

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
STATE SUPERFUND PROGRAM  
ECL §27-1301 *et seq.*

---

In the Matter of the Reimbursement of  
Response Costs for an Inactive Hazardous  
Waste Disposal Site, Under Article 27,  
Title 13, and Article 71, Title 27 of the  
Environmental Conservation Law of the  
State of New York

**ORDER ON CONSENT AND  
ADMINISTRATIVE SETTLEMENT**  
Index No. CO 8-20240306-9

**DEC Site Name:** Castle Cleaners  
**DEC Site No.:** 808034  
**Site Address:** 221 Hoffman Street, Elmira, Chemung County, New York

Hereinafter referred to as "Site"

by: Castle's Fast Dry Cleaning, Inc.  
145 East Onondaga Street  
Syracuse, New York 13202

Hereinafter referred to as "Respondent"

---

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL"), Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and the New York State Finance Law ("SFL"), and pursuant to such laws the Department is authorized to enter into this Order on Consent and Administrative Settlement (the "Order").

B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13, ECL Article 71, Title 27, ECL 3-0301 and SFL Section 97-b, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

D. 6 NYCRR § 375-2.11(c)(1)(ii) authorizes the Department to expend money from the hazardous waste remedial fund provided for at SFL Section 97-b to pay for the cleanup or restoration to its original state of any area where contaminants were

{H5413657.1}

disposed of or possessed unlawfully contrary to ECL 27-0914. 6 NYCRR § 375-2.11(c)(1)(iii) authorizes the Department to expend moneys of the hazardous waste remedial fund to pay for site identification, classification and investigation activities, including, but not limited to, testing, analyses, record searches and the Department's related administrative activities.

2. The Respondent is an active New York business corporation with a mailing address of 145 East Onondaga Street, Syracuse, NY 13202 and is the current owner of the Site, which is further defined herein.

3. The Site is currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State (the "Registry") as Site Number 808034, with a Classification of "2" pursuant to ECL 27-1305.

4. The Respondent acquired the Site on or about November 1971 and is the current owner.

5. Upon information and belief, a dry-cleaning operation has occupied the Site since the mid-1950s.

6. The Department completed a Site Characterization ("SC") at properties east, west and south of the Site in 2006. The results of the SC identified tetrachloroethene ("PCE") in groundwater down-gradient of the Site and in soil-gas samples collected at neighboring properties. The Department concluded that the presence of PCE contamination was believed to be due to a previous building fire at the Site and/or past housekeeping and spent solvent disposal practices from dry cleaning operations.

7. The Department added the Site to the New York State Registry of Inactive Hazardous Waste Disposal Sites as Class 2 (i.e., poses a significant threat to public health and/or the environment) in July 2007 based on the results of the SC.

8. The Department and Respondent subsequently executed Consent Order Index # B8-0779-08-04 dated October 30, 2009, pursuant to which Respondent performed a Remedial Investigation/Feasibility Study ("RI/FS") to define the nature and extent of contamination at the Site and the surrounding area and collect additional data to support the development of remedial alternatives for the Site. The RI/FS identified elevated concentrations of PCE, trichloroethene ("TCE"), and cis-1,2-dichloroethene ("DCE") in soil, groundwater and soil vapor throughout the Site.

9. Based upon the results of the RI/FS, the Department selected a remedy for the Site, which the Department presented in a Record of Decision ("ROD") issued in July 2016.



10. Respondent represented to the Department that it is selling the Site to a bona fide purchaser. Respondent also represented to the Department that it is unable to pay the total past and future response costs incurred by the Department in investigating and remediating the Site.

11. Respondent further represented to the Department that the dry-cleaning operation currently at the Site does not utilize PCE or other chlorinated solvents in its operations.

12. Pursuant to the legal authorities cited herein, the Department has incurred costs, and anticipates the need to incur additional costs, paid from the hazardous waste remedial fund for the implementation of a Remedial Program, including the investigation and remediation of hazardous wastes and/or substances identified on or in proximity to the Site. These expenditures are authorized by and in conformance with relevant and applicable State and federal law.

