

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*650233276EAS001Y\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: First American (LS) Phone: 212-551-9416  
 Address 1: 666 Third Ave Fax:  
 Address 2: Email: lsanossian@firstam.com  
 City/State/Zip: New York NY 10017 Reference for Submitter: 1247957\*LS ACCOM

#### Document Details

Control Number: **650233276** Document Type: **Easement (EAS)**  
 Package ID: 2025012300151001001 Document Page Count: **9** Total Page Count: **10**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: 14 BAYLEY ASSOC LLC - Other 1: NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL C - Other  
 2: 2:

#### Property

Additional Properties on Continuation page

Street Address: 8 WASHINGTON AVE Tax Designation: 4.70-52-50  
 City/Town: GREENBURGH Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$50.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$0.00  
 TP-584 Filing Fee: \$5.00  
 RPL 291 Notice Fee: \$0.00  
 Total Recording Fees Paid: **\$95.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$0.00  
 Transfer Tax: \$0.00  
 Mansion Tax: \$0.00  
 Transfer Tax Number: 7332

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/28/2025 at 02:37 PM  
 Control Number: **650233276**  
 Witness my hand and official seal

Timothy C. Idoni  
 Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Consolidated Edison Company of New York, Inc  
 4 Irving Place

New York, , NY 10003  
 Attn: Benjamin Tannen

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

**THIS INDENTURE** made this 7<sup>th</sup> day of January, 2025, between Owner, 14 Bayley Associates, LLC, having an office at 1250 Central Park Avenue, City of Yonkers, County of Westchester, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 8 Washington Ave. in the Village of Hastings-on-Hudson, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel number: Section 4.70 Block 52 Lot 50, being the same as that property conveyed to Grantor by deed dated October 29, 1999 and recorded in the Westchester County Clerk's Office in Liber and Page 12425/157. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.123 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 21, 2021 and revised October 27, 2023, prepared by Kenny L. Kennon, License No. 50171, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: CO-0-20180516-519, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Westchester County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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

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

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

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

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

Parties shall address correspondence to:      Site Number: 360170  
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.
11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**

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

14 Bayley Associates, LLC:

By: [Handwritten Signature]

Print Name: Thomas P. Perna

Title: President Date: 12/18/21

Grantor's Acknowledgment

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Westchester

On the 18<sup>th</sup> day of December in the year 2021, before me, the undersigned, personally appeared Thomas Perna, 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.

[Handwritten Signature]  
Notary Public - State of New York

ALICIA N SIMMONS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SI6192713  
Qualified in Westchester County  
My Commission Expires 09-02-2028



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

By: Andrew Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 7th day of January, in the year 2025 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem  
Notary Public - State of New York  
Cheryl A. Salem  
Notary Public State of New York  
Registration No. 01SA0002177  
Qualified in Albany County  
My Commission Expires March 3, 2027

**SCHEDULE "A" PROPERTY DESCRIPTION**

A tract of land known as Section 4.70, Block 52, Lot 50 in the Town of Greenburgh, Village of Hastings-on-Hudson, Westchester County, New York and being more particularly described as follows:

Commencing at the intersection of the southerly line of Washington Avenue with the westerly line of Ridge Street; thence,

A. Along the southerly line of said Washington Avenue south  $83^{\circ}12'30''$  west 65.87' to the point of beginning of the herein described tract; thence,

1. Along the westerly line of Block 52, Lot 49 south  $02^{\circ}46'00''$  west 112.60' to the northerly line of said Block 52, Lot 48; thence,
2. Along said northerly line north  $87^{\circ}10'00''$  west 5.41'; thence,
3. Along said northerly line north  $82^{\circ}55'00''$  west 45.00' to the easterly line of Block 52, Lot 51; thence,
4. Along said easterly line north  $02^{\circ}46'00''$  east 100.75' to the aforementioned southerly line of Washington Avenue; thence,
5. Along said southerly line north  $83^{\circ}12'30''$  east 51.00' to the point of beginning of the herein described tract containing 5,374 square feet or 0.123 acres more or less.



**Benjamin E. Tannen**  
Senior Attorney  
Law Department

February 4, 2025

Honorable Nicola Armacost  
Mayor of the Village of Hastings-on-Hudson  
Municipal Building  
7 Maple Ave.  
Hastings-on-Hudson, NY 10706

Re: Environmental Easement – 8 Washington Avenue

Dear Mayor Armacost:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation (“Department”) on January 28, 2025, by 14 Bayley Associates, LLC, for property that is located at 8 Washington Ave., Hastings-on-Hudson, NY 10706, designated as Section 4.70, Block 52, Lot 50 on the Tax Map for the Village of Hastings-on-Hudson. This property is designated by the Department as DEC Site No: 360170, at which Consolidated Edison Company of New York, Inc. (“Con Edison”) is the remedial party.

