

PENDING PETITION MEMO

Date: 10/12/2007

TO : Office of Accounting and Finance
Office of General Counsel
Office of Gas, Water and Electricity

FROM: CENTRAL OPERATIONS

UTILITY: ORANGE AND ROCKLAND UTILITIES, INC.

SUBJECT: 07-E-1239

Petition of Orange and Rockland Utilities, Inc. to Transfer Certain Easements to the Town of Orangetown in Rockland County.



Law Department

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of New York, Inc.
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October 11, 2007

VIA OVERNIGHT MAIL

Hon. Jaclyn A. Brillling, Secretary
Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

***Re: Notification Pursuant to Section 70 of the Public Service Law
Of Easement Grant by Orange and Rockland Utilities, Inc. to the
Town of Orangetown, New York***

Dear Secretary Brillling:

Pursuant to Section 70 of the Public Service Law, Orange and Rockland Utilities, Inc. ("O&R") hereby notifies the Public Service Commission ("the Commission") of the proposed transfer of certain easements to the Town of Orangetown in Rockland County, New York ("the Town"). Since the original book cost of the easements being conveyed to the Town is less than \$100,000, in accordance with Section 70, O&R will proceed with the proposed transfers unless the Commission, within ninety days of this notification, determines that its review and written consent is necessary.

O&R owns a fifty (50) foot wide strip of property in the Town that is adjacent to an O&R transmission right of way. This small parcel of property was conveyed by a real estate company to O&R at no cost in 1964. The Town is constructing a new sewer line which will become a part of the Town's sewer system and needs to run a portion of the new sewer line across this parcel of O&R's property. As such, pursuant to an Easement Grant, dated June 29, 2007 (the "Easement Grant") (Exhibit A), O&R has granted the Town a thirty (30) foot wide permanent easement across its property for the construction, installation, operation, maintenance, repair, upgrade, modification, replacement, upgrade and removal of the sewer and associated facilities. O&R has also granted the Town a ten (10) foot wide temporary easement adjoining the permanent easement area for the Town's use during the construction phase of the sewer project. O&R is also granting the Town the

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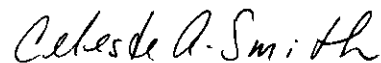
right to use O&R's property for obtaining access to and from the permanent and temporary easement areas in connection with the construction and installation of the sewer line as well as the other activities permitted under the Easement Grant. The Easement Grant also contains standard requirements and obligations for compliance with laws, maintenance of the sewer and easement areas, insurance, environmental liability, and indemnifications. The Easement Grant is subject to Commission approval on terms acceptable to both O&R and the Town.

O&R submits that the Commission should permit the Easement Grant to become effective ninety days from this notification. O&R's conveyance of the easements to the Town is in the public interest as it will enable the Town to carry out its public purposes and make the needed modifications to its sewer system. O&R is not charging the Town any specific fee for the easement grants, but the Town has agreed to reimburse O&R in full if it were to incur any costs and expenses in connection with the Town's construction of the sewer line as well as in connection with any subsequent operation, repair, maintenance, modification, upgrade, relocation, or removal of the sewer in accordance with the Easement Grant. As such, O&R's conveyance of the easements to the Town will not impose any costs on O&R's ratepayers. Further, the Easement Grant will not adversely affect the provision of utility services by O&R as the Town's easements are subject to the full panoply of O&R's rights regarding its utility facilities, including construction, inspection, and maintenance.

O&R is submitting with this Notification a Short Environmental Assessment Form ("EAF") (Exhibit B) regarding the Town's sewer project. Attached to that EAF are copies of (i) the State Environmental Review Process Certification issued by the New York State Department of Environment Conservation and (ii) the Town's Negative Declaration under the State Environmental Quality Review Act ("SEQRA"), including a full EAF, for the Town's sewer project.

Please contact me if you need any additional information.

Very truly yours,



Enclosures: 5 copies

EXHIBIT A

EASEMENT GRANT (this "Grant"), made this 9 day of June, 2007, by **ORANGE AND ROCKLAND UTILITIES, INC.**, a New York corporation, having an address at One Blue Hill Plaza, Pearl River, New York 10965, as grantor ("**Grantor**"), to **THE TOWN OF ORANGETOWN**, a New York municipal corporation, having an address at 26 Orangeburg Road, Orangeburg, New York 10962, as grantee ("**Grantee**");

WITNESSETH:

WHEREAS, Grantor owns a certain parcel of real property commonly known as Tax Lot 74.13-3-1, located in the Town of Orangetown, Rockland County, New York, as more particularly described on Exhibit A attached hereto and made a part hereof ("**Grantor's Land**"); and

WHEREAS, Grantee has determined that in order to carry out its public purpose, it requires certain easements over the lands of others, including portions of Grantor's Land; and

WHEREAS, Grantee has requested a thirty (30) foot wide easement in, under or through a portion of Grantor's Land, as more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter called the "**Easement Area**"), for the construction, installation, operation, maintenance, repair, upgrade, modification, replacement, upgrade and removal of a sanitary sewer, including without limitation, sewer lines, manholes, chambers, drainage pipes, swales, channels, culverts, conduits, headwalls, rip rap and appurtenances thereto (collectively, the "**Sewer**") that Grantee represents will become a part of the sewer system operated by the Town of Orangetown (the "**Town Sewer System**"); and

WHEREAS, Grantee has also requested a ten (10) foot wide temporary easement adjoining the Easement Area, as more particularly described in Exhibit C attached hereto and made a part hereof (hereinafter called the "**Temporary Easement Area**") for construction and lay-down purposes during the Initial Construction (as hereinafter defined) and if included in Plans (as hereinafter defined) approved by Grantor, any Subsequent Construction (as hereinafter defined), of the Sewer; and

WHEREAS, Grantee has also requested the right and easement to use, in common with others, the walkways, roads and access ways on Grantor's Land for the purpose of entering and exiting, including without limitation, pedestrian and vehicular access, ingress and egress to and from, the Easement Area and the Temporary Easement Area, subject to Grantor's rules, policies, procedures, guidelines and protocols in effect from time to time with respect to Grantor's Land, to the extent required for the exercise of the Easement (as hereinafter defined) granted to Grantee by this Grant (collectively, the "**Access Areas**" and together with the Easement Area and the Temporary Easement Area, collectively, the "**Grant Areas**"); and

WHEREAS, Grantor is willing to satisfy Grantee's requests on the terms and subject to the conditions of this Grant.

NOW, THEREFORE, in consideration of the following terms and conditions, and for other good and valuable consideration, receipt whereof is hereby acknowledged, Grantor and Grantee (collectively referred to herein as the "**Parties**" and each individually, as a "**Party**") agree as follows:

1. **Definitions.** As used in this Grant, the following terms shall have the following meanings.

Environmental Laws" mean all former, current and future federal, state, and local laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), Environmental Permits and New York State Department of Environmental Conservation ("**NYSDEC**") Technical Administrative Guidance Memoranda and other Guidance Memoranda and other guidance documents issued or published by any Governmental Authority, in each case, relating to pollution, protection of the environment, natural resources or human health and safety, including laws relating to the presence, Release of, or exposure to, Hazardous Substances, or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or arrangement for such activities with respect to, Hazardous Substances.

“Environmental Permits” mean the permits, licenses, consents, approvals and other governmental authorizations with respect to Environmental Laws relating primarily to the operations and activities of Grantee contemplated by this Grant.

“Force Majeure Event” means any occurrence or event beyond the reasonable control of a Party which renders impossible such Party’s performance of an obligation or duty under this Grant, provided, however, that such failure to perform or impossibility of performance is not attributable to such Party’s fault or negligence and does not involve any obligation to pay money, obtain financing or procure and maintain insurance policies as required hereunder. A Force Majeure Event shall include, but not be limited to, any act of God, worker strike or related labor disturbance, act of public enemy, war, insurrection, or terrorism, riot, any other civil disturbance, fire, storm, lightning, flood, earthquake, any other natural disaster, explosion, or materials shortage, breakage or accident involving facilities, equipment or systems, and any order or regulation or restriction imposed by Government Authority, and unexpected transportation delays or stoppages.

“Governmental Authority” means any federal, state, or local government or any court, administrative or regulatory agency, board, committee or commission or other governmental entity or instrumentality, or any department thereof, having jurisdiction over Grantor’s Facilities, Grantor’s Land, including without limitation the Grant Areas, or the installation, construction, operation or maintenance of the Sewer.

“Grantee’s Agents” means any and all contractors, subcontractors, employees, agents, representatives, licensees, servants or any other person or entity working for, or acting on behalf of, Grantee in connection with the Easement granted hereunder.

“Hazardous Substances” mean (i) any petroleum, petroleum products or byproducts and all other hydrocarbons, petrochemicals, crude oil or any fraction thereof, coal ash, radon gas, asbestos, asbestos-containing material, urea formaldehyde, polychlorinated biphenyls, chlorofluorocarbons and other ozone-depleting substances; and (ii) any chemical, material, substance or waste (including thermal discharges) that is prohibited, limited or regulated by, or pursuant to, any Environmental Law.

“Permits” mean the permits, licenses, consents, approvals and other governmental authorizations relating primarily to the operations and activities of Grantee contemplated by this Grant, including without limitation, the Environmental Permits.