13. Respondent and the Department agree that the objectives and conditions of this Order are for: (i) Respondent to pay a portion of the Department's past and future response costs at the Site from proceeds of a future sale of the Site; (ii) the Department to release and covenant not to sue the Respondent for the investigation and remediation of the Site and for the reimbursement of Site-related response costs; (iii) the Department to provide Respondent with contribution protection provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and/or any other applicable federal or state law for matters addressed by this Order since Respondent has demonstrated to the Department's satisfaction that it will not have the ability to pay for the investigation and cleanup of the Site except by the proceeds of a sale of the Site.

14. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site that occurred prior to Respondent's ownership or operation of the Site; and/or (iii) an acknowledgment that such release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

15. Solely regarding the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order.

**NOW**, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

{H5413657.1}



I. Site Specific Definitions

Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 and/or regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations, or amendments thereto. The following items shall have the following meanings:

A. The Site: The real property designated by the Department as Registry Site Number 808034 known as the Castle Cleaners Site located at 221 Hoffman Street, Elmira, Chemung County, New York, and more specifically identified as Chemung County tax lots Section 99, Subsection 05, Block 2, Lot 36. Exhibit "A" provides a map of the Site showing its general location.

B. Effective Date: The Effective Date of this Order is the date that it is signed by the Commissioner or his designee.

C. Respondent: Respondent means Castle's Fast Dry Cleaners, Inc. For only the purposes of the Release and Covenant Not to Sue in Section VI.A and Contribution Protection in Section VI.D, Respondent shall also mean all principals, shareholders, officers and directors of Respondent.

II. Payment, Property Transfer and Other Actions

Commencing on the Effective Date of this Order, the Respondent, its principals, agents, executors, employees, attorneys, successors and assigns shall refrain from using the Site in any manner that would interfere with or adversely affect the implementation, integrity and/or effectiveness of the investigation and/or remedial measures to be implemented on the Site.

The Department understands that Respondent has agreed to sell the Site to a bona fide purchaser. The Respondent agrees to provide the contract of sale for this pending transaction to the Department prior to or upon execution of this Order. In the event that this pending transaction is not finalized, the Respondent shall make a good faith effort to sell the Site to another bona fide purchaser as soon as possible after the Effective Date of this Order. The Respondent agrees to provide the Department with a contract of sale to such bona fide purchaser upon execution of the contract.

Within ten (10) business days of the closing of the sale of the Site, Respondent shall pay to the Department the proceeds of the purchase price, net of the reasonable costs of closing the Sale. A detailed accounting of all closing costs, including attorneys' fees, must be provided to the Department within seven (7) days after the closing date. Such payment shall be made in accordance with Section V below.



Respondent represents that it shall use reasonable efforts to receive proceeds of insurance up to \$200,000 which may be paid to Respondent from a claim to be filed in the matter of a certain bankruptcy pending in the Court of Chancery of the State of Delaware. In the Matter Arrowood Indemnity Company in Liquidation pursuant to an insurance policy obtained for the Site (Carrier Bankruptcy). Within ten (10) business days of receiving such insurance claim proceeds, Respondent shall pay to the Department any insurance claim proceeds received by Respondent, less reasonable costs of pursuing the claim, with a detailed accounting of all costs, including attorney fees, to the Department in accordance with Section V below.

III. Appropriate Care/Cooperation

While still in ownership of the Site, Respondent shall exercise appropriate care with respect to the contamination at and emanating from the Site; shall cooperate fully with the Department in its implementation of any response actions necessary to address contamination at and emanating from the Site and shall not interfere with such response actions; and Respondent, any parent company, successors and assigns, shall ensure that any development activities on the Site are in compliance with applicable local, State and federal laws and regulations, including but not limited to 6 NYCRR §§ 375-1.11 and 375-2.11.

IV. Access/Notice to Successors in Interest

A. Commencing on the Effective Date of this Order, Respondent shall provide the Department and its agents, employees, contractors and subcontractors (collectively its "Representatives") with access to the Site at all reasonable times for the purposes of implementing the remedy selected by the Department in the July 2016 ROD. The Department and/or its Representatives shall make good faith efforts to notify Respondent or Respondent's authorized representative prior to entering the Site and, to the extent possible and reasonable, avoid interfering with business activities at the Site.

