

EXHIBIT A

EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS AGREEMENT is made as of _____, 2012, by and between CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a New York corporation with an address at 284 South Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as "Grantor"), and DUTCHESS COUNTY, a municipal corporation of the State of New York, with an address at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as "Grantee"), acting in its capacity as Trustee for DUTCHESS COMMUNITY COLLEGE, a community college constituting part of the State University of New York system.

WHEREAS, Grantor is the fee owner of certain real property located in the Town of Poughkeepsie, County of Dutchess, State of New York (Tax Lot No. 6163-04-725050) and all as more particularly described in Exhibit A attached hereto and made a part hereof (said property being hereinafter referred to as the "Grantor Parcel"); and

WHEREAS, Grantee has requested that Grantor grant and convey to Grantee an easement on, under and within a portion of the Grantor Parcel so as to allow Grantee to continue to use, operate and maintain various existing improvements as more particularly described herein; and

WHEREAS, Grantor is willing to grant such easement to Grantee subject to and in accordance with the terms and conditions set forth in this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Attached hereto as Exhibit B is a site plan showing the location of the Grantor Parcel with the easement area provided for herein labeled and identified thereon (said easement area is hereinafter referred to as the "Easement Area"). The Easement Area is one hundred (100) feet wide throughout its length and a description of the Easement Area is attached as Exhibit C.

2. Grantor hereby grants and conveys to Grantee a non-exclusive easement in and to the Easement Area, as shown and depicted in Exhibit B, for the sole purpose of using, operating and maintaining the following presently existing improvements (collectively, the "Improvements") all as shown and located on Exhibit B:

- (a) the existing surface parking lot;
- (b) the existing storm drainage piping;
- (c) the existing access driveway running from Cottage Road in a generally southerly direction;
- (d) the existing access driveways running in a generally western and northerly direction from the western portion of the parking lot, including the indicated light poles;
- (e) the existing sidewalk for pedestrian use from Cottage Road towards Grantee's campus;
- (f) the existing chain link fence along the western portion of the Easement Area;
- (g) the existing underground electric wiring system that services the parking lot lighting system;
- (h) the existing store sign which displays the Grantee's school name;

- (i) the existing stone wall along Cottage Road on the eastern portion of the Easement Area;
- (j) the existing underground electric wiring system which provides three (3) separate electric lines to Grantee's campus; and
- (k) the existing communication wiring and service box located on the access drive from Cottage Road.

3. As previously indicated, the easement granted herein is non-exclusive, and Grantor shall continue to have the right to use the Grantor Parcel and the Easement Area for any and all uses and the Grantor, its successors and assigns and Grantor's employees, agents and contractors, reserve the right to continue to use, operate, maintain, repair and replace the electric transmission lines and other Grantor equipment and facilities located on the Grantor Parcel and in or near the Easement Area for the present or future needs of Grantor for any utility use, including without limitation uses related to gas transmission or distribution, electricity transmission or distribution, telecommunications or fiber optics; provided that Grantor agrees that no building shall be constructed on the Easement Area so as to impair or restrict Grantee's use of the Easement Area. The Grantor, its successors and assigns, shall continue to have free and absolute access to and over the Easement Area on a twenty-four hour a day, seven days a week basis for purpose of operation, maintenance, construction, reconstruction and repair of Grantor's facilities.

4. Any physical damage to Grantor's property that is caused by Grantee, its successors, assigns, lessees, employees, contractors and invitees in the construction, reconstruction, use or maintenance of the Improvements in the Easement Area may, after notice to Grantee by Grantor identifying the damage, be repaired by Grantor at the expense of Grantee.

In the event Grantor exercises such right to repair any such damage, Grantee shall, within twenty (20) days of receiving an invoice from Grantor, reimburse Grantor for any and all costs and expenses incurred by Grantor in repairing such damage.

5. The operation and use of the Improvements by Grantee within the Easement Area shall be in compliance with all applicable governmental rules, laws and codes. Grantee shall secure and maintain any and all required governmental consents, approvals, permits and licenses required for the construction and use of the Improvements. Grantee, its successors and assigns, shall at its sole cost and expense, keep and maintain the Improvements in a neat, clean and safe condition and shall comply with all applicable codes, rules and regulations relating thereto. Grantee shall have no right to alter, enlarge or relocate any of the Improvements without in each instance securing the prior written consent of Grantor, which consent may be granted or denied in Grantor's sole discretion. Grantee shall submit to Grantor a written request for approval for any such alteration, enlargement or relocation, which request shall be accompanied by a reasonably detailed explanation of the proposed alteration, enlargement or relocation, plans and specifications relating to such alteration, enlargement or relocation, and any other information Grantor may reasonably request with regard to the proposed alteration, enlargement or relocation. In connection with the foregoing, the parties agree that Grantee shall have the right to repair, repave and restripe Grantee's asphalt parking lot without the need to secure Grantor's prior written consent.