“Release” means any actual or threatened release, spill, emission, emptying, escape, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment or within any building, structure, facility or fixture.

“Remediation” means the investigation, cleanup, removal, transportation, disposal, treatment (including *in-situ* treatment), management, stabilization, neutralization, collection, or containment of Hazardous Substances which are at, on, under, and/or migrating from the Easement Area or the Temporary Easement Area, and/or which are Released on any of the Grant Areas due to or associated with any act or omission of Grantee or Grantee’s Agents in connection with Grantee’s exercise of the Easement granted hereunder, and including, without limitation, any monitoring, operations and maintenance activities that may be required by any Governmental Authority after the completion of any such investigation, study, cleanup, removal, transportation, disposal, treatment, neutralization, collection, or containment activities as well as the performance of any and all obligations imposed by any Governmental Authority in connection with the investigation, cleanup, removal, transportation, disposal, treatment (including *in situ* treatment), management, stabilization, neutralization, collection, or containment of Hazardous Substances which are at, on, under, and/or migrating from the Easement Area or the Temporary Easement Area and/or which are Released on any of the Grant Areas due to or associated with any act or omission of Grantee or Grantee’s Agents in connection with Grantee’s exercise of the Easement granted hereunder.

2. **Nature of Grant**. Grantor grants to Grantee the non-exclusive right and authority to (i) use the Easement Area and the Temporary Easement Area for the construction and installation of the Sewer pursuant to the Plans (as defined in Section 7 hereof), and for the operation, maintenance, repair, modification, upgrade, replacement (not expansion) and removal of the Sewer after installation is completed as provided herein and (ii) enter upon Grantor’s Land via the Access Areas to the extent required to perform the foregoing activities (the rights herein

granted are collectively called the “**Easement**”). Grantee’s Agents may enter the Grant Areas on behalf of Grantee to exercise the rights granted to Grantee herein.

3. **Reserved Rights**. Without in any way intending to limit the rights of Grantor as the fee owner of Grantor’s Land by specifying the following, the Easement is subject to Grantor’s rights to construct, erect, repair, expand, alter, replace, install, operate, maintain or remove its improvements, facilities and equipment, including but not limited to, electric and/or gas transmission or distribution lines, communication lines and/or facilities, service connections, facilities and appurtenances, including but not limited to pipes, fixtures, conduits, counter poises, manholes and duct lines, together with the wires, cables and terminal boxes presently located in, on, over, through, across or adjacent to the Grant Areas and those constructed or installed by Grantor after the date of this Grant (all of which are herein referred to as “**Grantor’s Facilities**”); provided that, with respect to Grantor’s Facilities that are constructed or installed after the date of this Grant, Grantor’s use of such Grantor’s Facilities is not inconsistent with, and does not materially interfere with, the Easement granted hereunder.

4. **Duration of Easement**. (a) Subject to the conditions, limitations and requirements set forth in this Grant, the term of this Grant shall commence upon the date (the “**Commencement Date**”) which is the earlier of: (i) the date the New York State Public Service Commission (“**PSC**”) approves this Grant or is deemed to have approved this Grant pursuant to Section 70 of the Public Service Law, within the time period provided by Section 12(d) hereof, with no conditions; or (ii) the date the PSC approves this Grant pursuant to Section 70 of the Public Service Law with conditions, within the time period provided by Section 12(d) hereof, and neither Party shall have sent a written notice to the other Party stating that any such condition is not acceptable to it within the time frame provided for such notices in Section 12(d) hereof, and, shall continue for the period of time the Sewer is required for Grantee’s purposes.

(b) Upon the occurrence of any of the following events, the Easement and this Grant shall terminate, without any notice required to be given to Grantee: (x) should Grantee not construct and commence the operation of the Sewer within three (3) years of the Commencement Date, for any reason; (y) if the Sewer becomes inoperative or unused for any reason whatsoever for a continuous period of one (1) year, unless (A) prior to the expiration of such one (1) year

period, Grantee notifies Grantor that it intends to commence use of the Sewer, and (B) such use is expeditiously commenced; or (z) if the Easement Area shall be taken by any Governmental Authority in the exercise of the power of eminent domain as provided in Section 20 hereof. In the event that the Easement shall terminate in accordance with this Section, this Grant shall be of no further force and effect, Grantor will possess all of the rights to the Grant Areas it enjoyed prior to the delivery of this Grant, and neither of the Parties shall have any further obligations under this Grant except that Grantee shall remain fully liable for those obligations under this Grant that expressly survive termination, including without limitation those set forth in Environmental Liability (Section 17), Insurance (Section 18), Indemnity (Section 19) and Non-Disclosure (Section 36) and for those obligations incurred prior to termination of this Grant that remain unfulfilled by Grantee at the time of termination. Upon the request of Grantor, Grantee will sign and deliver an appropriate instrument, in recordable form, releasing the rights given to it by this Grant and substantially in the form of Exhibit D attached hereto and made a part hereof (a “**Termination Agreement**”).

(c) Notwithstanding anything contained herein to the contrary and without limiting any provisions regarding termination of the Easement contained herein, Grantee’s rights in and to the Temporary Easement Area shall terminate upon completion of the Initial Construction; provided however (i) in the event use of the Temporary Easement Area is required for any Subsequent Construction, (ii) Grantee specifies the need for such use in its Plans for any such Subsequent Construction and (iii) Grantor approves such use in connection with the Plans for such Subsequent Construction, Grantee’s rights and obligations hereunder with respect to the Temporary Easement Area shall be reinstated, until such time as such Subsequent Construction is completed. Each such termination of Grantee’s rights with respect to the Temporary Easement Area shall terminate in accordance with this subsection, without any notice required to be given to Grantee.

5. **Easement Costs and Expenses.** Grantee shall promptly pay to Grantor, within thirty (30) days of receipt of any bills rendered by Grantor: (i) the full amount of all reasonable costs and expenses which may be incurred by Grantor in supporting, protecting or examining Grantor’s Facilities during the initial construction and installation of the Sewer (the “**Initial Construction**”) or during any operation, repair, maintenance, modification, upgrade,

replacement (not expansion), relocation or removal of the Sewer ("**Subsequent Construction**") pursuant to the terms of this Grant; and (ii) the full amount of any other costs and expenses Grantee is required to pay or reimburse to Grantor pursuant to the terms of this Grant. Notwithstanding the foregoing, Grantees may reasonably contest a bill. If Grantees contest a bill, Grantees shall pay Grantor under protest subject to refund based on the outcome of the contest. The provisions and obligations of Grantee in this Section 5(b) shall survive the expiration, revocation and/or termination of this Grant.

6. **Boundaries of the Easement Area.** (a) The boundaries of the Easement Area shall not exceed thirty (30) feet in width. The Grantee shall install the Sewer through or as close to the center of the Easement Area, as physically practicable. Grantee shall install and maintain, at Grantor's request, above-ground markers at such locations as may be designated by Grantor, plainly indicating the location and ownership of the underground portions of the Sewer.

(b) Grantee and Grantee's Agents shall maintain clearances from Grantor's Facilities at all times in accordance with the provisions of the National Electric Safety Code and OSHA and any other rules and regulations applied by Grantor to the Easement Area or Grantor's Facilities.

7. **Plans and Specifications.** (a) Prior to the Initial Construction, or any Subsequent Construction in or on the Easement Area pursuant to the terms of this Grant, Grantee will submit to Grantor not less than ninety (90) days prior to the scheduled entry onto the Easement Area, four (4) copies of detailed final plans and specifications (herein the "**Plans**") describing the Initial Construction, and all phases of Subsequent Construction, as applicable, for Grantor's examination and Grantor's prior written approval. If Grantor approves of the Plans, Grantee shall be notified in writing and on or after the date specified in such notice, Grantee shall be permitted to enter upon the Easement Area to commence and complete, as applicable, the Initial Construction or the Subsequent Construction, pursuant to the approved Plans. If Grantor disapproves of the Plans within ninety (90) days of receipt and notifies Grantee of its objections or concerns, then Grantor and Grantee shall use good faith efforts to resolve their differences for a period of thirty (30) days following Grantee's receipt of Grantor's objection notice. Notwithstanding anything to the contrary contained herein, no work shall be permitted under this

Grant unless the Plans, and any modification(s) thereto, are approved in advance and in writing by Grantor.

(b) Within thirty (30) days after the completion of the Initial Construction (and, as applicable, of any Subsequent Construction) pursuant to this Grant, Grantee will deliver to Grantor a complete detailed set of "as-built" drawings and a survey, certified as being accurate by a professional engineer and licensed surveyor, as applicable, which shall indicate, among other things, the alignment and grades of the Sewer, as well as AutoCad versions of such drawings and survey. Failure of Grantee to satisfy this requirement shall be cause for Grantor to preclude the operation of the Sewer by court order on notice to Grantee.

(c) Grantor and Grantee hereby acknowledge and agree that any review, approval or disapproval by Grantor, or any other action by Grantor with respect thereto, of any of the Plans, specifications, drawings, surveys or any other materials furnished by Grantee to Grantor is solely for Grantor's benefit, and does not constitute any representation, warranty, or assumption of liability by Grantor with respect to any aspect thereof whatsoever.