B. Subject to IV.A above, the Department and its Representatives will enter the Site for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law ("ECL") Sections 27-1309(3)-(4) and 27-1313(8), and particularly for the purpose of conducting remedial activities at the Property. This is not a notice that the Department intends to acquire the property nor is it an offer to acquire it.

C. Subject to IV.A above, Respondent will permit entry on and use of the Property by the Department and its Representatives to:

- (i) Operate work areas;



- (ii) Remove therefrom any material generated from the Department's remedial activities;
- (iii) Carry on any activity necessary for the remediation of the Property, including site management (as necessary), together with the rights at all times during the duration of this Order of ingress, egress and regress by the Department and its Representatives;
- (iv) Collection of soil, groundwater and/or soil vapor and indoor air samples; and
- (v) Perform site restoration activities, including but not limited to, placement and grading of clean backfill, replacement in kind of disturbed driveway and parking lot areas, replacement in kind of disturbed concrete sidewalks and walkways, replacement in kind of Property fencing, reseeding of disturbed areas and replacement in kind of disturbed vegetation. All areas of the Property disturbed by the Department's remedial activities will be restored to pre-existing conditions.

D. Respondent shall require that assignees, successors in interest, lessees and sublessees of the Site shall provide the same access and cooperation with the Department. Respondent shall not be responsible for any such parties' failure to comply. The Respondent shall ensure that a copy of this Settlement Agreement is provided to any current lessee or sublessee on the Site as of the effective date of this Settlement Agreement and shall ensure that any subsequent leases, assignments or transfers of the Site or an interest in the Site are consistent with this Paragraph and Paragraph XI (Parties Bound/Transfer of Covenant) of this Settlement Agreement.

E. Respondent shall comply with any land use restrictions and institutional controls on the Site in connection with the remedial program for the Site. Neither Respondent nor its successors and/or assigns shall interfere with the continued operation of the engineering controls identified in the ROD, including any and all Department-approved amendments to the ROD, and the Department-approved Site Management Plan ("SMP"), including any and all Department-approved amendments to the SMP. Further, if Respondent or its successors and assigns propose to change the use of the Site, as defined in ECL 27-1317 and 6 NYCRR Part 375-2.2(a), Respondent must comply with the notice requirements of 6 NYCRR Part 375-1.11(d).

F. Upon sale or other conveyance of the Site or any part thereof, Respondent shall require that any grantee, transferee or other holder of an interest in the Site or any part thereof shall provide access and cooperation to the Department, its authorized officers, employees, representatives, and all other persons implementing the remedial program for the Site under the Department's oversight. Respondent shall require that each grantee, transferee or other holder of an interest in the Site or any part



thereof shall comply with any land use restrictions and institutional controls on the Site in connection with the remedial program for the Site.

V. Payment

Upon sale of the Site, as detailed in Section II of this Order, Respondent shall pay the proceeds either by (1) Electronic Fund Transfer ("EFT") to the New York State Department of Environmental Conservation account in accordance with the Department's current EFT procedures, or (2) by certified or bank check, payable to "New York State Department of Environmental Conservation" mailed to:

Michael C. Murphy, Esq.  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway – 14<sup>th</sup> Floor  
Albany, NY 12233-1500

VI. Certification

By entering into this Settlement Agreement, Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the Department all information known to Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any existing contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site. If the Department determines that the information provided by Respondent is not materially accurate and complete, this Settlement Agreement, within the sole discretion of the State of New York, shall be null and void, and the Department reserves all of its rights.

VII. Release and Covenant Not to Sue

A. Upon the Department's receipt of Respondent's payment pursuant to Section II of this Order, Respondent shall not be liable to the Department upon any statutory or common law cause of action arising out of the presence of any contaminants in, on or emanating from the Site at any time before the effective date of this Order, provided that: (1) Respondent continues to exercise appropriate care and cooperation as required in Section III; and (2) Respondent continues to allow access as required in Section IV.

B. The terms of this release are consistent with those governing the issuance of a Certificate of Completion, including limitations, reopener provisions and extension to successors and assigns, found in 6 NYCRR § 375-2.9.

