

APPENDIX C
AGENCY CORRESPONDENCE

ENVIRONMENTAL REVIEW

Project number: DEPARTMENT OF CITY PLANNING / 21DCP084M

Project: 250 WATER STREET

Date Received: 11/10/2020

Comments: as indicated below. Properties that are individually LPC designated or in LPC historic districts require permits from the LPC Preservation department. Properties that are S/NR listed or S/NR eligible require consultation with SHPO if there are State or Federal permits or funding required as part of the action.

The LPC has reviewed the Draft EAS and the Preliminary Draft Scope of Work both dated September 30, 2020.

The language for architectural resources for both documents appears acceptable. The language pertaining to archaeological resources for both documents appears acceptable although the documents can now be updated with the archaeological findings as indicated below at the end of the document.

Properties with Architectural significance in the project area that will be used for transfer of development rights and will not be developed. Not reviewed for archaeology:

1) 95 SOUTH STREET, BBL: 1000730010, LPC FINDINGS: DESIGNATED LPC HISTORIC DISTRICT, STATE/NATIONAL REGISTER FINDINGS: NATIONAL REGISTER HISTORIC DISTRICT, COMMENTS: NOT A SOFT SITE. HARVEST SITE ONLY. SOUTH STREET SEAPORT HISTORIC DISTRICT

2) 95 MARGINAL STREET, BBL: 1000730011, LPC FINDINGS: DESIGNATED LPC HISTORIC DISTRICT, STATE/NATIONAL REGISTER FINDINGS: NATIONAL REGISTER HISTORIC DISTRICT, COMMENTS: NOT A SOFT SITE. HARVEST SITE ONLY. SOUTH STREET SEAPORT HISTORIC DISTRICT

Properties with Architectural and Archaeological significance in the project area:

Affected street beds as listed in the draft EAS. All are located within the South Street Seaport LPC and State/National Register listed historic district.

Peck Slip between Pearl Street and Water Street
Water Street between Fulton Street and Peck Slip
Front Street between Burling Slip and Beekman Street
Fulton Street between South Street and Water Street

Affected properties as listed in the draft EAS:

- 1) PIER-16 SOUTH STREET, BBL: 1000730008, LPC FINDINGS: DESIGNATED LPC HISTORIC DISTRICT, PERMIT FROM THE LPC PRESERVATION DEPARTMENT REQUIRED, STATE/NATIONAL REGISTER FINDINGS: NATIONAL REGISTER HISTORIC DISTRICT, ARCHEOLOGY FINDINGS:

BOTH POTENTIAL, COMMENTS: SOUTH STREET SEAPORT HISTORIC DISTRICT.

2) 89 SOUTH STREET, BBL: 1000740001, LPC FINDINGS: DESIGNATED LPC HISTORIC DISTRICT, PERMIT FROM THE LPC PRESERVATION DEPARTMENT REQUIRED, STATE/NATIONAL REGISTER FINDINGS: NATIONAL REGISTER HISTORIC DISTRICT, ARCHEOLOGY FINDINGS: BOTH POTENTIAL, COMMENTS: SOUTH STREET SEAPORT HISTORIC DISTRICT

3) 206 WATER STREET, BBL: 1000950101, LPC FINDINGS: DESIGNATED LPC HISTORIC DISTRICT; PERMIT FROM THE LPC PRESERVATION DEPARTMENT REQUIRED, STATE/NATIONAL REGISTER FINDINGS: NATIONAL REGISTER HISTORIC DISTRICT, ARCHEOLOGY FINDINGS: BOTH POTENTIAL, COMMENTS: SOUTH STREET SEAPORT HISTORIC DISTRICT

4) 304 PEARL STREET, BBL: 1000980001, LPC FINDINGS: DESIGNATED LPC HISTORIC DISTRICT, PERMIT FROM THE LPC PRESERVATION DEPARTMENT REQUIRED, STATE/NATIONAL REGISTER FINDINGS: NATIONAL REGISTER HISTORIC DISTRICT, ARCHEOLOGY FINDINGS: BOTH POTENTIAL, COMMENTS: SOUTH STREET SEAPORT HISTORIC DISTRICT

The LPC has reviewed historical maps, sensitivity studies, and archaeological reports completed within and around the project area. There is the potential to impact potentially significant archaeological resources from the Colonial and 19th century within 250 Water Street (Block 98 Lot 1), the Museum Site (Block 74 Lot 1 in part), and within the parks, sidewalks, streets, and other areas that may have in-ground work associated with the proposed project. The LPC recommends that an intensive documentary study be completed for this project for all areas that may involve associated in-ground work that draws upon earlier archaeological studies (including studies by Arnold Pickman in 1999 and 2000 at the Museum Site and by Greenhouse Consultants at 250 Water Street- although it should be noted that LPC never accepted the draft field testing report for 250 Water Street).