8. **Grantee's Responsibilities.** (a) During the Initial Construction or any Subsequent Construction in or on the Easement Area, Grantee and Grantee's Agents shall not (i) remove any unnecessary soil or earth from the Grant Areas, nor cut, trim, move, demolish and/or remove any brush, trees or other obstructions in the Grant Areas, unless part of the approved Plans, (ii) pile or store excavated material or any other materials within the bounds of any parking areas or any roads used to access, service, maintain or repair Grantor's Facilities, (iii) transport, use, or store any Hazardous Substances on, in, at or near the Grant Areas, (iv) violate any requirements of applicable laws, including without limitation, the National Electric Safety Code and OSHA or any other requirements for proper clearance from any overhead transmission lines, nor (v) perform such work in a manner that adversely affects or interferes with Grantor's Facilities or the use and enjoyment of the Grant Areas or Grantor's Land by Grantor or any other parties with rights thereto. Furthermore, during construction, all equipment shall be grounded to limit electrostatic induced current. The use of explosives or blasting material to perform any part of the work in the Easement Area is strictly prohibited except with Grantor's prior written approval, which approval may be withheld for any reason. In the event such written consent is

extended, a representative will be assigned by Grantor to monitor blasting and protect Grantor's interests, and Grantee shall reimburse Grantor for the entire cost and/or expense of furnishing said representative. Grantor or Grantor's representative may withdraw Grantor's approval at any time, either orally or in writing, in Grantor's sole discretion.


(b) If damage is sustained by, or occurs to, Grantor's Facilities or its other property during the Initial Construction or any Subsequent Construction, Grantee shall notify the Transmission Line Supervisor, at telephone number (845) 783-5562 immediately upon the occurrence of such mishap and confirm notification in writing within twenty-four (24) hours thereafter. Alternatively, if the Supervisor is not reachable, Grantee shall notify Grantor's 24-hour Central Information Group (CIG) at (877) 434-4100. If the CIG number is not accessible, Grantee shall use its best efforts to locate an alternate number to provide the immediate notification to Grantor. All damages and repairs caused in whole or in part by Grantee and/or Grantee's Agents shall be paid by, and be the sole liability of, Grantee.

(c) Grantee, at its sole cost and expense, will restore the portions of the Grant Areas disturbed by Grantee or Grantee's Agents to substantially the same condition and grade that existed prior to such disturbance. At the request of Grantor, Grantee will seed the Easement Area after completion of the Initial Construction or any Subsequent Construction to the reasonable satisfaction of Grantor.

(d) Grantor shall have the right to enter upon the Grant Areas at all reasonable times to inspect the progress of any work permitted by this Grant and to determine that the provisions of this Grant are being complied with; provided that Grantor shall not be obligated to make any such inspection and Grantee agrees that any review, inspection and/or approval by Grantor of any work is solely for Grantor's benefit, and does not constitute any representation, warranty or assumption of liability by Grantor with respect to any aspect thereof whatsoever.

9. **Compliance with Laws and Regulations**. Grantee shall, and shall cause Grantee's Agents to, comply with all laws, ordinances and regulations of any Governmental Authority and any and all rules and regulations applied by Grantor to the Easement Area or Grantor's Facilities. Without limiting the foregoing, Grantee shall, and shall cause Grantee's Agents to, comply with all Environmental Laws, and take such action or, omit to take such

action, so as not to violate any Environmental Laws. Grantee shall be solely responsible to obtain and procure all Permits and any other items needed for the Initial Construction or any use, operation and maintenance of the Grant Areas as required here

Grantee  aintenance. Grantee shall take good care of the Sewer, and the nces thereto, make all repairs, ordinary and extraordinary, foreseen and unforeseen, to the Sewer and, as may be affected by Grantee's or Grantee's Agents use thereof, the Grant Areas, and shall maintain, keep and operate the Sewer and, as may be affected by Grantee's or Grantee's Agents use thereof, the Grant Areas, in first class order, repair and condition. Grantor shall not be responsible in any manner for loss of, or damage to, the Sewer, or any of Grantee's facilities, fixtures or property from any cause whatsoever, and Grantee assumes all risk(s) therefor. Additionally, Grantee shall keep the Grant Areas free and clear of rubbish, debris, and refuse, and shall not encumber or obstruct the same or allow the Grant Areas to be encumbered or obstructed in any manner. In addition, Grantee shall remove snow and ice as is necessary for the construction and installation of the Sewer and for the operation and maintenance of the Sewer after installation is completed. All maintenance and repair of the Sewer and, as may be necessary or convenient to Grantee's or Grantee's Agents use thereof, the Grant Areas, including maintaining barriers and removing snow and debris, are to be performed by Grantee at Grantee's sole cost and expense. Any maintenance and repair required to the Access Areas due to the use by Grantee or Grantee's Agents pursuant to this Grant, shall be performed by Grantor, at Grantee's sole cost and expense.

11. **Restrictions of Easement.** Grantee shall not, and shall cause Grantee's Agents to not, construct, erect or place on any portion of the Grant Areas any trees, buildings, structures, machinery or vehicles that will interfere with Grantor's use of its properties, including the Grant Areas, or the conduct of Grantor's businesses. Subject to Section 3 hereof, at all times during the term of this Grant, Grantor shall have priority to use the Grant Areas for the conduct of its business if a conflict for the use of such areas arises between Grantor and Grantee.

12. **Default and Termination.** (a) Without limiting any other provision contained in this Grant, upon the occurrence of an Event of Default (as defined below), Grantor shall have the

right to terminate this Grant upon notice to Grantee and this Grant will terminate on the date specified in said notice. In addition, and notwithstanding anything to the contrary contained herein, this Grant shall terminate pursuant to the provisions outlined in Section 4, Section 7, Section 12(d), Section 16 and Section 20 hereof. Upon termination of this Grant pursuant to its provisions, this Grant shall be of no further force and effect, Grantor will possess all of the rights to the Grant Areas it enjoyed prior to the delivery of this Grant, and neither of the Parties shall have any further obligations under this Grant except that Grantee shall remain fully liable for those obligations under this Grant that expressly survive termination, including but not limited to those set forth in Environmental Liability (Section 17), Insurance (Section 18), Indemnity (Section 19) and Non-Disclosure (Section 36), and for those obligations incurred prior to termination of this Grant that remain unfulfilled by Grantee at the time of termination. Upon the request of Grantor, Grantee will promptly execute and deliver a Termination Agreement.

(b) Event of Default: To the extent not otherwise provided, each of the following events shall constitute an "Event of Default":

(i) Non-payment: If Grantee fails to timely pay any amount when due hereunder and such failure continues for fifteen (15) days or more after written notice from Grantor that such payment is overdue; or

(ii) Breach/Failure to Perform: If Grantee or Grantee's Agent fails to perform or comply with any of the terms or provisions of this Grant (except for payment obligations which are covered by clause 12(b)(i)), and Grantee fails to cure such failure within thirty (30) days after notice from Grantor of such failure, or if the failure to perform is of a nature that it cannot reasonably be cured within said thirty (30) day period, if Grantee fails to commence curing such failure within such thirty (30) day period or fails at any time thereafter to diligently and in good faith proceed to cure such failure; or

(iii) Prohibited Uses: If any Grant Area or any portion thereof shall be used for any purpose other than the purposes provided for herein; or

(iv) Liens/Encumbrances: If Grantee causes or permits any lien, encumbrance, chattel mortgage or any security interest to be created, filed or otherwise apply with respect to the Grantor's Land, including without limitation the Easement Area, the Temporary Easement Area or the Access Areas, or any portion thereof, and fails to discharge, at Grantee's expense, by bonding or otherwise, the same within thirty (30) days thereafter. Grantee shall defend, indemnify and hold harmless Grantor and Grantor's Indemnitees (as hereinafter defined) from all such liens, encumbrances, chattel mortgages or security interests; or

(v) Mortgages: If Grantee causes or permits any mortgage or deed of trust to be created encumbering Grantor's Land, including without limitation the Easement Area, the Temporary Easement Area or the Access Areas, or any portion thereof.

(c) In addition to all other rights and remedies available to Grantor, upon a default, breach or other failure of any obligations to be performed by, or on behalf of, Grantee pursuant to this Grant, Grantor may perform such obligations and take any and all other actions as it determines are necessary to cure such failure provided that (i) if no emergency exists, Grantor shall have provided Grantee with thirty (30) days prior notice of its intent to take such action, and such failure shall be continuing upon the expiration of such thirty (30) day period (or if such failure is not curable within said period, within such longer period as is reasonably necessary to cure such failure, provided Grantee begins to cure such failure within such thirty (30) day period and thereafter diligently prosecutes the same to completion) or (ii) in any situation which is an emergency or in which the integrity, operation, reliability, or security of Grantor's Land or Grantor's Facilities is endangered, as determined by Grantor in its sole discretion, Grantor shall have provided written or (notwithstanding any other provisions of this Grant) oral notice, if practicable, or, if such notice is not practicable, then without giving prior notice to Grantee, but with notice given as soon thereafter as practicable. Grantee shall immediately reimburse Grantor for the entire cost and/or expense of such cure and any other actions by Grantor in connection therewith.