C. The liability protections set forth in this section shall extend to successors or assigns through acquisition of title to the Site and to a person who develops or otherwise occupies the Site; provided that such persons act with due care and in good faith to adhere to the requirements of relevant institutional controls, including but not limited to a Site Management Plan and an Environmental Easement; and provided that such successor in title, lessee, or lender did not generate, arrange for, transport, or dispose, and did not cause the generation, arrangement for, transportation, or disposal of any contamination located at the Site, and did not previously own the Site.

D. Respondent 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).

E. The Department hereby reserves all its respective rights concerning, and such release and covenant not to sue shall not extend to, any further investigation and/or remedial action the Department deems necessary due to:

- Respondent's failure to implement this Order to the Department's reasonable satisfaction; or
- Fraud committed by Respondent in entering into or implementing this Order.

F. Additionally, the Department reserves all its rights, and any such release and covenant not to sue shall not extend to Respondent, if Respondent causes or allows a release or a threat of release of any hazardous waste (as that term is defined at 6 NYCRR § 375-1.2[w]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than the contamination existing at the Site upon the effective date of this Order (the "Present Contamination").

G. Notwithstanding any other provision in this release and covenant not to sue:

- If, with respect to the Site, there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Order shall be construed or deemed to preclude the State of New York from recovering such claim against any party, including the Respondent.
- Except as provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, the right to recover natural resource damages) with respect to any part, including the Respondent.



- Nothing contained in this Order shall prejudice any of the Department's rights to take any investigatory or remedial action it deems necessary if Respondent fails to comply with this Order or if contamination other than the Present Contamination is encountered at the Site.
- Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- Nothing contained in this Order shall be construed to affect the Department's right to terminate the Order and this "Release and Covenant Not to Sue" under the terms of the Order at any time during its implementation if Respondent fails to comply with the Order's terms and conditions.

H. Nothing herein shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that: (1) Respondent may have against anyone other than the Department, including but not limited to rights of contribution under Section 113(f)(B)(3) of CERCLA, 42 U.S.C. § 9613(f)(B)(3); and (2) the Department may have against anyone other than the Respondent.

I. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law respecting any assertion by the Department or other party of remedial liability and/or natural resource damages against Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, hearing, appeal and to any other due process. The existence of this Order or Respondent's compliance thereto shall not be construed as an admission of any liability, fault, wrongdoing, or breach of standard of care by Respondent and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action which shall inure to the benefit of any third party.

#### VIII. Reservation of Rights

A. The Release and Covenant Not to Sue set forth in Paragraph VII does not pertain to any matters other than those expressly specified in Paragraph VII. The Department reserves and this Settlement Agreement is without prejudice to all rights against Respondent with respect to all other matters, including but not limited to claims based on a failure by Respondent to meet requirements of this Settlement Agreement, including but not limited to Paragraph III (Appropriate Care/Cooperation), Paragraph IV (Access/Notice to Successors in Interest) and Paragraph IX (Indemnification).

B. Except as provided in the Release and Covenant Not to Sue in Paragraph VII after its issuance and except as otherwise provided in this Settlement Agreement, nothing contained in this Settlement Agreement shall be construed as barring,



diminishing, adjudicating or in any way affecting any of the Department's rights or authorities, including but not limited to the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Respondent.

C. Except as otherwise provided in this Settlement Agreement, Respondent expressly reserves all rights and defenses under applicable law to contest, defend against, dispute or disprove any actions, proceedings, allegations, assertions or determinations of the Department, including any assertion of remedial liability by the Department against Respondent, 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 Settlement Agreement. The existence of this Settlement Agreement or Respondent's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing or violation of law by Respondent, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

D. Except as provided in this Settlement Agreement, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or other such costs or damages arising from contamination at the Site as provided under applicable law.