11/13/2020

SIGNATURE
Gina Santucci, Environmental Review Coordinator

DATE

File Name: 3_35266_FSO_GS_11122020.docx

ARCHAEOLOGY REVIEW

Project number: 21DCP084M (DEPARTMENT OF CITY PLANNING)
Project: 250 WATER STREET
Date Received: 3/31/2021

Comments: as indicated below. Properties that are individually LPC designated or in LPC historic districts require permits from the LPC Preservation department. Properties that are S/NR listed or S/NR eligible require consultation with SHPO if there are State or Federal permits or funding required as part of the action.

This document only contains Archaeological review findings. If your request also requires Architecture review, the findings from that review will come in a separate document.

Comments: The LPC is in receipt of the, "Topic Intensive Documentary Study for 250 Water Street Redevelopment and South Street Seaport Museum Expansion," prepared by AKRF, Inc and dated March 2021. The LPC largely concurs with the report's findings but recommends the following revisions:

- (1) The site of 250 Water St should be archaeologically tested rather than just monitored if possible. The Commission notes that as stated in the report, the proposed project will likely require the installation of a "bathtub" through the installation of a slurry wall or cofferdam and that after it is in place. It may be possible to test inside the area that will be newly protected from water, such as occurred at the Riverside project. If that is possible, that area should be tested rather than monitored. However, we concur that it is likely that a different approach would be needed for the archaeological oversight of the installation of these water retaining measures. We recommend that the archaeological work plan for this site be created after the construction plans are developed.
- (2) The report should note that the Commission has required archaeology as part of some of its earlier approvals for work within the South Street Historic District (for example the Milstein application for 250 Water Street and Imagination Playground) as well as through the environmental review process.
- (3) We recommend that the report include a conclusion that lists the recommendations for the entire project area that is tied to the Figure 9.



4/9/2021

SIGNATURE
Amanda Sutphin, Director of Archaeology

DATE

File Name: 1_35266_FSO_ALS_04092021.docx

ENVIRONMENTAL REVIEW

Project number: DEPARTMENT OF CITY PLANNING / 21DCP084M

Project: 250 WATER STREET

Date Received: 5/13/2021

FINAL OF 5/14/21.

Comments:

LPC is in receipt of the revised Historic Resources Chapter of the DEIS dated 5/7/21. Comments are as follows. Excerpts of the chapter that appear to need correction are noted below and page number included.

Page 6-3. Insert the C of A docket and document numbers.

Since the Project Area is located within the NYCL South Street Seaport Historic District, construction and design of the proposed buildings on the Development Site and Museum Site are subject to LPC review and approval. Public hearings were held on January 5 and April 6, 2021, and on May 4, 2021, LPC voted to issue Certificates of Appropriateness for a modified design version of the Proposed Project and the potential expansion of the Museum (LPC 21-03235, C of A---).

Page 6-21.

Additional streetscape, open space, or other improvements (e.g., planters) would also potentially occur in the remainder of the Project Area under the With Action condition. The Proposed Project is described in more detail below.

LPC voted to issue Certificates of Appropriateness for a modified design version of the Proposed Project and the potential expansion of the Museum (LPC 21-03235, C of A ---).

Page 6-24.

The Applicant intends to submit a revised land use application between the publication of this DEIS and the Final Environmental Impact Statement (FEIS) that would modify the height, proportion, and massing of the building to be consistent with the design approved in the C of A. It is anticipated that the issuance of the C of A will eliminate potential impacts on the surrounding historic district.

[next page]

Gina Santucci

5/14/2021

SIGNATURE

DATE

Gina Santucci, Environmental Review Coordinator

File Name: 35266_FSO_GS_05132021.docx

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Office of the Director
625 Broadway, 12th Floor, Albany, New York 12233-7011
P: (518) 402-9706 | F: (518) 402-9020
www.dec.ny.gov

250 Seaport District, LLC
Saul Scherl
c/o The Howard Hughes Corporation
199 Water Street, 28th Floor
New York, NY 10038

AUG 1 2019

RE: Site Name: 250 Water Street
Site No.: C231127
Location of Site: 250 Water Street, New York County, New York, NY 10038

Dear Mr. Scherl:

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the 250 Water Street Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Kieran McCarthy, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 625 Broadway, Albany, NY 12233-1500 or by email at kieran.mccarthy@dec.ny.gov.