(d) Without limiting any other provision contained in this Grant, this Grant shall terminate if the PSC declines to approve this Grant or is deemed not to have approved this Grant, pursuant to Section 70 of the New York Public Service Law or approves it with any one or more conditions that are not acceptable to either Party in its sole discretion; provided, however, in order to give rise to a termination of this Grant due to an unacceptable condition, a Party must send a written notice to the other Party stating that such condition is not acceptable within ten (10) business days after it has received notice of such condition. Notwithstanding anything contained herein to the contrary, this Grant shall terminate if the PSC fails to either approve this Grant with conditions acceptable to both Parties or to reject this Grant within one (1) year from the date hereof.

13. **Relocation.** If Grantor decides to change the course or lay-out of any of Grantor's Facilities or the Access Areas, or to construct, install, maintain or operate new facilities in, on, over or across the any of the Grant Areas, requiring relocation or altering of the Easement Area, the Temporary Easement Area and/or the Access Areas, Grantor will give Grantee not less than thirty (30) days notice in which notice Grantor shall reasonably describe the action or activity intended to be taken by Grantor. After receipt of such notice, Grantee shall cooperate with Grantor by promptly doing all things necessary to relocate or alter the Sewer or the affected portion of the Grant Areas so as not to interfere with Grantor's work, provided that any such relocation of the Easement Area is not inconsistent with, and does not materially interfere with, its use by Grantee as contemplated by this Grant. The expenses incurred by Grantee in relocating or altering Grantee's facilities shall be the sole responsibility of Grantee.

14. **Grant Limited.** No other or greater estate, right or interest than that specifically herein set forth shall be deemed to be granted to Grantee or created hereby; nor shall any other use or occupancy, for whatever length of time continued, be deemed to create any greater estate, right or interest than that which is specifically given by this Grant.

15. **Interference.** Subject to Section 3 hereof, Grantee will exercise the rights hereby granted so as not to interfere with or endanger the proper and safe operation, use and enjoyment of Grantor's Facilities or Grantor's use of the Grant Areas, or use of its other remaining property.

16. **Taxes, Assessments and Other Charges.** Grantee agrees to pay any and all taxes, assessments and other impositions assessed or imposed on, or which arise out of, or are attributable to, use of the Grant Areas or the Sewer and/or the recording of this Grant. Grantee shall have the right to employ and to exhaust all available remedies to contest the amount of, and the liability for, such taxes, assessments and other impositions, provided, however, that if a lien shall at any time be filed against Grantor's Land, including without limitation, any of the Grant Areas, Grantor's Facilities, or other property of Grantor, or any interest therein because of such taxes, assessments or impositions, Grantee shall cause the same to be discharged of record by either payment, deposit or bond within twenty (20) days after receiving notice of said lien. If Grantee shall fail to discharge such lien within such period, then, in addition to any other rights or remedies of Grantor and notwithstanding any other provision herein to the contrary, Grantor may terminate this Grant by giving Grantee notice of its election to do so, and five (5) days after the forwarding of said notice, this Grant shall be deemed terminated. Upon request of Grantor, Grantee will execute and deliver a Termination Agreement. In addition, if Grantee shall fail to timely pay any such taxes, assessments and other impositions, Grantor may (but shall not be obligated to) make such payment on behalf of Grantee and, notwithstanding Section 12(b)(ii) hereof, such payment may be made prior to any notice or the expiration of any cure period in the event necessary to avoid any penalty, interest, late charge, lien or foreclosure. Grantee shall promptly reimburse Grantor for any such payment made, as well as any costs and expenses incurred by Grantor in connection therewith. The foregoing reimbursement obligations of Grantee shall survive the expiration, revocation and/or termination of this Grant.

17. **Environmental Liability.** (a) As a condition of this Grant, Grantee shall be solely responsible and liable for, and shall defend, indemnify and hold Grantor and Grantor's affiliates and their respective directors, trustees, officers, employees, agents, representatives, successors and assigns (collectively "**Grantor's Indemnitees**") harmless from and against any and all claims and liabilities under any Environmental Laws, including any Remediation costs, relating to any of the Grant Areas or this Grant provided the same arise out of or in connection with: (i) the existence of Hazardous Substances in, on, under or migrating from or through any of the Grant Areas that are discovered as a result of Grantee's or Grantee's Agents use of, or work, operations, or activities in, on, at or near the Grant Areas or any portion(s) thereof, (ii) any Release of any Hazardous Substances in, on, under, over or migrating to, from or through the

Grant Areas or other lands owned by Grantor, caused by or associated with any act or omission of Grantee or Grantee's Agents or (iii) any violation of Environmental Laws by Grantee or Grantee's Agents in connection with this Grant.

(b) The Remediation required hereunder, shall be performed by Grantee promptly, at Grantee's sole cost and expense, and shall include the preparation by Grantee of any and all required filings, reports, notifications, and all other submissions to comply with all requirements of all Environmental Laws and each and every Governmental Authority. Should any Governmental Authority deem that a cleanup or Remediation plan be prepared and that a cleanup or Remediation be undertaken, then Grantee shall, at Grantee's sole cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans under Grantee's own EPA number. Grantee shall promptly provide Grantor with a copy of any notices, correspondence, filings, reports, and submissions made by, or on behalf of, Grantee to, or received by Grantee from, any Governmental Authority. Grantee hereby indemnifies and shall defend and save Grantor and Grantor's Indemnitees harmless from all costs, penalties, fines, suits, procedures, claims and actions of any kind, including reasonable attorney's fees, arising out of Grantee's failure to provide all information, make all submissions and take all actions required in connection with such Remediation or by any and all Environmental Laws or any Governmental Authority.

(c) The Parties further agree to cooperate with each other concerning matters that affect Grantor's Land, including without limitation the Grant Areas, including plans to prevent or respond to spills of oil or Hazardous Substances required by any Governmental Authority and the selection of a response measure or remedial action and any follow-up or other reports required under Environmental Laws in connection with any Release in relation to this Grant or the Easement.

(d) Grantee shall contractually require Grantee's Agents to comply with all applicable legal requirements, Environmental Laws and with any Governmental Authority's environmental directives, including those pertaining to wetlands management, as a condition of this Grant.

(e) The provisions and obligations of this Section 17 shall survive the expiration, revocation and/or termination of this Grant.

18. **Insurance.** (a) During the term of this Grant, Grantee shall, at its sole cost and expense, procure and keep in force, and during all times that Grantees' Agents perform work of any nature pursuant to this Grant, Grantee shall cause such Grantee's Agents (including contractors of every tier) to secure and keep in force, at its or their sole cost and expense, policies of: (i) comprehensive public liability insurance protecting and insuring Grantee and naming Grantor, and Grantor's Indemnitees as additional insureds with respect to any and all claims for damages to property or injuries to persons, (including loss of life) occurring upon, in or about the Easement Area, the Temporary Easement Area, the Access Areas or the adjoining property of Grantor, in an amount not less than \$5,000,000.00 (such insurance to have an "occurrence" determinant of coverage and not a "claims made" determinant of coverage); (ii) statutory workers' compensation insurance as required by law and employer's liability insurance, including in respect of accidents, with a limit of at least \$500,000 per accident and for each occupational disease (with a limit of at least \$500,000 per employee); and (iii) commercial automobile liability insurance that covers all owned, non-owned and hired vehicles used in connection with this Grant with limits not less than \$1,000,000.00 per accident for bodily injury and property damage, and naming Grantor, and Grantor's Indemnitees as additional insureds.

(b) Grantor shall have the right to require Grantee, and to cause Grantee to require Grantee's Agents (including contractors of every tier), to provide reasonable increases to the policy limits of all insurance required under this Grant.

(c) Grantee shall furnish other insurance covering the Easement Area and/or the Temporary Easement Area (in such amounts as may from time to time be reasonably required by Grantor) against other insurable hazards which at the time are commonly insured against in the case of sanitary sewers similarly situated, due regard being given to the size of the Easement Area and the Temporary Easement Area, its construction, location, frequency of use and method of operation.

(d) All insurance required by this Section 18 shall be effected under standard form policies, issued by stock or mutual company insurers of recognized responsibility, authorized to do business in the State of New York and having a rating of not less than "A-" (excellent) by A.M. Best, or a company otherwise acceptable to Grantor. The insurance policies required by

this Section 18 shall not be cancelled, amended or changed, except upon thirty (30) days prior written notice to Grantor or its designated representatives. If any insurance coverage should lapse for any reason, Grantor shall have the right to pay the premium due and collect the same, from time to time, from Grantee as additional payment for this Grant.

(e) Grantee shall deliver to Grantor certified copies of the policies, or Certificates of Insurance, evidencing the insurance coverage required by this Grant and, thereafter, not later than ten (10) days prior to the expiration of any policy, a certified copy of the policy, or Certificate of Insurance, evidencing that such insurance has been renewed or substituted.

(f) Grantee shall cause all insurance required of Grantee and Grantee's Agents hereunder to include waivers of subrogation in favor of Grantor with regard to claims, damages, recoveries, payments, liabilities, actions, causes of actions, proceedings, demands, obligations, attachments, fines, costs and expenses, arising out of this Grant, or the construction, use or operation of the Sewer, or the use and occupancy of any of the Grant Areas by Grantee or Grantee's Agents.

(g) The insurance provided for in this Section 18 shall be primary and non-contributory with any insurance carried by Grantor and shall not require that Grantor pay any premium thereunder.