#### IX. Indemnification

Respondent shall indemnify and hold the Department, the State of New York and their employees and representatives harmless for all third-party claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Settlement Agreement by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors and assigns except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) willful, wanton or malicious acts or omissions, and acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York and/or their employees and representatives during the course of any activities conducted pursuant to this Settlement Agreement. The Department shall provide Respondent with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

#### X. Communications

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



1. Communication from Respondent shall be sent to:

Benjamin Rung, P.E., DEC Project Manager  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, N.Y. 12233  
[benjamin.rung@dec.ny.gov](mailto:benjamin.rung@dec.ny.gov)

Michael C. Murphy, Esq. (correspondence only)  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, N.Y. 12233  
[michael.murphy1@dec.ny.gov](mailto:michael.murphy1@dec.ny.gov)

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

Lawrence Castle/oDoreen A. Simmons  
Daniel Mannion  
Hancock Estabrook, LLP  
1800 AXA Tower I  
100 Madison Street  
Syracuse, NY 13202  
[dsimmons@hancocklaw.com](mailto:dsimmons@hancocklaw.com)

B. The Department and Respondent reserve the right to designate additional or different addressees for communication on written notice to the other.

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

XI. Parties Bound/Transfer of Covenant Not to Sue

A. This Settlement Agreement shall apply to and be binding upon the Department and shall apply to and be binding on the Respondent, its officers, directors, employees and agents. Each signatory of a Party to this Settlement Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to legally bind such Party.

B. In the event of an assignment or transfer of the Site or an assignment or transfer of an interest in the Site, the assignor or transferor shall continue to be bound by all of the terms and conditions, and subject to all the benefits, of this Settlement Agreement except as the Department and the assignor or transferor agree otherwise



and modify this Settlement Agreement, in writing, accordingly. Moreover, prior to or simultaneously with any assignment or transfer of the Site, the assignee or transferee must consent in writing to be bound by the terms of this Settlement Agreement, including but not limited to the certification requirement in Paragraph VI of this Settlement Agreement in order for the Release and Covenant Not to Sue in Paragraph VII to be available to that party. The Release and Covenant Not to Sue in Paragraph VII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to the Department.

## XII. Termination

Should the release and covenant not to sue in Section VI.A herein become null and void, *ab initio*, due to fraud in the execution or implementation of this Order or because Respondent fails to materially comply with any provision of this Order, then neither this Order nor its termination shall affect any liability of Respondent to pay costs incurred by the State, except for any State costs paid through the date of the breach, including costs to implement removal and remedial actions, interest, enforcement, and any and all other response costs, as defined in CERCLA.

## XIII. Miscellaneous

A. The terms of this Order shall inure to the benefit of Respondent and its successors and assigns. Any change of ownership or corporate status of Respondent, including, but limited to, any transfer of assets or real or personal property, shall in no way alter Respondent's responsibilities under this Order.

B. The Section headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

C. The terms of this Order shall constitute the complete and entire agreement between the Department and the Respondent concerning the actions required by this Order. No term, condition, understanding or agreement purporting to modify or vary any term of this Order 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 Respondent of its obligation to obtain formal approvals as required by this Order.

D. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27, Title 13 or in regulations promulgated thereunder shall have the meaning assigned to them under such statute or regulations.



E. Respondent's obligations under this Order represent payment for or reimbursement of removal or response costs and shall not be deemed to constitute a fine or penalty.

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

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



DATED: April 22, 2024

SEAN MAHAR  
INTERIM COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

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



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Consent Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Consent Order.

**CASTLE'S FAST DRY CLEANING INC.**

By: [Signature]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF Onondaga ) ss:

On the 10<sup>th</sup> day of April in the year 2024, before me, the undersigned, personally appeared Larry Castle (full name) personally known to me who, being duly sworn, did depose and say that he/she/they reside at 1210 Selt Springs rd. Syracuse, NY (full mailing address) and that he/she/they is (are) the

\_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the

\_\_\_\_\_ (full legal name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

[Signature]

Notary Public, State of New York

JASON M. CLARK  
Notary Public - State of New York  
No. 01CL6178637  
Qualified in Onondaga County  
My Commission Expires \_\_\_\_\_

01/10/2028



**EXHIBIT "A"**

Map



# GeoLogic

GeoLogic NY, Inc.