Sincerely,



Michael J. Ryan, P.E.
Director
Division of Environmental Remediation

Enclosure

ec: Rafi Alam, Project Manager
cc: Kieran McCarthy, Esq.
Jennifer Andaloro, Esq./Lisa Kranick



Department of
Environmental
Conservation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C231127-04-19**

250 Water Street

DEC Site No: C231127

Located at: 250 Water Street
New York County
New York, NY 10038

Hereinafter referred to as "Site"

by:

250 Seaport District, LLC
c/o The Howard Hughes Corporation,
199 Water Street, 28th Floor, New York, NY 10038

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Applicant submitted an application received by the Department on November 15, 2018; and

WHEREAS, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Applicant Status

The Applicant, 250 Seaport District, LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

II. Tangible Property Tax Credit Status

The Applicant requested a determination that the Site is eligible for tangible property tax credits. Pursuant to ECL § 27-1407(1-a), the Department has determined that the Site is not eligible for tangible property tax credits because the Site is located in a City having a population of one million or more and the Applicant has not submitted documentation sufficient to demonstrate that at least one of the following conditions exists: at least half of the site area is located in an environmental zone as defined in section twenty-one of the tax law, the property is upside down, the property is underutilized, or the project is an affordable housing project. In accordance with ECL §

27-1407(1-a), the Applicant may request an eligibility determination for tangible property tax credits at any time from application until the site receives a certificate of completion except for sites seeking eligibility under the underutilized category.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 1.100 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: Section 1, Block 98, Lot 1
Street Number: 250 Water Street, New York, NY
Owner: 250 Seaport District, LLC

IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Rafi Alam
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
rafi.alam@dec.ny.gov

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Christine Vooris (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
christine.vooris@health.ny.gov

Kieran McCarthy, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233
kieran.mccarthy@dec.ny.gov

2. Communication from the Department to Applicant shall be sent to:

250 Seaport District, LLC
Attn: Saul Scherl
c/o The Howard Hughes Corporation
199 Water Street, 28th Floor
New York, NY 10038
saul.scherl@howardhughes.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

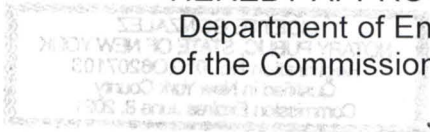
A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED:

AUG 1 2019



THIS BROWNFIELD CLEANUP AGREEMENT IS
HEREBY APPROVED, Acting by and Through the
Department of Environmental Conservation as Designee
of the Commissioner,

By:

A handwritten signature in black ink, appearing to read "Michael J. Ryan".

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, and agrees to be bound by this Agreement.