(h) Neither the maintenance of the insurance specified in this Section 18 nor the limits of liability applicable to such insurance shall define or limit the liability of Grantee or Grantee's Agents under this Grant.

(i) Grantor's failure to require strict compliance or exercise its rights with regard to this Section 18 shall not constitute a waiver on Grantor's part. The provisions of this Section 18 shall survive expiration, revocation and/or termination of this Grant.

19. **Indemnity.** (a) To the fullest extent permitted by law, Grantee shall defend, indemnify and save free and harmless Grantor and Grantor's Indemnitees from and against any and all claims, liabilities, actions, proceedings, causes of action, demands, obligations, damages, suits, liens, attachments, fines, costs and expenses (including reasonable attorney's fees), recoveries or payments, whether based in contract, tort (including negligence, gross negligence

or strict liability) or otherwise, which are asserted, suffered, incurred, by any person or entity (including the Parties hereto) which arise from, relate to or are connected with, in whole or in part, (i) any act, omission or negligence of Grantee, or Grantee's Agents, or (ii) any default or failure of Grantee to perform its obligations contained in this Grant, or (iii) the construction, use or operation of the Sewer or any of the Grant Areas. The foregoing claims, liabilities, actions, proceedings, causes of action, demands, obligations, damages, suits, liens, fines, attachments, costs and expenses (including reasonable attorney's fees), recoveries or payments, are hereinafter referred to collectively as the "Covered Claims". To the fullest extent permitted by law, Grantee hereby irrevocably and unconditionally releases and forever discharges Grantor and Grantor's Indemnitees from any and all liability for any of the Covered Claims, and waives any and all rights to assert any of the Covered Claims against Grantor or Grantor's Indemnitees or any of them.

(b) Grantor and Grantee agree, to the fullest extent permitted by law, that under no circumstances shall Grantor or Grantor's Indemnitees or any of them be liable to Grantee, whether in contract, tort (including negligence, gross negligence and strict liability), or otherwise, for any special, indirect, incidental, or consequential damages (including but not limited to damage, loss, liability, costs and expenses resulting from loss of use, loss of business, business interruption, loss of profits or revenue, costs of capital, loss of goodwill, claims of customers, and like items of special, indirect, incidental, or consequential loss or damage, but specifically excluding any amounts due and payable pursuant to the terms of this Grant, including without limitation, any claims of third parties to which Grantor is indemnified against pursuant to the terms hereof, which may be categorized as a consequential damage) which arise from, relate to, or are connected with this Grant, the Easement Area, the Sewer or any act or omission of any person or entity concerning this Grant, whether or not such damages, loss, liability, costs and expenses are caused in whole or in part by the acts or omissions (including negligence or gross negligence) of the Grantor or Grantor's Indemnitees or any of them. The foregoing damages are hereinafter referred to collectively as "Consequential Losses". To the fullest extent permitted by law, Grantee hereby irrevocably and unconditionally agrees to release and forever discharge Grantor from any and all liability for any Consequential Losses and to waive any rights to recover any Consequential Losses from Grantor. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally agrees to release and forever

discharge Grantee from any and all liability for any Consequential Losses and to waive any rights to recover any Consequential Losses from Grantee. If a court of competent jurisdiction determines that any provision of this Section 19 is unenforceable, the total liability of Grantor for all matters which otherwise would have been covered by such provisions shall not exceed \$100,000.00. If a court of court of competent jurisdiction determines that any provision of the preceding sentence is enforceable, such court shall limit the operation of such provision so as to give it the effect intended to the fullest extent permitted by law.

(c) The provisions of this Section 19 shall survive expiration, revocation and/or termination of this Grant.

20. **Condemnation.** (a) In the event that the Easement Area, the Temporary Easement Area or Access Area, or any portion thereof shall be taken by any Governmental Authority in the exercise of the power of eminent domain (a "**Taking**"), this Grant shall continue in full force and effect except that the Easement granted hereunder shall terminate as to such area affected by such Taking, as of the date Grantor or Grantee is divested of its title, right or interest thereto. The control of the condemnation proceeding shall at all times be vested in Grantor as the owner in fee of Grantor's Land.

(b) Notwithstanding the foregoing Subsection (a), in the event that the Easement Area is affected by the Taking such that it no longer serves Grantee's purposes as contemplated hereunder, this Grant shall terminate as of the date Grantor or Grantee is divested of its title, right or interest thereto, in accordance with Section 12(a) hereof. In the event that only the Temporary Easement Area is affected by the Taking and the result is that such area no longer serves Grantee's purposes as contemplated hereunder, Grantor shall grant Grantee an alternative temporary easement area, in a location to be designated by Grantor.

(c) Any award attributable to a Taking of the Easement Area shall, if not separately awarded to the Parties with respect to their separate interests by the condemning authority, be equitably allocated among the Parties, as their respective interests may appear. Any award attributable to a Taking of the Temporary Easement Area or an Access Area shall belong to Grantor.

(d) Nothing herein shall preclude Grantee from pursuing any claims against the condemning authority with respect to any facilities, personal property, equipment or fixtures taken or the costs of relocation, and all awards with respect to such claims shall be the exclusive property of Grantee.

21. **Notices.** Any notice, consent, approval, certificate, permission or other communication required or permitted to be given or made by either Party to the other, pursuant to this Grant shall be in writing and shall be deemed given, if delivered personally, by nationally recognized overnight courier or by certified mail, return receipt requested, as of the date of receipt or the date of refusal to accept receipt by the addressee (whichever is the earlier to occur). No other method of delivery shall satisfy the Notice requirements hereunder. Notices, consents, approvals, certificates, permissions and other communications shall be addressed to:

If to Grantor, sent to:

Orange and Rockland Utilities, Inc.
One Blue Hill Plaza
Pearl River, New York 10965
Attention: Real Estate Department

with a copy to:

Consolidated Edison Company of New York, Inc.
4 Irving Place, Room 1810
New York, NY 10003
Attention: Associate General Counsel - Commercial Transactions

If to Grantee, sent to:

The Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962
Attn:

with a copy to:

William J. Reddy, Esq.
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Any Party may designate a different address from the one described above for the purpose of this Section 21 by sending written notice to the other Party in the manner prescribed herein.

22. **Condition of Easement Area – Title.** Grantee accepts the Easement Area “as-is”, in its present condition after a full and complete examination thereof. Grantor makes no representation or warranty as to the suitability of the Easement Area for the Sewer and related equipment, the Temporary Easement Area, the Access Areas or otherwise. The Grant Areas are hereby granted subject to (i) title, title defects, encumbrances, conditions, covenants, restrictions, agreements, easements, and mortgages, if any, as may exist with respect to the Grant Areas, (ii) any state of facts that an inspection or accurate survey of the Grant Areas would disclose, (iii) all zoning, safety, labor, health, sanitation and other laws, orders, rules and regulations of any Governmental Authority and violations, if any, thereof and (iv) subject to Section 3 hereof, Grantor’s right to grant or convey easements or any other interest in the Grant Areas.

23. **Removal of Facilities.** Upon the expiration or earlier termination of this Grant, Grantee, at its sole cost and expense, shall remove the Sewer and any other facilities, personal property or fixtures of Grantee from the Easement Area, and upon the expiration of Grantee’s rights to use the Temporary Easement Area, any equipment, materials or personal property from the Temporary Easement Area. Grantee, at its sole cost and expense, shall repair any damage done to any part of the Grant Areas caused by such removal. Any portion of the Sewer, facilities, equipment, materials, personal property or fixtures not so removed by Grantee or Grantee’s Agents shall be deemed abandoned and Grantor may either appropriate any portion thereof to its own use or dispose of same at Grantee’s cost and expense. Grantee shall have no more than sixty (60) days after the termination of this Grant to remove such items and to repair any damage to the Grant Areas, as the case may be, caused by such removal. The provisions and obligations of Grantee of this Section 23 shall survive the expiration, revocation and/or termination of this Grant.

24. **Entire Agreement; Severability.** All understandings and agreements heretofore had between the Parties relating to the subject matter of this Grant are merged into and superseded by this Grant, which alone fully and completely expresses the Parties’ understandings and agreements, and that the same are entered into after a full investigation, neither Party relying upon any statement or representation not embodied herein. If any provision of this Grant or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Grant and the

application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

25. **Construction and Headings.** This Grant shall be construed without regard to any presumption or other rule requiring construction against the Party who prepared this Grant. The headings contained in this Easement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Grant.

26. **No Waiver.** Grantor's failure to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Grant, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment of the performance of one or more obligations of this Grant, or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. Any waiver by Grantor shall be effective only if in writing and signed by Grantor's authorized representative, and then only with respect to the particular event to which it specifically refers.

27. **Estoppel Certificate.** Each Party agrees, within ten (10) days after written request by any other, to execute, acknowledge and deliver to, and in favor of, any present or proposed lender, mortgagee, ground lessor, purchaser, tenant or the like of all or any part of Grantor's Land, an estoppel certificate, in a form reasonably satisfactory to such lender, mortgagee, ground lessor, purchaser, tenant or the like, stating: (i) whether this Grant is in full force and effect; (ii) whether this Grant has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) whether there are any sums then due and owing under this Grant from Grantee, and if so, specifying the amount thereof and the reason therefore; and (iv) whether such Party knows of any default (or event which, with the passage of time, the giving of notice, or both, would constitute a default) on the part of either Party hereto, or whether there is any outstanding claim against either Party arising under this Grant and, if so, specifying the nature of such default or claim.