VICINITY PLAN  
CASTLE CLEANERS SITE  
221 HOFFMAN STREET  
ELMIRA, NEW YORK

DRAWN BY:	SCALE:	PROJECT NO:
SC	1:24,000	209053
REVIEWED BY:	DATE:	DRAWING NO:
FCE	Feb. 2012	1



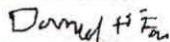
### Addendum to Purchase & Sale Contract

In regards to the Purchase and Sale Agreement between Daniel H. Farnsworth, the Buyer, and Castle Fast Dry Cleaners Inc., the Seller for the real property commonly known as 219-221 Hoffman Street, Elmira, New York, the undersigned Buyer and Seller agree to the following changes to said Purchase and Sale Agreement:

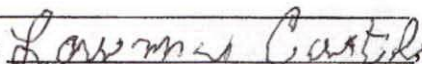
1. The parties agree that closing is contingent upon Purchaser executing a Lease Agreement with the existing dry cleaning tenant occupying a portion of the building.

All other terms remain the same as per the Purchase and Sale Agreement.

This addendum, upon its execution by both parties, is herein made an integral part of the aforementioned Purchase and Sale Agreement.

DocuSigned by:  
  
CC91FB0019084F0...  
Daniel H. Farnsworth, Buyer  
Dated: 3/28/2024

Castle Fast Dry Cleaners Inc.

By:  Seller  
Dated: 4/1/24

## **PURCHASE AND SALE AGREEMENT**

Seller: Castle Fast Dry Cleaners Inc.

Address: 1210 Salt Springs Road, Syracuse, New York 13214

Purchaser: Daniel H. Farnsworth (to be assigned to a wholly owned Limited Liability Company before closing)

Address: 101 Combs Hill Road, Pine City, New York 14871

### **PRICE AND TERMS OF PAYMENT:**

Purchase Price: \$50,000.00

### **PROPERTY:**

Commercial Row Building and lot located at 219-221 Hoffman Street, City of Elmira, Chemung County, New York; Tax Map Id No: 99.05-2-36.

### **CONDITIONS AND COVENANTS:**

1. **ABSTRACT OF TITLE.** The Seller shall furnish at its own expense a complete, accurate and marketable abstract of title extended down to a date reasonably close to the transfer of title, prepared by a duly organized Abstract Corporation or Law Firm doing business in Chemung County, New York, showing a good and marketable title and clear record title, free and clear of all liens and encumbrances. Seller will provide an Affidavit of Title in form and substance acceptable to Purchaser's Attorney.
2. **TAX CLEARANCES, RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX.** The Seller shall furnish complete tax searches in writing, showing all taxes and assessments which are a lien on the property, paid to the date of transfer of title, and shall furnish satisfactory evidence that all past due water bills and sewer charges are paid. The Seller will pay the real property transfer tax, the Capital Gains Affidavit recording charge and any special additional mortgage recording tax, if applicable. The Purchaser will pay for recording the deed and the mortgage and the mortgage tax, if applicable.
3. **CLOSING ADJUSTMENTS.** Rent payments, if any, fuel oil on the premises, if any, water charges, if any, sewer charges, if any, and real property taxes computed on a fiscal year basis, excluding any delinquent items, interest and penalties, and excluding embellishments and service charges in city tax bills, will be prorated and adjusted between the Seller and the Purchaser as of the date of possession.



4. **OBJECTIONS TO TITLE.** If the Purchaser raises a valid written objection to the Seller's title which means that the title to the property is unmarketable, and if the Seller gives written notice within five (5) days that the Seller will cure the problem prior to the closing date, then this contract shall continue in force until the closing date subject to the Seller performing as promised. If the Seller fails to cure the problem within such time, the Purchaser shall not be obligated to purchase the property and its deposit shall be returned.

5. **DEED.** The Seller shall furnish at its own expense a good and sufficient Warranty Deed, with required revenue stamps affixed, and executed in form to be recorded in the appropriate County Clerk's Office. The description shall be, at the option of the Purchaser, either the record description or a description drawn in accordance with the survey.

6. **SURVEY.** If a survey map is required, Purchaser shall pay for same.

7. **POSSESSION.** The Seller shall deliver possession of the premises and deliver all of the garage door openers, the keys for the premises and provide security codes for any security systems to the Purchaser on the date of closing and the Seller may remain in possession until such date. At the time of possession the premises shall be vacant. Until closing, Seller shall perform ordinary lawn and landscape maintenance and snow removal.