6. The Improvements which are currently underground shall remain underground within the Easement Area as shown and depicted on Exhibit B. Any costs and expenses relating to the installation, use, repair, maintenance and operation of any such services or lines shall be

the sole responsibility and obligation of Grantee, and Grantor shall have no obligation or liability for any such costs and expenses.

7. If Grantee breaches any non-monetary obligation or requirement under this Agreement, and such breach continues for a period of thirty (30) days after written notice from Grantor (or such longer period as may be reasonable if the performance would reasonably require in excess of thirty (30) days to complete), then Grantee shall be in default hereunder and Grantor shall have the right, but not the obligation, to cure such breach on Grantee's behalf and Grantee shall reimburse Grantor for Grantor's costs and expenses in connection therewith within fifteen (15) days following receipt of an invoice therefore. In addition, Grantor shall have all other rights and remedies at law or in equity as a result of any such breach by Grantee which is not cured within the cure period provided for in the immediately preceding sentence, including but not limited to the right to terminate this Agreement. If Grantee fails to pay Grantor any amounts due pursuant to the terms of this Agreement within ten (10) days of invoice or demand therefore, Grantee shall be in default hereunder and Grantor shall have the same rights and remedies as indicated above for a non-monetary default, and Grantee shall pay interest on amounts due and owing from the date such payment was due to and including the date such payment is received by Grantor at an interest rate equal to the lesser of (i) the prime rate plus three percent (3%), or (ii) the highest rate permitted by law on such type of obligation. As used herein the "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in The Wall Street Journal under the heading "Money Rates."

Grantor agrees, simultaneously with the giving of any notice prescribed by the preceding paragraph, to give a duplicate copy of such notice to Grantee's mortgagee, provided Grantor has been provided in writing with the name and address of any such mortgagee. If Grantee defaults

in respect of any of the provisions of this Agreement, Grantor agrees that Grantee's mortgagee shall have the right, but not the obligation, to cure such default within the same time period provided for herein for Grantee to cure such default, and the Grantor shall accept performance by or on behalf of Grantee's mortgagee as though, and with the same effect as if, it had been done or performed by the Grantee. As of the date of this Agreement, Grantee's mortgagee is Manufacturer's and Traders Trust Company, as Trustee, having an address for notice at One M&T Plaza, 7th Floor, Buffalo, New York 14203. Grantee shall provide Grantor with written notice of any change in the identity of Grantee's mortgagee and shall provide Grantor with a revised address for notices to such mortgagee.

8. Any notice, statement, certificate, request or demand required or permitted to be given or delivered hereunder shall be in writing, sent by an overnight express delivery service (such as Federal Express or UPS) designated for "next day delivery", or sent by registered or certified mail, postage prepaid, return receipt requested, addressed, as the case may be, to the addresses shown at the beginning of this Agreement, or to such other addresses as Grantee or Grantor shall designate in the manner herein provided. Any such notice, statement, certificate, request or demand shall be deemed to have been given on the date received or refused by the addressee, and attorneys for the parties are authorized to give notices on their client's behalf. With respect to notices to Grantor, such notices should be sent to the address set forth at the beginning of this Agreement, to the attention of Director - Special Services, with a copy to Thompson Hine LLP, 335 Madison Avenue, 12th Floor, New York, New York 10017, Attention: George J. Walsh III, Esq. With respect to notices to Grantee, such notices should be sent to the address set forth at the beginning of this Agreement, with a copy to James Fedorchak, Esq.,

County Attorney, Dutchess County, New York, 22 Market Street, Poughkeepsie, New York 12601.