This Environmental Easement restrict future use of the above referenced property to restricted residential, commercial, and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Approval by the New York State Department of Health or Westchester County Department of Health 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

Honorable Nicola Armacost  
February 4, 2025  
Page 2

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,



Benjamin Tannen  
Attorney for Con Edison

**ALERT: WINTER STORMS IN THE MIDWEST THROUGH THE NORTHEAST U.S. MAY DELAY FIN...**

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[FAQs >](#)

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## 70200090000214309698

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

### Latest Update

Your item has been delivered to an agent and left with an individual at the address at 11:12 am on February 10, 2025 in HASTINGS ON HUDSON, NY 10706.

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[USPS Tracking Plus®](#)

Feedback

#### Delivered to Agent

**Delivered to Agent, Left with Individual**

HASTINGS ON HUDSON, NY 10706  
February 10, 2025, 11:12 am

#### Redelivery Scheduled for Next Business Day

HASTINGS ON HUDSON, NY 10706  
February 8, 2025, 1:44 pm

#### Held at Post Office, At Customer Request

HASTINGS ON HUDSON, NY 10706  
February 8, 2025, 8:06 am

#### Out for Delivery

HASTINGS ON HUDSON, NY 10706  
February 8, 2025, 7:46 am

#### Arrived at Post Office

HASTINGS ON HUDSON, NY 10706

February 8, 2025, 7:35 am

● **Hide Tracking History**

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

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**Product Information**



**Postal Product:**

**Features:**

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**FAQs**

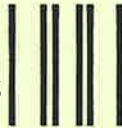
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <span style="float: right;"><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>X <i>Hanne Sassin</i></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p><i>Hanne Sassin</i> <span style="float: right;"><i>2-10-28</i></span></p>													
<p>1. Article Addressed to:</p> <p>Hon. N. Armacost, Mayor, Village of Hasting-on-Hudson Muni. Bldg, 7 Maple Ave, Hastings-on-Hudson 10706</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>													
 <p>9590 9402 7051 1225 1980 54</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	
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<p>2. Article Number (Transfer from service label)</p> <p>7020 0090 0002 1430 9698</p>	<p><input type="checkbox"/> Restricted Delivery</p>													
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>												

USPS TRACKING#



WESTCHESTER NY 105

10 FEB 2025 PM 4 L



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

9590 9402 7051 1225 1980 54

**United States  
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

Benjamin Tannen  
Consolidated Edison Co. of NY Inc.  
4 Irving Place, 18<sup>th</sup> Fl.  
New York, NY 10003







**Benjamin Tannen**  
Senior Attorney  
Law Department

**By Federal Express and Electronic Mail**

February 18, 2025

Cheryl A. Salem  
Legal Assistant II, Remediation Bureau  
New York State Department of Environmental Conservation  
Office of the General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, NY 12233-1500

Re: Environmental Easement Recordation Confirmation for the Hastings Gas Works – 8  
Washington Ave. Site, Site Id. No. 360170

Dear Ms. Salem:

On behalf of Consolidated Edison Company of New York, Inc., the remedial party, please find enclosed copies of the following for the Hastings Gas Works – 8 Washington Ave. Site:

- Recorded environmental easement for the property located at 8 Washington Ave., Hastings-on-Hudson, NY 10706 (Tax Map Section 4.70, Block 52, Lot 50). In accordance with the New York State Department of Environmental Conservation's January 8, 2025 letter to Thomas Perna, a member of 14 Bayley Associates, LLC, which is the owner of the property, the County Clerk's Recording Page includes the date and location of recordation.
- Copy of the Notice of Environmental Easement sent to the Village of Hastings-on-Hudson.
- Copy of the Return Receipt and the U.S. Postal Service Tracking Record confirming that the Notice of Environmental Easement was delivered. I also affirm that I sent this Notice to the Village of Hastings-on-Hudson.

If you have any questions or require anything else, please contact me at [tannenb@coned.com](mailto:tannenb@coned.com) or 212-460-8418.

Cheryl A. Salem  
February 18, 2025  
Page 2

Sincerely,



Benjamin Tannen  
Senior Attorney

cc: Jennifer Andaloro, Esq. (NYSDEC) (by email only)  
Brian Rashkow, Esq. (NYSDEC) (by email only)

Enclosures