



**Department of
Environmental
Conservation**

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

October 07, 2025

Mark A. Ciurca
868 Clover Street
Rochester, NY 14610
ciurca.mark@gmail.com

Subject: 828154-Former Erwin Dry Cleaners,
1451 West Ridge Road, Demolition Repair
Tax Map ID No. 075.17-4-1

Dear Mark Ciurca:

The New York State Department of Environmental Conservation has completed demolition activities associated at the Former Erwin Dry Cleaners site located at 1445 W. Ridge Road Rochester, New York 14615. The building has been demolished to facilitate future remedial efforts at the subject property. Pursuant to Environmental Conservation Law (ECL) Article 27 § 1309, (3)-(4) and ECL Article 27 § 1313(8), DEC and its contractors have the authority to enter onto properties for these purposes. This authority includes repairs and restoration of your adjacent building that was adjoined to the former Erwin Dry Cleaners building. The Department has performed inspections of your property to ensure that any concerns you might have that may be the responsibility of the Department's contractor, are appropriately addressed by the Department's contractor.

Our records indicate that you are the owner of property located at 1451 W. Ridge Road Rochester, NY 14615. DEC, acting through its officers, employees, agents, and contractors, requires access to your above-mentioned real property to complete post demolition repairs and restoration associated with the removal of the adjoined Former Erwin Dry Cleaners building.

DEC is available to answer any questions you may have regarding this work. DEC will provide advance notice of scheduled work and will work to accommodate your schedule, whenever possible. DEC will make every effort to minimize any adverse impact of its entry on and occupancy of your property.

DEC would prefer to act in cooperation with private parties. Therefore, it is requested that you sign the attached Access Stipulation acknowledging and consenting to DEC's right of entry onto your property.

Please feel free to direct any questions you may have on this matter to me at (518) 402-9686 or by email at nakya.stewart@dec.ny.gov .

Nothing contained herein constitutes a waiver by the Department of any rights under applicable state and federal law nor does it constitute a release of any party from obligations under those same laws.

Sincerely,

A handwritten signature in black ink, appearing to read "Nakya Stewart". The signature is fluid and cursive, with the first name "Nakya" being more prominent.

Nakya Stewart

ec:

Benjamin Rung, DER Section Chief

New York State Department of Environmental Conservation

ACCESS STIPULATION

for

PURPOSES AUTHORIZED PURSUANT TO ARTICLE 27 OF THE ENVIRONMENTAL
CONSERVATION LAW

This agreement made this 2 day of October, 2025 between Mark Ciorca hereinafter referred to as "Owner", and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "DEC," pursuant to the above cited law,

WITNESSETH:

WHEREAS, the Owner represents as follows:

a. That the Owner owns the real property described below and on the attached sketch map, or some right, title or interest therein, which property is described briefly as follows:

b. That said ownership consists of the following interest in said property:

title to which was acquired by the Owner at the time and in the manner following:

c. That said property is free and clear of all leases, tenancies, easements, contracts of sale, (except):

WHEREAS, said property was, or will be, entered upon and occupied by DEC, its representatives, employees, agents or contractors, for the performance of work thereon for one or more of the purposes set forth Environmental Conservation Law (ECL) Article 27 § 1313(8), and particularly for the purpose of restoration and repairs to an adjoined building following the removal of the subject structure..

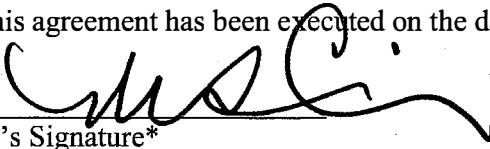
NOW THEREFORE, the parties hereto agree as follows:

1. The Owner will permit entry on and use of the property located at 1451 W. Ridge Road Rochester, NY 14615 by DEC, its agents, employees, contractors and representatives from the date hereof until November 1, 2026. Such right of entry includes the right to:
 - i. operate a work area;
 - ii. remove from the property any contaminated material excavated;
 - iii. place a fencing to secure the work area;
 - iv. collect air, water or soil samples for analysis;
 - v. remove air, water or soil samples; and
 - vi. carry on any activity necessary for the completion of repairs and restorations required by the removal of the abutting structure in a manner protective of public health and the environment, together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work.
2. DEC covenants that all work to be performed hereunder will be done at no cost or expense to the Owner; provided, however, this does not constitute a waiver of any rights DEC may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.

3. Prior to the termination of this agreement, DEC, at its cost and expense, will restore the property to its former condition, by repairing the exterior wall directly adjacent to the demolished building to protect the building from outdoor elements and provide insulation.
4. DEC's contractor has comprehensive general liability insurance for the activities conducted on this site, where Owner, among others, will be named as an additional insured. Owner understands and agrees that the repair services performed by DEC's contractors on the subject property are warranted for only one year from the date of performance.
5. In accordance with Section 138 of the New York State Finance Law, this Agreement may not be assigned by Owner or its right, title, or interest be therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the State contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval or where the assignment is due to a reorganization, merger, or consolidation of Owner.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties.

In witness whereof, this agreement has been executed on the day and date first above written.

10-2-2025 
Date Owner's Signature*

Owner's Title (if corporation)

10/7/25 David Harrington
Date Assistant Director, Division of Environmental Remediation

Use/Disclosure of Data: The Department may conduct sampling at or near the premises to inform its investigation/remediation of the site referenced herein. Sampling data obtained by the Department is subject to disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law). Please note that any identifying information related to sampling from the premises, including names, addresses, and personal emails/phone numbers, will not be disclosed by the Department.

{The project manager retains a copy in the project file.}

*NOTE: If stipulation is with a corporation, the respondent must be an official, authorized corporate representative.