9. Grantee, its successors and/or assigns shall obtain and maintain in force, at all times during the term of this Agreement, at its sole cost and expense, commercial general liability insurance covering the construction, operation, use and maintenance of the Improvements and the Easement Area with a combined single limit of liability of Three Million Dollars (\$3,000,000.00) for bodily injury, personal injury and property damage, arising out of anyone occurrence (the "Insurance"). Grantor shall be included by endorsement as an "additional named insured" under such policy, and such Insurance shall be primary insurance and not contributory with any insurance separately maintained by Grantor. In no event shall Grantee's deductible under or pursuant to any such Insurance exceed Ten Thousand (\$10,000.00). Such Insurance shall be written on an occurrence basis and procured from a company or companies rated by Best's Rating Guide not less than A-VII. The minimum amounts of such Insurance may be increased by Grantor upon notice to Grantee on every third anniversary of this Agreement to adjust for inflation and to reflect the then-prudent insurance coverage practices of reputable businesses in the County of Dutchess and shall include a corresponding percentage increase in the amount of the deductible. The premiums for any such increased coverage shall be paid by Grantee. None of the requirements contained herein as to types and limits of insurance maintained by or imposed upon Grantee are intended to and shall not in any manner limit the liabilities and obligations assumed by Grantee under this Agreement. Grantee shall require that any contractors Grantee retains to construct or install the Improvements or which enter upon the Easement Area shall also provide such liability insurance

for the limits set forth herein and shall provide an endorsement designating Grantor and Grantee as additional insureds.

10. Prior to the Grantee entering into the Easement Area or performing any work therein, Grantee shall deliver to Grantor duly executed certificate(s) of Insurance (the "Certificate") evidencing the insurance coverage required herein. Said Certificate(s) shall indicate that policies providing coverage and limits of the Insurance as required herein are in full force and effect. Said Certificate(s) shall further provide that no less than thirty (30) days prior notice shall be given in writing to Grantor prior to cancellation, termination, amendment or alternation of the Insurance coverage identified in such Certificate(s). Such Certificate(s) shall be provided to the Grantor pursuant to the notice provision contained in Section 8 hereof.

11. Grantee acknowledges that Grantor uses and operates electric transmission lines in or near the Easement Area and may continue to use and operate such lines during the term of this Agreement. Grantee further acknowledges that electric transmission lines create electric and magnetic fields ("EMFs"). Electric power lines represent only one source of EMFs, and there have been public and scientific concerns raised about whether exposure to EMFs may have adverse health effects. It is generally agreed that further research is needed before firm conclusions can be reached about whether there are adverse health effects from exposure to EMFs. In connection therewith and to the fullest extent allowed by law, Grantee, on behalf of Grantee's agents, contractors and invitees, hereby indemnifies and releases Grantor from any liability or responsibility for any death or personal injury which may be either directly or indirectly caused by or result from EMFs created by said lines, including but not limited to death or personal injuries suffered by any individuals.

12. To the fullest extent permitted by law, Grantee shall and hereby does indemnify, defend and hold harmless Grantor, Grantor's directors, officers, employees, agents and invitees and such persons who are in privity of estate, or to whom Grantor is legally responsible, from and against any and all claims, actions, judgments, damages, liabilities, costs and expenses, including attorneys' fees, in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of any occurrence relating, directly or indirectly, to any acts or omissions of Grantee, or Grantee's directors, officers, employees, agents, contractors and invitees in the exercise of any of the rights and privileges granted herein, the use of the Easement Area and/or with respect to any construction work described herein or otherwise undertaken by Grantee within the Easement Area, or with respect to any breaches or defaults by Grantee hereunder. Excluded from the foregoing indemnity are any such losses relating to personal injury, death or property damage to the extent such losses are caused by the willful act or omission of Grantor or Grantor's employees, agents or contractors.

13. Grantee shall not store or place or permit the storage or placement of any Hazardous Materials (defined herein) on, in, or under the Easement Area or on Grantor's remaining property in violation of applicable federal, state or municipal law, rule, regulation, code or ordinance. As used herein, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste including but not limited to petroleum products, which is, or becomes, regulated by any local or state government authority in which the Easement Area are located or the United States Government.

14. Grantor shall have the right, on notice to Grantee, to relocate any portion or portions of the Improvements to another location on Grantor's Parcel in any situation where Grantor, in the exercise of its reasonable business judgment, decides that the use of its property

for utility purposes requires such a relocation of such portion or portions of the Improvements. With respect to any such relocations, Grantor agrees that Grantee shall always have access to the Improvements and the College from Cottage Road, but Grantee acknowledges that the present location of the Grantee's driveway from Cottage Road may need to be moved or redirected so as to accommodate Grantor's needs as aforesaid. Any such relocation shall be undertaken by Grantor at Grantee's sole cost and expense. Once the location of the new location is established by Grantor, the parties shall cooperate with each other and enter into an amendment of this Agreement to describe and confirm the location. In connection with any such relocation, Grantor shall coordinate the scheduling of such work with Grantee in such a manner as to minimize the interference with Grantee's use of the Improvements.

