER 26, 2010  
VOLUME OF SOIL REMOVED AS SURVEYED ON OCTOBER 26, 2010:  
16,228 C.F. = 601.0 C.Y.

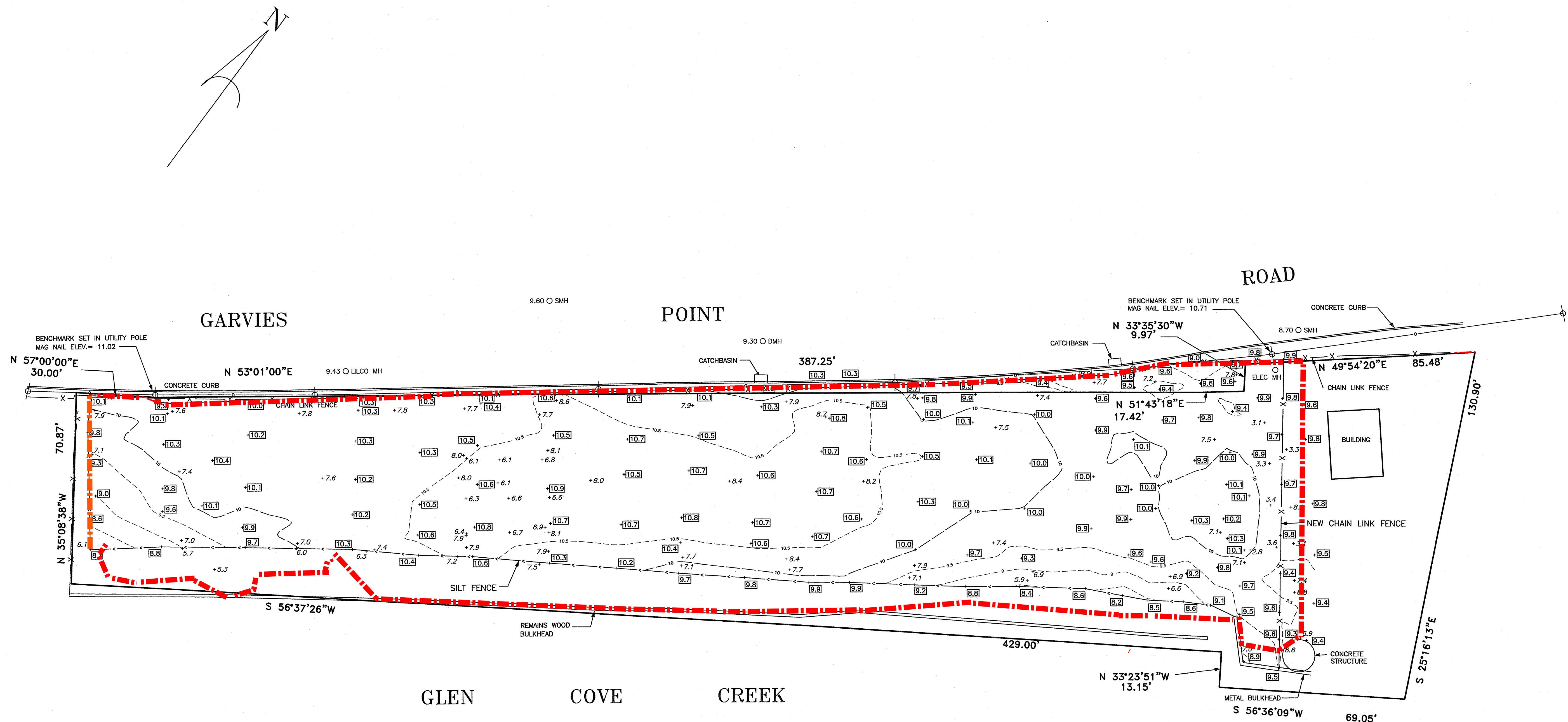
|                                                                                                                                                                                                                                                                                                        |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| APPROVED                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> |
| APPROVED AS NOTED                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> |
| REVISE AND RESUBMIT                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> |
| DISAPPROVED                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> |
| THIS MATERIAL HAS BEEN CHECKED FOR GENERAL ARRANGEMENT AND COMPLIANCE WITH SPECIFICATIONS AND CONTRACT DOCUMENTS. APPROVAL OF THIS MATERIAL SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR DIMENSIONAL OR OTHER ERRORS AND OMISSIONS, OR OF GUARANTIES REQUIRED BY THE CONTRACT DOCUMENTS. |                          |
| DMIRKA AND BARTILUCCI                                                                                                                                                                                                                                                                                  |                          |
| Consulting Engineers                                                                                                                                                                                                                                                                                   |                          |
| BY                                                                                                                                                                                                                                                                                                     | DATE 8/2/11              |
| *Received, No Action Taken                                                                                                                                                                                                                                                                             |                          |

I HEREBY CERTIFY THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED ON MARCH 18, 2010.