250 Seaport District, LLC
By: [Signature]

Title: Saul A. Scherl
President, NY Tri-State Region

Date: 7/8/19

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

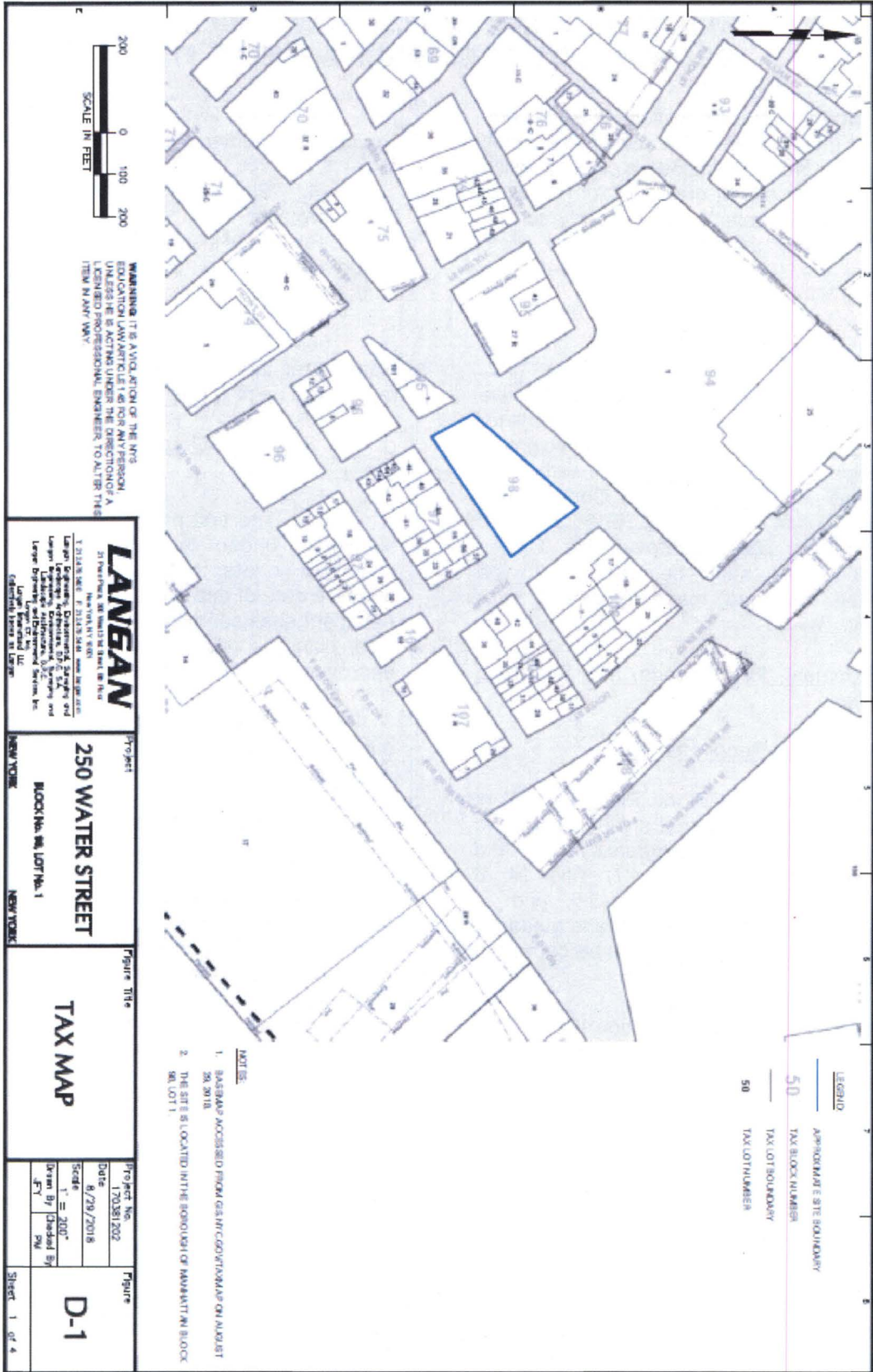
On the 8 day of July in the year 2019, before me, the undersigned, personally appeared Saul Scherl, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual taking acknowledgment



005 1 004

EXHIBIT A SITE MAP



APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR §§ 375-1.6(a) and 375-3.6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the Site in accordance with ECL § 27-1415(2)(b) and Department guidance;

2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for contamination within the boundaries of the Site and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities to be conducted in accordance with current guidance, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR § 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein. All work undertaken as part of a remedial program for a Site must be detailed in a department-approved Work Plan or a submittal approved in form and content by the Department.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the

provisions of 6 NYCRR § 375-1.6(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any subsequent work plan required to meet the requirements of ECL Article 27 Title 14. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR § 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law. All work undertaken as part of a remedial program, including work undertaken pursuant to submittals other than Work Plans, must be approved by the department prior to implementation by the Applicant.

E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the Site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

V. Payment of State Costs (Applicable only to Applicants with Participant Status)

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR § 375-1.5 (b)(3)(i).

B. Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the "Commissioner of NYSDEC" and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State
Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7012

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply.

Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with ECL § 27-1409(2) and ECL § 71-4003.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL § 27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR § 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within sixty (60) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR § 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy

provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, if applicable, and VII.B, and VIII, shall be null and void ab initio fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void ab initio, and the Department shall reserve all rights that it may have under law.

B. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

C. The Department may exempt Applicant from the requirement to obtain any state or local

permit or other authorization for any activity conducted pursuant to this Agreement in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use "best efforts" to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Applicant's obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Applicant's inability to obtain such interest.

E. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

F. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of its obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s). Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, Applicant shall make timely written application to the Commissioner with copies to the parties in Subparagraph IV.A.1 of the Agreement.

ii. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1 of the Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

G. 1. If there are multiple parties signing this Agreement, the term "Applicant" shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XIV.G.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be

eligible to receive the Liability Limitation referenced in Paragraph VI.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.6(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend, any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans; reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

**250 SEAPORT DISTRICT, LLC
INCUMBENCY CERTIFICATE**

The following is a duly elected, qualified, and serving officer of 250 Seaport District LLC, a Delaware limited liability company (the "Company"). The officer set forth below has the authority to bind the Company and the signature set out opposite the name of the officer is his genuine signature.

Name

Title

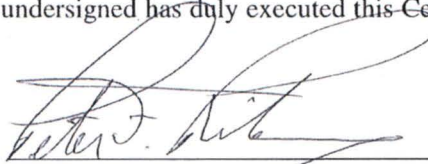
Signature

Saul Scherl

Vice President



IN WITNESS WHEREOF, the undersigned has duly executed this Certificate and caused it to be delivered this day 24th of July, 2019.