15. Grantor hereby represents and warrants that Grantor is the owner of the Grantor Parcel and that said Grantor Parcel is not encumbered by any mortgages. Grantor further represents and warrants that Grantor has the right, title and authority to enter into this Agreement. Grantor makes no representation, express or implied, that the Easement Area is suitable for Grantee's purposes and Grantor shall have no liability or responsibility if it is determined that the Easement granted herein or the Easement Area are not suitable for Grantee's needs.

16. Notwithstanding anything herein to the contrary, the parties acknowledge that the effectiveness of this Agreement and the granting of the easement described herein are contingent upon and subject to Grantor securing the approval of the New York State Public Service Commission pursuant to Section 70 of the New York State Public Service Law. Grantor shall apply for such approval promptly after the date hereof and shall diligently pursue such approval and shall notify Grantee if and when such approval has been granted or denied.

17. Each party represents and warrants to the other that it has not employed any realtors or brokers in connection with the negotiation of this Agreement. Each party shall indemnify, defend and hold harmless the other party from any cost, expense or claim for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

18. Notwithstanding anything herein to the contrary, Grantee acknowledges that Grantor shall have the right at any time, on forty-five (45) days prior written notice to Grantee, to close all or any portion of the Easement Area and prevent usage of the Easement Area (or the closed portion thereof) if and when Grantor decides or is required to undertake construction, maintenance or any utility work involving any of Grantor's facilities or equipment within the Easement Area. Grantor may also close all or any portion of the Easement Area for emergency situations and no such notice shall be required in emergency situations. Grantor shall provide notice to Grantee when the construction, maintenance or remediation work has been completed and shall indicate the date when the Easement Area or applicable portions thereof shall again be available for use by Grantee pursuant to the terms of this Agreement. The closure right provided to Grantor hereunder shall be for as long a period of time as Grantor needs to accomplish the required or necessary construction, maintenance or remediation work or the elimination of the emergency situation, and Grantor shall have no liability to Grantee for any such closure irrespective of the length of any such closure. During any such closures Grantor shall use commercially reasonable efforts to maintain continuous access for Grantee from Cottage Road to the College.

19. Subject to the conditions herein contained and except as otherwise expressly provided herein, this Agreement shall be perpetual in nature, shall in all respects run with the

land, and shall be binding on and inure to the benefit of the parties hereto and their successors, tenants, mortgagees and assigns.

20. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

21. A counterpart original of this Agreement shall be recorded in the Dutchess County Clerk's Office and the cost of such recording shall be the responsibility of Grantee.

22. This Agreement may not be modified, amended, altered or supplemented except by a written agreement executed by the parties hereto.

23. The failure of either party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed as a waiver of any such provisions, or the right of either party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

25. This Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby merged herein. This Agreement supersedes an existing letter agreement between the parties dated September 11, 1970, the terms and provisions of which letter agreement are hereby terminated and of no further force or effect. Additionally, Grantor makes no representation on or warranty as to the condition of the Easement Area or its suitability for the construction and use of the Improvements as contemplated by Grantee.

26. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. The granting of the easement provided for herein is subject to Grantor securing the consent or approval of the New York Public Service Commission (the "PSC") as provided for in Section 70 of the New York Public Service Law. Grantor shall make the required submission to the PSC to request such consent or approval and shall notify Grantee when such consent or approval has been secured.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year indicated above.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____
Name: Anthony Campagiorni
Title: V.P. Business Development & Governmental Affairs

DUTCHESS COUNTY, as Trustee for the benefit of Dutchess
Community College

By: _____
Name: _____
Title: _____

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

On the _____ day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Campagiorni, V.P. Business Development & Governmental Affairs, on behalf of CENTRAL HUDSON GAS & ELECTRIC CORPORATION, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed in 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)
)ss.:
COUNTY OF DUTCHESS)

On the _____ day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, on behalf of DUTCHESS COUNTY, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed in 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

Exhibit A

LEGAL DESCRIPTION OF GRANTOR PARCEL

All that certain piece, parcel, or tract of land situate in the Town of Poughkeepsie, County of Dutchess, State of New York, and bounded and described as follows:

Beginning at a point in the center line of the strip of land hereby intended to be conveyed, at an iron pipe set in a stone wall, the easterly line of lands now or formerly of Bradley, said pipe being distant 50.0 feet southerly from the northeast corner of said lands of Bradley; thence N 7°-55' W, along said stone wall, 50.0 feet to the point of intersection of two stone walls, said point of intersection being the northeast corner of said lands of said Bradley and in the southerly line of lands of the Hudson River State Hospital; thence N 81°-46' E along a stone wall, the southerly line of said lands of the Hudson River State Hospital, and crossing the highway leading northerly from Poughkeepsie and known as the Creek Road, and continuing in the same direction along a stone wall, the southerly line of lands now or formerly of George Brown, 2517.0 feet, more or less, to the center line of Fallkill Creek, said center line being the westerly line of lands now or formerly of George Deissinger; thence southerly along said center line of said creek 115.0 feet, more or less, to a point where a line distant 100.0 feet southerly from and parallel to said southerly line of lands of Brown intersects said center line of said Creek; thence S 81°-46' W, along the lands of the party of the first part and recrossing the above mentioned highway, 2522.0 feet, more or less, to the stone wall first above mentioned, the said easterly line of lands of said Bradley; thence N 7°-55' W along said easterly line of said lands of Bradley, 50.0 feet to the point of Beginning; containing 5.72 acres, be the same more or less. The premises hereby intended to be conveyed being a strip of land 100.0 feet wide extending eastwardly entirely across the north end of the lands of George L. Rymph, from said easterly line of said lands of Bradley, to said westerly line of lands of said Deissinger; the center line of which strip is defined by two iron pipes, one set at the point of beginning as above mentioned, and the other near the west bank of said Fallkill Creek at a distance of 2462.0 feet from the first. All bearings mentioned herein refer to the true meridian.

The premises hereinbefore described and intended to be hereby conveyed being the same premises as indicated on that particular map, dated Dec. 19, 1925, showing the land conveyed to said Central Hudson Gas & Electric Company by said George L. Rymph, which said map is one of a series of maps together filed in the office of the Dutchess County Clerk, bearing the general number 1389 which said particular map is hereby made a part hereof.

The above described premises being a portion of the lands conveyed to Henry L. Rymph (now deceased) and the above named party of the first part, by deed from Edward L. Rymph, dated December 28, 1904 and recorded in Dutchess County Clerk's office in Liber 408 of Deeds at page 29.

Exhibit B

SITE PLAN - DRAWING OF EASEMENT AREA

(Added graphics)