DONALD R. STEDGE, P.L.S.  
58 EDGEWOOD DRIVE  
CENTRAL VALLEY, NY 10917  
NYS LIC. NO. 49759



| REVISIONS                                                           | YEC, INC. NEW YORK                           |                    |                  |                    |                  |
|---------------------------------------------------------------------|----------------------------------------------|--------------------|------------------|--------------------|------------------|
|                                                                     | GLADSKY MARINE SITE SURVEY                   |                    |                  |                    |                  |
|                                                                     | CITY OF GLEN COVE<br>NASSAU COUNTY, NEW YORK |                    |                  |                    |                  |
| 11-29-10<br>ADDED AREA 4<br>EXCAVATION<br>LIMITS. SAMPLES,<br>NOTE. | DATE:<br>JULY 2010                           | SCALE:<br>1" = 20' | DRAWN BY:<br>MBW | CHECKED BY:<br>DRS | JOB NO.<br>A0420 |



LEGEND  
+10.7 = TOP OF TOPSOIL (POST CONSTRUCTION)  
+7.9 = BOTTOM OF EXCAVATION  
--- LIMITS OF DEMARCATION LAYER  
-10- EXISTING ELEVATIONS (PRE CONSTRUCTION)

NOTES:

- HORIZONTAL & VERTICAL DATUM FROM PREVIOUS SURVEY INFORMATION PROVIDED BY ENVIRO TRAC, LTD.
- BOUNDARY INFORMATION APPROXIMATE FROM PREVIOUS SURVEY AND NOT CERTIFIED TO.
- DATE OF INITIAL FIELD SURVEY: MARCH 18, 2010
- UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S EMBOSSED SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
- ONLY COPIES FROM THE ORIGINAL TRACING MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID, TRUE COPIES.
- VERTICAL ACCURACY OF SPOT ELEVATIONS: 0.1' +/-

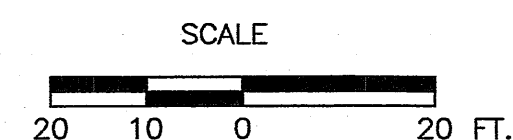
BACKFILL SURVEYED NOVEMBER 16, 2010  
VOLUME OF BACKFILL SOIL: 58,360 C.F. = 2,161.5 C.Y.

FINAL TOPSOIL SURVEYED MAY 25, 2011  
CONTOUR INTERVAL: 0.5 FOOT

I HEREBY CERTIFY THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED ON MARCH 18, 2010.

DONALD R. STEDGE, P.L.S.  
58 EDGEWOOD DRIVE  
CENTRAL VALLEY, NY 10917  
NYS LIC. NO. 49759

|                                                                                                                                                                                                                                                                                                       |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| APPROVED                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> |
| APPROVED AS NOTED                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> |
| REVISE AND RESUBMIT                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> |
| DISAPPROVED                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> |
| THIS MATERIAL HAS BEEN CHECKED FOR GENERAL ARRANGEMENT AND COMPLIANCE WITH SPECIFICATIONS AND CONTRACT DRAWINGS. APPROVAL OF THIS MATERIAL SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR DIMENSIONAL OR OTHER ERRORS AND OMISSIONS, OR OF GUARANTIES REQUIRED BY THE CONTRACT DOCUMENTS. |                          |
| DVRKA AND BARTILUCCI<br>Consulting Engineers<br>BY: <i>Put</i> DATE: 8/14/11<br>*Received, No Action Taken                                                                                                                                                                                            |                          |



|                                      |  |                |  |           |  |             |  |
|--------------------------------------|--|----------------|--|-----------|--|-------------|--|
| REVISIONS                            |  | YEC, INC.      |  |           |  | NEW YORK    |  |
| 7/28/11 ADDED VERTICAL ACCURACY NOTE |  | VALLEY COTTAGE |  |           |  |             |  |
| GLADSKY MARINE FINAL ASBUILT         |  |                |  |           |  |             |  |
| CITY OF GLEN COVE                    |  |                |  |           |  |             |  |
| NASSAU COUNTY, NEW YORK              |  |                |  |           |  |             |  |
| DATE:                                |  | SCALE:         |  | DRAWN BY: |  | CHECKED BY: |  |
| JUNE 21, 2011                        |  | 1" = 20'       |  | MBW       |  | DRS         |  |
|                                      |  |                |  |           |  | JOB NO.     |  |
|                                      |  |                |  |           |  | A0420       |  |