Peter F. Riley
250 Seaport District, LLC

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Remedial Bureau B

625 Broadway, 12th Floor, Albany, NY 12233-7016

P: (518) 402-9767 | F: (518) 402-9773

www.dec.ny.gov

Sent Via Email

September 10, 2019

Paul McMahon
LANGAN
360 West 31st Street
8th Floor
New York, NY 10001

Re: Citizen Participation Plan (CPP)
Site Name: 250 Water Street
Site No. C231127

Dear Mr. McMahon,

The New York State Department of Environmental Conservation (NYSDEC) has reviewed the Revised Citizen Participation Plan, submitted on September 09, 2019. The Citizen Participation Plan incorporated comments and edits provided by the NYSDEC in August 21, 2019. The Citizen Participation Plan is hereby approved. Please be aware that this document may require revisions in the future as the project progresses and new information becomes available.

The approved Citizen Participation Plan should be placed with this approval letter in the document repository.

If you have any questions, please contact me at (518) 402-8606 or email at (rafi.alam@dec.ny.gov).

Sincerely,



Rafi Alam, Project Manager
Division of Environmental Remediation

ec: M. Komoroske - NYSDEC
J. Deming - NYSDOH
S. Wagh - NYSDOH
G. Burke - NYSDEC
T. Panzone - NYSDEC
M. Raygorodetsky - LANGAN

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation

625 Broadway, 12th Floor, Albany, New York 12233-7011

P: (518) 402-9706 | F: (518) 402-9020

www.dec.ny.gov

SENT VIA EMAIL

May 19, 2020

250 Seaport District, LLC
Attn: Saul Scherl
c/o The Howard Hughes Corporation
199 Water Street, 28th Floor
New York, NY 10038
saul.scherl@howardhughes.com

Dear Mr. Scherl:

RE: 250 Water Street BCP Site #C231127
Remedial Investigation Work Plan
Dated: May 4, 2020

The New York State Department of Conservation (NYSDEC), in consultation with the New York State Department of Health (NYSDOH), have reviewed the Final Certified Remedial Investigation Work Plan (RIWP) dated May 13, 2020. Based on our review, all requested revisions were completed in an acceptable manner and the RIWP is approved with the following stipulations:

Test Pits - Although there is language in the work plan describing how test pits would be performed if determined to be necessary, if a significant test pit program is needed a supplemental RIWP must be submitted by Langan to the DEC for review and approval.

Immediate Neighborhood Sensitive Receptors and Ground Level Air Intakes – Identification must be done as part of the baseline air monitoring task.

Mobile Air Monitoring Unit & Associated Personnel – It is our understanding that Langan intends to operate only one intrusive work zone at a time, so only one air monitoring mobile unit & associated personnel will be required. If Langan decides to operate two or more intrusive work zones that are not in proximity to each other, the use of additional mobile units and associated personnel will need to be evaluated.

MERP contact list – For those on the contact list, solicitation of individual's cell numbers to supplemental the email addresses must be explored. Please determine if a group cell message can be sent out, since calling each number individually would not be efficient if the MERP needs to be implemented.

Please have Langan place copies of the approved RIWP with a copy of this letter in the document repositories as soon as possible. The approved RIWP will be uploaded to DECinfoLocator. Please provide one paper copy of the work plan to this office and per the terms of the Brownfield Cleanup Agreement provide seven days' notice prior to performing any field work. As we have previously notified Langan, the NYSDEC has determined that the remedial investigation cannot be considered essential field work under New York Covid-19 Pause directives.

The NYSDEC project manager Rafi Alam can be reached at rafi.alam@dec.ny.gov or I can be reached at michael.komoroske@dec.ny.gov if you have any questions on the above.

Sincerely,

Michael Komoroske

Digitally signed

Michael Komoroske, P.E.
Professional Engineer 2
Remedial Bureau B, Section A

ec: Mark Chertok (mchertok@sprlaw.com)
Mimi Raygorodetsky (mraygorodetsky@langan.com)
Paul McMahan (pmcmahan@langan.com)
ec: G. Burke – NYSDEC
R. Alam – NYSDEC
K. McCarthy – NYSDEC/OGC
J. O'Connell – NYSDEC/R2
R. Rivera – NYSDEC/R2
S. McLaughlin -NYSDOH/BEEI
S. Selmer – NYSDOH/BEEI
S. Wagh – NYSDOH/BEEI