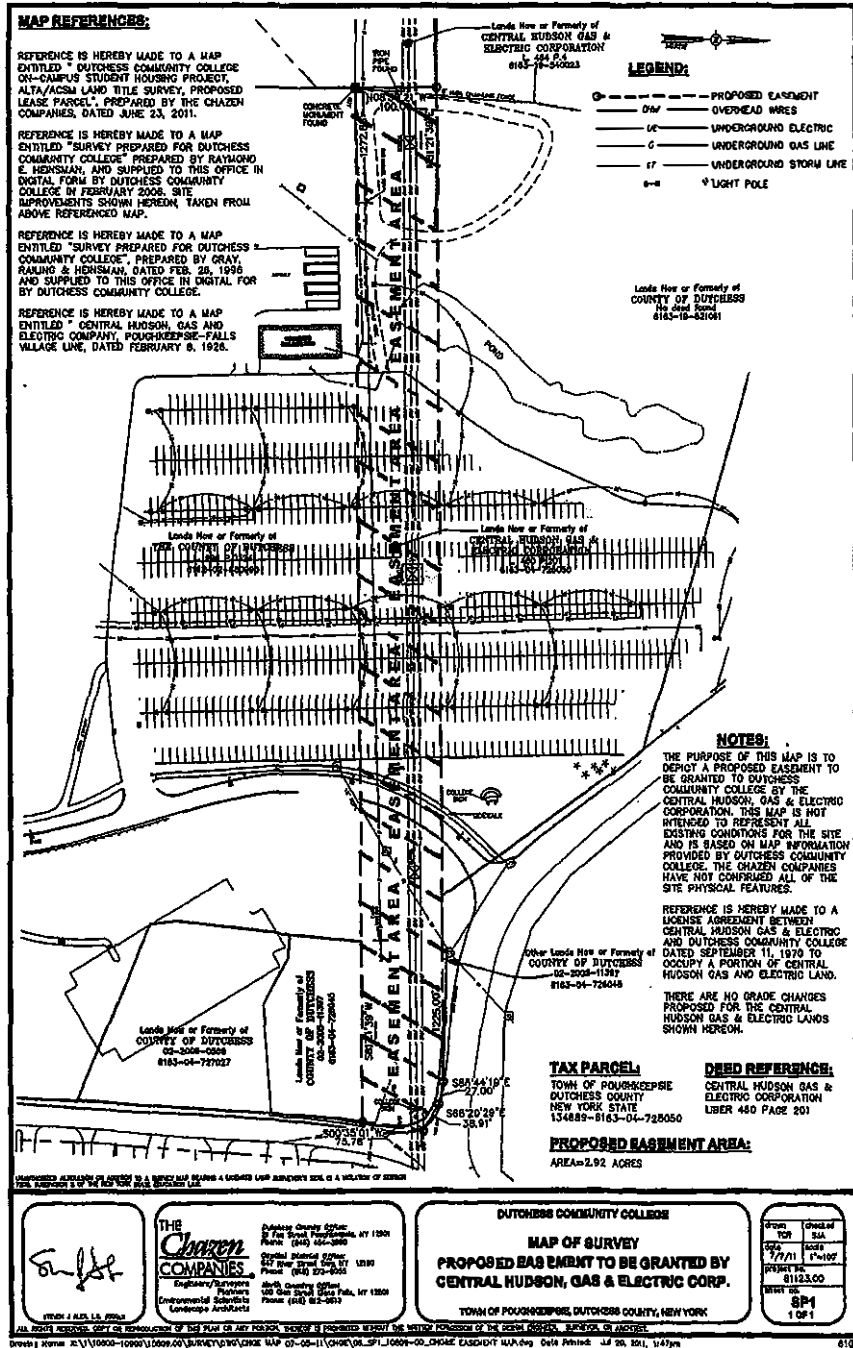


Exhibit C

LEGAL DESCRIPTION OF EASEMENT AREA

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Poughkeepsie, Dutchess County, State of New York, lying generally westerly of intersection of Creek Road and Cottage Road, being a portion of lands, now or formerly, of Central Hudson Gas & Electric Corporation, and as described in that certain indenture dated December 30, 1925, from George L. Rymph to Central Hudson Gas & Electric Corporation, recorded in the Office of the Dutchess County Clerk in Liber 460 of Deeds at Page 201, and as shown on Exhibit B to that certain Easement Agreement dated as of March [], 2012, between Central Hudson Gas & Electric Corporation and Dutchess County, to be recorded in the Office of the Dutchess County Clerk, and being more particularly bounded and described as follows:

COMMENCING AT A POINT marked 'CONCRETE MONUMENT FOUND' on the above described Exhibit B; said point being the southwesterly corner of the "Easement Area" as shown on the above described Exhibit B and runs thence from said point of commencement the following six (6) courses:

1. North 08°38'21" West, a distance of 100.00 feet to a point;
2. Thence, North 81°21'39" East, a distance of 1225.00 feet to a point;
3. Thence, South 86°44'19" East, a distance of 27.00 feet to a point;
4. Thence, South 68°20'29" East, a distance of 38.91 feet to a point;
5. Thence, South 00°35'01" West, a distance of 75.78 feet to a point; and
6. Thence, North 81°21'39" East, a distance of 1225.00 feet to the point or place of beginning.

EXHIBIT B

SHORT ENVIRONMENTAL ASSESSMENT FORM

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Central Hudson Gas & Electric Corporation	2. PROJECT NAME Granting of Dutchess County easement
3. PROJECT LOCATION: Municipality <u>Town of Poughkeepsie</u> County <u>Dutchess</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>53 Pendell Road</u>	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Grant of easement in aggregate by Applicant to Dutchess County in connection with the continued use by Dutchess Community College of their parking area, driveway, walkway and drainage on the Central Hudson property..	
7. AMOUNT OF LAND AFFECTED: Initially <u>2.92</u> acres Ultimately <u>2.92</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Public utility property used in providing electric service.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Unknown to Central Hudson	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Central Hudson is not aware of the permitting/approvals required or obtained.	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Central Hudson Gas & Electric Corporation</u> Date: <u>5/8/2012</u> Signature: <u>[Signature]</u> <u>Anthony Campagiorni V.P. Business Developmt GovtAffairs</u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, coordinate the review process and use the FULL EAF.
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible) C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: C7. Other Impacts (including changes in use of either quantity or type of energy)? Explain briefly: 	
D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly:	
E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly:	

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- ☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination

Name of Lead Agency_____
Date_____
Print or Type Name of Responsible Officer in Lead Agency_____
Title of Responsible Officer_____
Signature of Responsible Officer in Lead Agency_____
Signature of Preparer (if different from responsible officer)