28. **Grant Runs With The Land.** (a) The benefits and burdens, rights and obligations, licenses, Easement, provisions and restrictions created by this Grant shall be indivisible, and appurtenant to and run with the land and burden and be binding upon the Parties and their

successors-in-interest. The covenants, agreements, restrictions, terms, provisions and conditions of this Grant shall bind and benefit such successors-in-interest (whether by sale, foreclosure or otherwise) with the same effect as if they were mentioned in each instance when either Party is named or referred to herein, it being understood and agreed that upon any transfer of ownership (whether by sale, foreclosure or otherwise) of all or any part of Grantor's Land or Grantee's Land, as the case may be, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Grant.

(b) Notwithstanding the foregoing, (i) neither this Grant, nor any of the rights, interests or obligations hereunder, shall be assigned, sublet or otherwise encumbered, transferred or set over by Grantee, including by operation of law, without the prior written consent of Grantor, except (A) to a third party in connection with the conveyance of all of Grantee's right, title and interest in and to Grantee's Land to such third party or (B) to a lending institution or trustee in connection with a pledge or granting of a security interest in Grantee's Land, and (ii) each Party shall use reasonable efforts to cause any such successor or assign to execute an agreement in recordable form pursuant to which such successor or assign shall assume any and all obligations of its predecessors in interest under this Grant; provided, however, that the failure to obtain any such agreement shall not detract from the provisions of Subsection (a) above and provided further that no assignment or transfer of the rights or obligations of Grantee or its successors or assigns shall release any such party from the full liabilities and obligations under this Grant (whether arising before or after any such transfer of ownership), unless and until the successor or assignee shall have agreed in writing to assume such obligations and duties and Grantor has consented in writing to such release and assumption. Notwithstanding anything herein to the contrary, nothing in this Grant is intended to confer upon any other person except the Parties any rights or remedies hereunder or shall create any third-party beneficiary rights in any person or entity.

29. **Force Majeure.** (a) Notwithstanding anything in this Grant to the contrary, neither Party shall have any liability or be otherwise responsible to the other for its failure to carry out its obligations, with the exception of any obligation to pay money or indemnification, under this

Grant if and only to the extent that it becomes impossible for either Party to so perform as a result of any Force Majeure Event.

(b) If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from performance of its obligations under this Grant, then such Party shall (i) provide prompt written notice of such Force Majeure Event to the other Party giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder, (ii) exercise its reasonable best efforts to continue to perform its obligations under this Grant, (iii) expeditiously take reasonable action to correct or cure the Force Majeure Event, (iv) exercise its reasonable best efforts to mitigate or limit damages to the other Party and (v) provide prompt notice to the other Party hereto of the cessation of the Force Majeure Event.

30. **Recording.** This Grant shall not be recorded until final PSC approval is obtained in accordance with Paragraph 4 herein.

31. **Governing Law.** This Grant shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

32. **Jurisdiction and Enforcement.** Each Party irrevocably submits to the exclusive jurisdiction of (i) the Supreme Court of the State of New York, New York County and (ii) the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Grant or any transaction contemplated hereby. Each Party agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Southern District of New York or, if such suit, action or proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Every party further agrees that service of process, summons, notice or document by a method and as otherwise specified in Section 21 hereof shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Grant or the transactions contemplated hereby in (i) the Supreme Court of the State of New York, New York County, or (ii) the United States District Court for the Southern District of New York, and hereby further irrevocably and

unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

33. **Amendments**. This Grant may be amended, modified or supplemented only by an instrument in writing signed on behalf of each Party hereto, referring to this Grant.

34. **Representations**. Grantee hereby warrants and certifies to Grantor that: (i) Grantee is a municipal corporation, duly organized and in good standing under the laws of the State of New York; (ii) Grantee is authorized to do business in the State of New York and to execute and deliver this Grant; and (iii) the person executing this Grant on behalf of Grantee is authorized and empowered to bind the limited liability company to the terms of this Grant by his or her signature hereto. Grantor hereby warrants and certifies to Grantee that: (i) Grantor is a corporation duly organized and in good standing under the laws of the State of New York; (ii) Grantor is authorized to execute and deliver this Grant; and (iii) the person executing this Grant on behalf of Grantor is authorized and empowered to bind the corporation to the terms of this Grant by his or her signature hereto.

35. **Counterparts**. This Grant may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. This Grant shall not become effective and binding upon either Grantor or Grantee until this Grant or a counterpart thereof is signed by each Party and delivered to the other Party.

36. **Non-Disclosure**. Grantee agrees that at no time, during the term hereof or at any other time, shall Grantee directly or indirectly make or cause or permit others to make any media disclosure, press release, marketing release, advertisement, or any similar public statement or announcement regarding this Grant, the Easement, Grantee's or Grantor's use of Grantor's Land, including without limitation the Grant Areas, or otherwise using Grantor's name, without obtaining Grantor's prior written consent, which consent may be withheld in Grantor's sole and unfettered discretion. Grantee and Grantor agree that Grantee's violation of this Section will constitute a material violation of this Easement and that the damages that Grantor will suffer will be substantial, but will be impossible or difficult to ascertain with precision. Accordingly, upon each such violation of this Section, Grantee, to the fullest extent permitted by law, shall be required to pay to Grantor, immediately upon demand, the sum of Ten Thousand Dollars

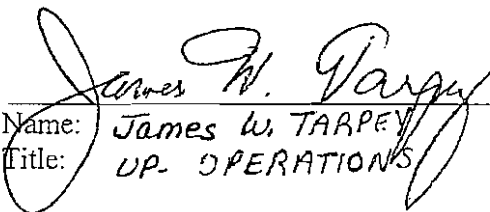
(\$10,000.00) as liquidated damages (“Liquidated Damages”) and not as a penalty. Grantee and Grantor hereby expressly agree that the amount of the Liquidated Damages set forth herein is a fair and reasonable estimate of the actual damages that Grantor would suffer upon each violation of this Section by Grantee. In the event a court of competent jurisdiction shall determine that Grantee’s obligation to pay the amount of Liquidated Damages set forth herein is unenforceable, Grantee and Grantor agree that the amount of Liquidated Damages that Grantee shall pay to Grantor shall be the maximum amount permitted by law and that the court may determine that maximum amount. Grantee agrees that in addition to Grantor’s other remedies pursuant to this Easement and applicable law (including without limitation, receiving the payment of Liquidated Damages), Grantor is entitled to injunctive relief to enforce this Section and to enjoin any violations or threatened violations of this Section. Grantee hereby agrees to reimburse Grantor for any and all court and/or reasonable attorney fees, costs and expenses incurred by Grantor in connection with a violation or threatened violation of this Section by Grantee. The provisions of this Section shall survive the expiration and any earlier termination of this Grant.

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant to be signed as of the day and year first above written.

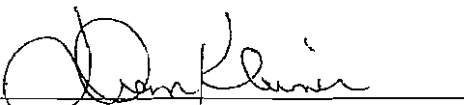
GRANTOR:

ORANGE AND ROCKLAND UTILITIES, INC.,
a New York corporation

By: 
Name: James W. TARPEY
Title: VP. OPERATIONS

GRANTEE:

THE TOWN OF ORANGETOWN,
a municipal corporation

By: 
Name: SUPERVISOR
Title: (THOM KLEWIN)

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 29 day of June, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared James W. Tarpey, 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.

Maria McDonald
Notary Public, State of New York
No. 01MC6105251
Qualified in Rockland County
My Commission Expires: 02/09/08

Maria McDonald
Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF _____)

On the 21~~st~~ day of June, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared THOM KLEINER, 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.

Charles J. Richardson
Notary Public

CHARLES J. RICHARDSON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01R16106425
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES MARCH 1, 2008

EXHIBIT A

Grantor's Land

(See Attached Legal Description)



EXHIBIT A

495

OFFICE OF REAL PROPERTY TAX SERVICES

REVISED THROUGH
FEBRUARY 29, 2014

MAP 111

TOWN OF DANFORD, MASS.

74.15

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

THIS INDEMTURE, made the 24th day of September, nineteen hundred and sixty-four
BETWEEN MAPLE AVENUE REALTY CORP., a domestic corporation,

having its office at 82 Demarest Mill Road, Nanuet, New York

party of the first part, and ORANGE AND ROCKLAND UTILITIES, INC., a domestic
corporation having its office at 10 North Broadway, Nyack, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars paid by the party of the second
part, does hereby remise, release and quitclaim 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, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the

ALL the right, title and interest in that portion of the abandoned road known as
W. 203rd Street which lies westerly of the westerly boundary line of lands now
or formerly of Paulaura Realty Corp., said lands being shown on a Map of
Rockland Village, Section IX A-2 at Hamlet of Orangeburg, dated April 5, 1962
and filed August 1, 1962 as Map No. 3014.

The intent of this deed is to convey that portion of W. 203rd Street which lies
westerly of the easterly line of the Orange and Rockland Utilities, Inc. electric
transmission line easement.