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Remedial Bureau B
625 Broadway, 12th Floor, Albany, NY 12233-7016
P: (518) 402-9767 | F: (518) 402-9773
www.dec.ny.gov

SENT VIA EMAIL

June 25, 2021

250 Seaport District, LLC
Saul Scherl
c/o The Howard Hughes Corporation
199 Water Street, 28th Floor
New York, NY 10038

Re: 250 Water Street (Site No: C231127)
Remedial Investigation Report (RIR)

Dear Mr. Scherl,

The New York State Department of Environmental Conservation (DEC), in consultation with the New York State Department of Health (DOH), has reviewed the revised Remedial Investigation Report (RIR), submitted on June 23, 2021 for the 250 Water Street (Site No: C231127). The revised RI report has incorporated all comments provided by the DEC and DOH. The RI report is hereby approved.

The approved RI report should be placed in the document repository along with the approval letter.

Should you have any questions regarding this matter, please email me at rafi.alam@dec.ny.gov or call me at (518)-402-8606.

Sincerely,



Rafi Alam
Project Manager, Bureau B
Department of Environmental Remediation

EC: H. Dudek – NYSDEC
G. Burke – NYSDEC
S. McLaughlin - NYSDOH
S. Wagh - NYSDOH



Department of
Environmental
Conservation

S. Selmer - NYSDOH
P. MacMahon – Langan
M. Raygorodetsky – Langan
J. Yanowitz - Langan

(Fact Sheet Begins Next)

Act Now to Continue Receiving Information About This Site!

DEC's Division of Environmental Remediation (DER) now distributes information about contaminated sites *electronically by email*.

If you would like to continue to receive information about the contaminated site featured in this fact sheet:

You must sign up for the DER email listserv:

www.dec.ny.gov/chemical/61092.html

DER cannot register your email address - only the email address owner can do so. If you already have signed up for the listserv for the county in which the site is located, you need do nothing.



Why You Should Go “Paperless”:

- Get site information faster and share it easily;
- Receive information about all sites in a chosen county - read what you want, delete the rest;
- It helps the environment and stretches your tax dollars.

If “paperless” is not an option for you, call or write to the DER project manager identified in this fact sheet. Indicate that you need to receive paper copies of fact sheets through the Postal Service. Include the site name in your correspondence. The option to receive paper is available to individuals only. Groups, organizations, businesses, and government entities are assumed to have email access.



Department of
Environmental
Conservation

FACT SHEET

Brownfield Cleanup Program

250 Water Street
250 Water Street
New York, NY 10038

June 2021

SITE No. C231127
NYSDEC REGION 2

Where to Find Information

Access project documents through the
DECinfo Locator
<https://www.dec.ny.gov/data/DecDocs/C231127/>
and at these location(s):

New York Public Library
Chatham Square Branch
33 East Broadway
New York, NY 10002

Manhattan Community Board 1
1 Centre Street
Room 2202 North
New York, NY 10007-7970
(212)-669-7970

(Repositories maybe temporarily
unavailable due to Covid-19 precautions. If
you cannot access the online repository,
please contact the NYSDEC project
manager listed below for assistance)*

Who to Contact

Comments and questions are welcome and
should be directed as follows:

Project-Related Questions
Rafi Alam, Project Manager
NYSDEC
625 Broadway,
Albany, NY 12233
(518)-402-8606
Rafi.Alam@dec.ny.gov

Project-Related Health Questions
Sarita Wagh, NYSDOH
Bureau of Environmental Exposure
Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
(518) 402-7817
beci@health.ny.gov

For more information about New York's
Brownfield Cleanup Program, visit:
www.dec.ny.gov/chemical/8450.html

Remedy Proposed for Brownfield Site Contamination; Public Comment Period Announced

The public is invited to comment on a proposed remedy being reviewed by the New York State Department of Environmental Conservation (DEC), in consultation with the New York State Department of Health (DOH), to address contamination related to the 250 Water Street Brownfield Cleanup Program (BCP) site located at 250 Water Street in Manhattan. Please see the map for the site location.

Based on the findings of the investigation, DEC in consultation with the New York State Department of Health (DOH) has determined that the BCP site does not pose a significant threat to public health or the environment. This decision is based on the nature of the existing contaminants identified at the site; the lack of potential for off-site migration of contaminants in the groundwater; and the documented lack of potential for human exposure to site-related contaminants via soil vapors.

In addition to soliciting public input on the proposed BCP site remedy, DEC will be investigating the remaining off-site footprint of the former thermometer factory to identify if any potential contamination exists to the north of the site, beneath Pearl Street, that would need to be addressed (ref. Site No. 231127). The layout of Pearl Street has changed since the former thermometer factory operated in the area and based on the investigation at 250 Water Street, DEC will take action to determine if any contamination extends beyond the BCP site's border.