8. **TRANSFER DATE.** The title to the property shall be formally transferred on payment of the purchase money on or about the date that is 30 days from the date this Agreement is last executed. The Seller shall deliver the abstract and other title papers to the Purchaser's attorney at least ten (10) days before the transfer date.

9. **STRUCTURAL INSPECTION. WAIVED**

10. **FIXTURES AND CHATTELS.** Included in this sale, and represented by the Seller to be free and clear from encumbrances, are the following: all plumbing, heating, air conditioning and lighting fixtures (except portable lamps) awnings, shades, curtain rods, traverse rods, Venetian blinds, screens, screen doors, window boxes, radiator covers, storm sashes, bathroom and kitchen cabinets, towel racks, mantels, door mirrors, roadside mail boxes, weather vanes, flag poles, pumps, linoleum and asphalt tile attached to the floor in any manner, trees, plants and shrubbery, fences and outdoor statuary, TV antennas in so far as they are located upon or used in connection with the premises, and all built-in items such as cabinets, mirrors, dishwashers and shelving.

Other items included are: NONE

11. **RISK OF LOSS.** Risk of loss does not pass to the Purchaser until surrender of possession at Closing. If the Property shall be damaged by any cause prior to the Closing Date, the Seller shall immediately notify the Purchaser thereof and furnish the Purchaser with a written statement of the amount of insurance, if any, payable on account thereof. Thereafter, Purchaser shall have the right to cancel this Agreement upon written notice to the Seller, with a return of its deposit.



If Purchaser chooses to close, Seller shall transfer to Purchaser any insurance proceeds or the claim to those proceeds.

12. **CONDITION OF PROPERTY.** The Purchaser has inspected the property included in this sale and is thoroughly acquainted with its condition. The Purchaser agrees to purchase the property "AS IS" and in its present condition subject to reasonable use, wear, tear, and natural deterioration between now and the time of closing. The Purchaser shall have the right, after reasonable notice to the Seller, to inspect the property within 48 hours before time of closing.

13. **STATUS OF PROPERTY.** Purchaser acknowledges that the Site is on the Registry of Inactive Hazardous Waste Sites and will be subject to an Order on Consent in substantially the same form as attached hereto as Exhibit 1, which includes certain release language affordable to Purchaser and obligations of Purchaser.

14. **CLOSING CONTINGENCY.** Closing is contingent on Seller finalizing the Order on Consent in substantially the same form attached as Confidential Exhibit 1 ("Order"), which exhibit shall not be shared with third parties not signatories to this Agreement pending final agreement and signature on the Order by the New York State Department of Environmental Conservation and Seller.

15. **SERVICES.** Seller hereby represents that the Property is serviced by public water and public sewer system.

16. **TRANSFERABILITY.** The stipulations herein contained shall bind the heirs, distributees, personal representatives and assigns of the respective parties.

17. **RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT.** If more than one person signs this contract as Purchaser, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by the Purchasers in this contract. If more than one person signs this contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by the Seller.

18. **ENTIRE CONTRACT.** This contract when signed by both the Purchaser and the Seller will be the record of the complete agreement between the Purchaser and the Seller concerning the purchase and the sale of the Property. No verbal agreements or promises will be binding on either the Purchaser or the Seller unless they are in writing, and signed by both the Purchaser and the Seller. By signing this Agreement the Seller agrees to sell and the Purchaser agrees to buy the property described in this Purchase and Sale Contract.

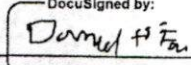
19. **CONTINGENCIES.** The closing of the transaction contemplated by this Agreement is contingent upon the following:

- (a) Seller and New York State DEC shall execute an Order of Consent and Administrative



Settlement prior to Closing and same shall be provide to Purchaser and Purchaser shall approve of same.

PURCHASER:

DocuSigned by:  
  
Daniel H. Farnsworth  
Dated: 2/7/2024

SELLER:

Castle Fast Dry Cleaners, Inc.

By: Lawrence Castle, President Dated:

Lawrence Castle, Pres, 4/11/24