Being part of the lands quit claimed to Paulaura Realty Corp. by the Town
of Orangetown on April 8, 1963 and recorded June 4, 1963 in Liber 761,
Page 155.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ROCKLAND SS:

On the 24TH day of September, 19 64, before me personally came RICHARD SIEMENS

to me known, who, being by me duly sworn, did depose and say that he resides at No. 12 Boxwood Lane, Spring Valley, N.Y. ; that he is the President of MAPLE AVENUE REALTY CORP.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ; that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

41442

Garry Lessinger
GARRY LESSINGER
NOTARY PUBLIC, State of New York
Residing in New York County
Commission Expires March 30, 1965

ATE

EXHIBIT B

Easement Area

(See Attached Legal Description)

EXHIBIT B

PERMANENT EASEMENT:

BEGINNING at a point located at the southwest corner of lands now or formerly of Adam Lukasewski (Tax Lot 74.13-3-6) and the northwest corner of lands now or formerly of the Town of Orangetown (Tax Lot 74.13-3-92); running thence

- 1) S08-10-38E, 8.48 feet along the westerly line of lands now or formerly of the Town of Orangetown (Tax Lot 74.13-3-92); running thence thru lands now or formerly of Orange & Rockland Utilities, Inc. (Tax Lot 74.13-3-1) the following two (2) courses and distances:
- 2) S81-49-22W, 0.86 feet;
- 3) S85-07-23W, 49.22 feet; thence
- 4) N08-10-38W, 30.05 feet along the easterly line of other lands now or formerly of the Town of Orangetown (Tax Lot 74.13-2-10); thence
- 5) N85-07-23E, 50.08 feet thru lands now or formerly of Orange & Rockland Utilities, Inc. (Tax Lot 74.13-3-1); thence
- 6) S08-10-38E, 21.52 feet along the westerly line of lands now or formerly of Adam Lukasewski (Tax Lot 74.13-3-6) to the point or place of BEGINNING.

Consisting of 1,502 square feet of land.

EXHIBIT C

Temporary Easement Area

(See Attached Legal Description)

EXHIBIT C

TEMPORARY EASEMENT:

BEGINNING at a point on the westerly line of lands now or formerly of the Town of Orangetown (Tax Lot 74.13-3-92), said point being located at the terminus of course number one (1) mentioned in the description of the Permanent Easement mentioned above; running thence

- 1) S08-10-38E, 10.00 feet along the westerly line of lands now or formerly of the Town of Orangetown (Tax Lot 74.13-3-92); running thence thru lands now or formerly of Orange & Rockland Utilities, Inc. (Tax Lot 74.13-3-1) the following two (2) courses and distances:
- 2) S81-49-22W, 1.15 feet;
- 3) S85-07-23W, 48.93 feet; thence
- 4) N08-10-38W, 10.02 feet along the easterly line of other lands now or formerly of the Town of Orangetown (Tax Lot 74.13-2-10); running thence again thru lands now or formerly of Orange & Rockland Utilities, Inc. (Tax Lot 74.13-3-1) and also along the southerly line of the Permanent Easement described above the following two (2) courses and distances:
- 5) N85-07-23E, 49.22 feet;
- 6) S81-49-22E, 0.86 feet to the point or place of BEGINNING.

Consisting of 501 square feet of land.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S EMBOSSED SEAL IS A VIOLATION OF SECTION 7204, SUB-DIVISION 1 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES FROM THE ORIGINAL TRACINGS OF THIS SURVEY MAP MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES. CERTIFICATION INDICATED HERE ON SHEET THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE DELAWARE - MARYLAND LAND SURVEYORS ASSOCIATION. LAND SURVEYORS SHALL RUN ONLY TO THOSE TRAINED PERSONNEL AND NOT TO STUDENTS, ETC. WHEN THE SURVEY WAS PREPARED. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL PERSONNEL, INSTITUTIONS, THEIR SUCCESSORS AND/OR AGENCIES OR SUBSEQUENT OWNERS.

ATZL, SCATASSA & ZIGLER P.C.
SURVEYORS PLANNERS
NEW CITY NEW YORK

EXHIBIT D

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (this "**Termination**") dated as of _____, made by **THE TOWN OF ORANGETOWN**, a New York municipal corporation, having an address at 26 Orangeburg Road, Orangeburg, New York 10962 ("**Original Grantee**").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, ORANGE AND ROCKLAND UTILITIES, INC., a New York corporation, having a place of business at One Blue Hill Plaza, Pearl River, New York 10965 (the "**Original Grantor**") granted Original Grantee, by a certain Easement Grant dated as of _____, 2007 (the "**Grant**"), the right and authority to (i) enter upon a thirty (30) foot wide portion of Original Grantor's property described on Exhibit A attached hereto and made a part hereof (the "**Easement Area**"), for the installation, operation and maintenance of a sanitary sewer, as more particularly described in the Grant, (ii) to enter upon a ten (10) foot wide portion of Original Grantor's property described on Exhibit B attached hereto and made a part hereof (the "**Temporary Easement Area**") adjoining the Easement Area, for construction and lay-down purposes during construction work for the sewer, and (iii) use, in common with others, of the walkways, roads and access ways on Grantor's Land for the purpose of entering and exiting the Easement Area and the Temporary Easement Area (the "**Access Areas**"), each as more particularly described in the Grant; and

WHEREAS, the Grant provided that it would terminate upon the happening of certain events described in the Grant; and

WHEREAS, the event described in Section ___ of the Grant has occurred.

NOW, THEREFORE, Original Grantee agrees that effective as of _____, the Grant is terminated and of no further force and effect, and Original Grantee hereby surrenders to Original Grantor, its successors and assigns, all of its right, title, interest and estate in and to the Easement Area, the Temporary Easement Area and the Access Areas.

IN WITNESS WHEREOF, Original Grantee has duly signed and delivered this Termination as of the date first above written.

ORIGINAL GRANTEE:

THE TOWN OF ORANGETOWN,
a municipal corporation

By: _____
Name:
Title:

STATE OF NEW YORK)
) SS.:
COUNTY OF _____)

On the ___ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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

EXHIBIT A

Easement Area

(See Attached Legal Description)

EXHIBIT B

Temporary Easement Area

(See Attached Legal Description)

EXHIBIT B

State Environmental Quality Review Act
Short Environmental Assessment Form

Orangetown Easement Grant

617.20
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 Orange and Rockland Utilities, Inc.	2. PROJECT NAME Orangetown – Easement Grant
3. PROJECT LOCATION: Municipality Town of Orangetown County Rockland County	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Tax Lot 74.13-3-1 Town of Orangetown Rockland County, New York	
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Grant of Easement to Town of Orangetown to support the replacement, rehabilitation, and upgrading of its sewer infrastructure ("Sewer Project"). Attached is a copy of the New York State Department of Environmental Conservation's State Environmental Review Process Certification and the Town of Orangetown's SEQRA Negative Declaration (including a full EAF) for the Sewer Project.	
7. AMOUNT OF LAND AFFECTED: Initially .05 acres Ultimately .05 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? (Choose as many as apply.) <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input checked="" type="checkbox"/> Other Describe: Public facilities	
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 checked="" type="checkbox"/> No If yes, list agency, name, and permit/approval: (See Attachment A and Attachment B for permit/approval for the Sewer Project.)	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval (See Attachment A and Attachment B for permit/approval for the Sewer Project.)	
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: Orange and Rockland Utilities, Inc. Date: 10/9/2007 Signature: Edward M. McDonough SR. Real Estate Representative	

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)

<p>A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>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.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)</p> <p>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: No</p> <p>C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: No</p> <p>C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: No</p> <p>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. No</p> <p>C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: No</p> <p>C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: No</p> <p>C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly: No</p>	
<p>D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain briefly:</p>	
<p>E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ENVIRONMENTAL IMPACTS?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain briefly:</p>	

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.

<p><input type="checkbox"/> Check this box if you have identified one or more potentially large or significant adverse impacts that MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.</p> <p><input type="checkbox"/> 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.</p>	
<p>Name of Lead Agency</p>	<p>Date</p>
<p>Print or Type Name of Responsible Officer in Lead Agency</p>	<p>Title of Responsible Officer</p>
<p>Signature of Responsible Officer in Lead Agency</p>	<p>Signature of Preparer (if different from responsible officer)</p>

State Environmental Quality Review Act
Short Environmental Assessment Form

Orangetown Easement Grant

Attachment A

New York State Department of Environmental Conservation
State Environmental Review Process Certification
December 22, 2006

New York State D
Division of Environm
21 South Platt Corners
Phone: (845) 256-305
Website: www.dec.state.ny.us

Post-it* Fax Note	7671	Date	12-22-06	# of Pages	1
To	Teri Shaughnessy		From		
Co./Dept.	OFC		Co.		
Phone #			Phone #		
Fax #	518-407-7456		Fax #		



Denise M. Sheehan
Commissioner

MEMORANDUM

TO: Timothy P. Burns, P.E. - Program Manager - NYSEFC

FROM: Margaret E. Dulke, Regional Permit Administrator, Region 3 *mb*

SUBJECT: State Environmental Review Process (SERP) Certification

SUBJECT: STATE ENVIRONMENTAL REVIEW PROCESS (SERP) CERTIFICATION
CWSRF Project Number: C3-5345-04-00

DATE: December 22, 2006

RECEIVED

Applicant: **Town of Orangetown**

Address: **127 route 303 Orangetown, NY 10801**

County of Project: **Rockland**

DEC 22 2006
PROGRAM MANAGEMENT

Description of Action: Orangetown Sewer District Capital Improvement Plan

The project includes the replacement, rehabilitation and upgrading of the existing infrastructure within the Orangetown Sewer District, including the wastewater treatment plant, 17 pump stations, and several sewers, forcemains and siphons.