How to Comment: DEC is accepting written comments about the BCP site's proposed cleanup plan, called a "Draft Remedial Action Work Plan (RAWP)" for 45 days, from **June 25 through August 11, 2021**.

- Access the RAWP and other project documents online through the DECinfo Locator:
<https://www.dec.ny.gov/data/DecDocs/C231127/>
- Documents also are available at the locations identified at left under "Where to Find Information."
- Please submit comments to the DEC project manager listed under Project-Related Questions in the "Who to Contact" area at left.

Draft Remedial Work Plan: The proposed Restricted Residential Use remedy consists of:

- Excavation and off-site disposal of approximately 21,700 cubic yards of historic fill and contaminated soil across the site that exceeds Restricted Residential Use Soil Cleanup Objectives (RRSCOs);
- Excavation and off-site disposal of an area of mercury-impacted soil located in the former thermometer factory footprint to depths ranging from 4 to 16 feet below grade surface (bgs);
- Removal and off-site disposal of any petroleum storage tanks, fill ports, and vents, and any associated grossly contaminated soil, if encountered;
- Installation and operation of a dewatering system, including treatment as required;
- Implementation of a Health and Safety Plan and Community Air Monitoring Plan during all ground intrusive activities;
- Importing clean material that meets the established Soil Cleanup Objectives for use as backfill;
- Collection and analysis of end-point soil samples and post-remedial groundwater samples to evaluate the effectiveness of the remedy;
- Perform a post-construction soil vapor intrusion evaluation, including a provision for implementing actions recommended to address exposures related to soil vapor intrusion within the new building(s);
- Preparation of a Final Engineering Report (FER) to document the implemented remedial actions;
- Implementation of a Site Management Plan (SMP) for long-term maintenance of the remedial systems; and
- Recording of an Environmental Easement to ensure long-term use of the site is protective of public health and the environment.

The proposed remedy was developed by 250 Seaport District, LLC after performing a detailed investigation of the site under New York's Brownfield Cleanup Program (BCP). A Remedial Investigation Report, which describes the results of the site investigation is also available for review at the locations identified on Page 1.

Next Steps: DEC will consider public comments, revise the BCP cleanup plan as necessary, and issue a final Decision Document. DOH must concur with the proposed remedy. If approved, the proposed remedy becomes the selected remedy. The applicant may then design and perform the cleanup action to address the site contamination, with oversight by DEC and DOH.

DEC will keep the public informed throughout the investigation and cleanup of both the on-site BCP activities conducted by the applicant and the off-site investigation conducted by DEC.

Site Description: The 1.1-acre brownfield site is located at 250 Water Street in the Financial District of New York and is identified as Manhattan Tax Block 98, Lot 1. The site is in an urban area generally covered with roads, walkways, and buildings.

Past operations at this site include a factory, oil company, printer, metal works, chemical and glue company, trucking company, thermometer company workshop, factory and ancillary buildings, garage with two 550-gallon underground storage tanks (USTs), machine shop, and a gasoline service station. The site is currently an open-air commercial parking lot. The proposed development which is not the subject of this proposed remedy includes construction of a mixed-use commercial and residential building with one cellar level encompassing the entire site footprint.

Additional site details, including environmental and health assessment summaries, are available on DEC's Environmental Site Remediation Database (by entering the site ID, C231127) at:

<https://www.dec.ny.gov/cfm/external/derexternal/index.cfm?pageid=3>

BROWNFIELD CLEANUP PROGRAM

Summary of the Investigation:

The primary contaminants of concern at the site are mercury; petroleum-related volatile organic compounds (VOCs) such as 1,2,4-trimethylbenzene and? or “;” ethylbenzene which is? present in soil and groundwater primarily in the area of the underground storage tank (USTs); semi-volatile organic compounds (SVOCs) such as benzo(a)anthracene, benzo(a)pyrene and chrysene; other metals such as lead and barium which are present site-wide in soil; and petroleum related VOCs and chlorinated volatile organic compounds (CVOCs) that have been identified in soil vapor.

Brownfield Cleanup Program: New York's Brownfield Cleanup Program (BCP) encourages the voluntary cleanup of contaminated properties known as "brownfields" so that they can be reused and redeveloped. These uses may include recreation, housing, business or other uses. A brownfield site is any real property where a contaminant is present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by DEC that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations.