SERP Determination:

Project has been determined to be a:

- SERP Type I Action and is in compliance with SERP.
 - Full Environmental Assessment Form dated _____
 - Environmental Notice Bulletin (ENB) publication dated _____
- Negative Declaration _____
- Environmental Impact Statement dated _____

SERP Lead Agency: _____

- SERP Type II Action and is in compliance with SERP.**
 - Basis for classification of project as a Type II Action:
617.5c(1) and (2): Repair, replacement, rehabilitation or reconstruction including upgrading to meet new codes.

Applicable NYSDEC Permits: 3-3924-00038-00002 issued for work at the Orangetown WWTP

Special Conditions: None

Margaret E. Dulke
(Regional Permit Administrator)

12/22/06
(Date)

CC: M. Merriman; M. Moran; L. Myerson RWE; R. Baldwin, RE; B. Hughes, DEP, Alb.(1750); J. Shaughnessy, EFC

State Environmental Quality Review Act
Short Environmental Assessment Form

Orangetown Easement Grant

Attachment B

Town of Orangetown
State Environmental Quality Review Act – Negative Declaration
December 20, 2006

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

Part 1

Part 2

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which **will not** have a significant impact on the environment, therefore a **negative declaration will be prepared.**
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Upgrade of Sanitary Sewer Collection System, Pumping Stations and Wastewater Treatment Plant

Name of Action

Town of Orangetown

Name of Lead Agency

Ronald Delo, P.E.

Print or Type Name of Responsible Officer in Lead Agency



Signature of Responsible Officer in Lead Agency

Executive Director

Title of Responsible Officer

Signature of Preparer (if different from responsible officer)

December 20, 2006

Date

website

PART 1--PROJECT INFORMATION
Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Upgrade of Wastewater Treatment Plant

Location of Action (include Street Address, Municipality and County)

Town of Orangetown WWTP
127 Route 303
Rockland County

Name of Applicant/Sponsor Ronald Delo, P.E.

Address 127 Route 303

City / PO Orangetown State NY Zip Code 10962

Business Telephone 845-359-6502

Name of Owner (if different) _____

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

The project consists of equipment replacement for wastewater treatment plant equipment and improvements to site drainage for the Town of Orangetown.

The project is Phase I of a Capital Improvement Plan to address the sanitary sewer collection system, pumping stations and wastewater treatment plant.

Wastewater Treatment Plant Upgrades - Replacement of Headworks equipment (screenings and grit removal) ; Replacement of Clarifier Equipment (primary and secondary clarifiers); Replacement of Odor Control Equipment (chemical scrubber and carbon filters); New Disinfection Equipment (chlorination and dechlorination systems with new chlorine contact tank); Improvements to Laboratory and Administration Building; Improvements to site drainage.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Other Public Facilities

2. Total acreage of project area: _____ acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	<u>2.5</u> acres	<u>2.5</u> acres
Forested	<u>0</u> acres	<u>0</u> acres
Agricultural (Includes orchards, cropland, pasture, etc.)	<u>0</u> acres	<u>0</u> acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	<u>0</u> acres	<u>0</u> acres
Water Surface Area	<u>0</u> acres	<u>0</u> acres
Unvegetated (Rock, earth or fill)	<u>0</u> acres	<u>0</u> acres
Roads, buildings and other paved surfaces	<u>7.5</u> acres	<u>7.5</u> acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site?

- a. Soil drainage: Well drained 100 % of site Moderately well drained _____ % of site.
 Poorly drained _____ % of site

b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? Yes No

a. What is depth to bedrock _____ (in feet)

5. Approximate percentage of proposed project site with slopes:

- 0-10% 100 % 10- 15% _____ % 15% or greater _____ %

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? Yes No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No

8. What is the depth of the water table? _____ 4-8 (in feet)

9. Is site located over a primary, principal, or sole source aquifer? Yes No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? Yes No

According to:

[Empty text box]

Identify each species:

[Empty text box]

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes No

Describe:

[Empty text box]

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes No

If yes, explain:

[Empty text box]

14. Does the present site include scenic views known to be important to the community? Yes No

[Empty text box]

15. Streams within or contiguous to project area:

Sparkill Creek

a. Name of Stream and name of River to which it is tributary

Hudson River

16. Lakes, ponds, wetland areas within or contiguous to project area:

None

b. Size (in acres):

N/A

17. Is the site served by existing public utilities? Yes No
- a. If YES, does sufficient capacity exist to allow connection? Yes No
- b. If YES, will improvements be necessary to allow connection? Yes No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? Yes No
20. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

- a. Total contiguous acreage owned or controlled by project sponsor: 10 acres.
- b. Project acreage to be developed: 7.5 acres initially; 7.5 acres ultimately.
- c. Project acreage to remain undeveloped: 2.5 acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. %
- f. Number of off-street parking spaces existing N/A; proposed N/A
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units:

	One Family	Two Family	Multiple Family	Condominium
Initially	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Ultimately	<u> </u>	<u> </u>	<u> </u>	<u> </u>

- i. Dimensions (in feet) of largest proposed structure: 19 height; 90 width; 100 length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? N/A ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? N/A tons/cubic yards.
3. Will disturbed areas be reclaimed Yes No N/A

a. If yes, for what intended purpose is the site being reclaimed?

- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? < 1 acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes No

6. If single phase project: Anticipated period of construction: 12 months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated _____ (number)

b. Anticipated date of commencement phase 1: _____ month _____ year, (including demolition)

c. Approximate completion date of final phase: _____ month _____ year.

d. Is phase 1 functionally dependent on subsequent phases? Yes No

8. Will blasting occur during construction? Yes No

9. Number of jobs generated: during construction 10-25 ; after project is complete 0

10. Number of jobs eliminated by this project 0

11. Will project require relocation of any projects or facilities? Yes No

If yes, explain:

12. Is surface liquid waste disposal involved? Yes No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? Yes No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? Yes No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? Yes No

16. Will the project generate solid waste? Yes No

a. If yes, what is the amount per month? _____ tons

b. If yes, will an existing solid waste facility be used? Yes No

c. If yes, give name _____ ; location _____

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? Yes No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? Yes No

19. Will project routinely produce odors (more than one hour per day)? Yes No

20. Will project produce operating noise exceeding the local ambient noise levels? Yes No

21. Will project result in an increase in energy use? Yes No

If yes, indicate type(s)

Electric

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day N/A gallons/day.

24. Does project involve Local, State or Federal funding? Yes No

If yes, explain:

Environmental Facilities Corporation (EFC)

25. Approvals Required:

			Type	Submittal Date
City, Town, Village Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
City, Town, Village Planning Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
City, Town Zoning Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
City, County Health Department	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
Other Local Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Rockland County Drainage</u>	<u>08/06</u>
			_____	_____
			<u>Rockland County Depart-</u>	_____
			_____	_____
Other Regional Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
State Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DEC</u>	<u>08/06</u>
			<u>EFC</u>	<u>08/06</u>
			_____	_____
Federal Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>US Army Corps of</u>	<u>09/06</u>
			<u>Engineers</u>	_____
			_____	_____

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? Yes No

If Yes, indicate decision required:

- | | | | |
|---|---|--|--------------------------------------|
| <input type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Site plan | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan | <input type="checkbox"/> Other |

2. What is the zoning classification(s) of the site?

Public Facilities

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

Public Facilities

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? Yes No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Public Facilities

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile? Yes No

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed? N/A

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

Yes No

a. If yes, is existing capacity sufficient to handle projected demand? Yes No

12. Will the proposed action result in the generation of traffic significantly above present levels? Yes No

a. If yes, is the existing road network adequate to handle the additional traffic. Yes No

D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Ronald Delo, P.E. Date December 15, 2006

Signature _____

Title Executive Director

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 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable**? The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be any impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

5. Will Proposed Action affect surface or groundwater quality or quantity?

NO YES

Examples that would apply to column 2

- | | | | |
|---|---|--|---|
| <ul style="list-style-type: none"> • Proposed Action will require a discharge permit. • Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action. • Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity. • Construction or operation causing any contamination of a water supply system. • Proposed Action will adversely affect groundwater. • Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity. • Proposed Action would use water in excess of 20,000 gallons per day. • Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions. • Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons. • Proposed Action will allow residential uses in areas without water and/or sewer services. • Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities. • Other impacts: | <input type="checkbox"/>
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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|--|---|

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?
 NO YES

Examples that would apply to column 2

- | | | | | |
|--|-------------------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?
 NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?
 NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?
 NO YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?
 NO YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)
 NO YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?
 NO YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?
 NO YES

Examples that would apply to column 2

• The permanent foreclosure of a future recreational opportunity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• A major reduction of an open space important to the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?
 NO YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

• Proposed Action to locate within the CEA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will result in a reduction in the quantity of the resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will result in a reduction in the quality of the resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will impact the use, function or enjoyment of the resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?
 NO YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