For more information about the BCP, visit:

<https://www.dec.ny.gov/chemical/8450.html>

We encourage you to share this fact sheet with neighbors and tenants, and/or post this fact sheet in a prominent area of your building for others to see.

Stay Informed With DEC Delivers

Sign up to receive site updates by email:

www.dec.ny.gov/chemical/61092.html

Note: Please disregard if you already have signed up and received this fact sheet electronically.

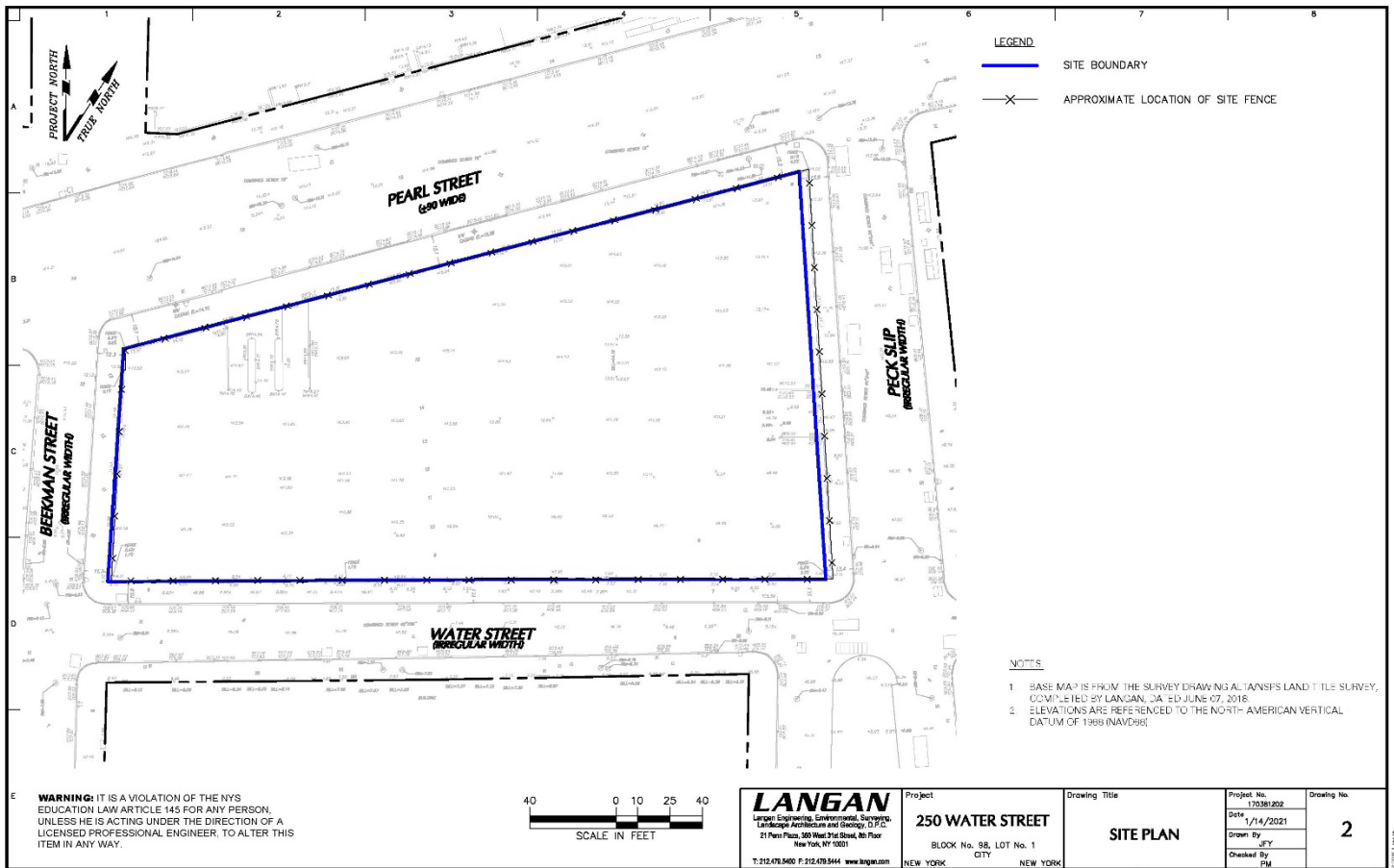
DECinfo Locator

Interactive map to access DEC documents and public data about the environmental quality of specific sites: <https://www.dec.ny.gov/pubs/109457.html>

BROWNFIELD CLEANUP PROGRAM

250 Water Street BCP Site #C231127

Site Location Map



BROWNFIELD CLEANUP PROGRAM

250 Water Street BCP Site #C231127

Site Remedy

