

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

In the Matter of a Remedial Program for

**AMENDMENT TO BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. A2-0610-0808**

K - Citizens MGP - Carroll Gardens

DEC Site Nos: C224012

Located at: 5th Street & Smith Street to Gowanus Canal, Brooklyn
Kings County, NY 11218

Hereinafter referred to as "Site"

by:

New York City Housing Preservation and Development
100 Gold Street, 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 Department and the Applicant seek to amend the existing BCP Agreement for the Site, based on the 2015 changes to the BCP.

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

I. Tax Credit Status & Deadline for receipt of Certificate of Completion (COC)

Based on the fact that the Site did not receive a COC by December 31, 2019, it is hereby subject to the terms of the BCP in effect as of July 1, 2015, including, but not limited to, the tax credit structure and the deadline of March 31, 2026.

With respect to eligible costs incurred under the BCP, this Amendment shall not change the effective date of the Agreement, and otherwise eligible costs incurred from the original effective date of the agreement will still be eligible costs for tax credit purposes.

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. For sites seeking eligibility for tangible property tax credits under the underutilized category, the Applicant will apply for an additional amendment to the Agreement within sixty (60) days of the effective date of this Amendment. Should the Applicant fail to submit an amendment application for a determination that the site is eligible for tangible property tax credits under the underutilized category within sixty (60) days, the Applicant will not be able to receive tangible property tax credits under this category.

II. Miscellaneous

A. Except for the modifications set forth herein, the original Agreement shall remain in full force and effect and the terms thereof and the obligations therein are incorporated herein and shall apply with the same force and effect to the provisions of this Amendment. The terms of the original Agreement, including all exhibits, appendices and subsequent modifications, are not otherwise modified or expanded in any way.

B. The terms herein shall constitute this complete and entire Amendment of the Agreement. No term, condition, understanding or agreement purporting to modify the terms of the Agreement shall be binding unless subscribed to by both parties in accordance with the terms of the Agreement.

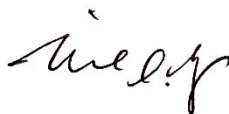
C. The effective date of this Amendment is the date it is signed by the Commissioner or the Commissioner's designee.

D. This Amendment may be signed in counterparts.

DATED:

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

By:




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

CONSENT BY APPLICANT

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

New York City Housing Preservation and
Development

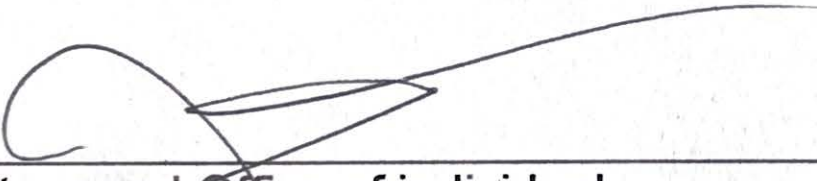
By: 

Title: Assistant Commissioner

Date: 6/22/20

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

On the 22nd day of June in the year 2020, before me, the undersigned, personally appeared Rona Reodica, 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 and Office of individual
taking acknowledgment

JENNIFER A KUBICKI
Notary Public, State of New York
No. 02KU6278123
Qualified in Kings County
Commission Expires Sept. 6, 2021

Notarized in Queens County.

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
Office of Development**

DEPARTMENTAL MEMORANDUM

DATE: October 8, 2019

TO: Delegation File
FROM: Elizabeth Oakley 
SUBJECT: Delegation of Authority To Rona Reodica

I am the Deputy Commissioner for Development of the Department of Housing Preservation and Development of the City of New York ("HPD"). In such capacity, I have been authorized, pursuant to delegation of authority from the Commissioner, dated October 8, 2019, to execute certain legal documents on behalf of HPD.

I hereby authorize Rona Reodica, HPD's Assistant Commissioner for Building and Land Development Services, to execute all environmental review determinations and findings by, and all contracts of, the Division of Building and Land Development Services which would normally require my signature.

cc: Rona Reodica
Nicholas Lundgren

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Hereinafter referred to as "Site"

by:

National Grid USA

175 East Old Country Road, Hicksville, NY 11801

Hereinafter referred to as "Applicant"

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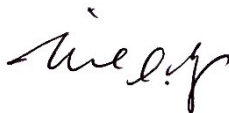
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D. This Amendment may be signed in counterparts.

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AMENDMENT IS HEREBY APPROVED, Acting by and
Through the Department of Environmental Conservation as
Designee of the Commissioner,

By:



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

CONSENT BY APPLICANT

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

National Grid USA

By: Charles Willard

Title: Authorized Representative

Date: 5/22/2020

STATE OF NEW YORK)

) ss: Onondaga

COUNTY OF)

On the 22 day of May in the year 2020, before me, the undersigned, personally appeared Charles Willard, 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.

Kelly Marie Likens
Signature and Office of individual
taking acknowledgment



THE BROOKLYN UNION GAS COMPANY

**WRITTEN CONSENT OF DIRECTORS
IN LIEU OF A SPECIAL MEETING**

As of January 11, 2010

The undersigned, being the sole director of The Brooklyn Union Gas Company, a New York corporation (the "*Company*"), pursuant to Section 708(b) of the New York Business Corporation Law, does hereby take and consent to the taking of the actions set forth in the following votes, which for all purposes shall have the same force and effect as if taken at a meeting of the Board of Directors of the Company duly called and held for the purpose, at which a quorum was present and acting throughout:

Authorized Representatives

VOTED: That, in addition to the authority granted to the officers of this Company by the by-laws, and until further action of this Board, Charles F. Willard is hereby authorized to execute and deliver, for and on behalf of this Company as its attorney-in-fact and authorized representative, agreements, commitments, settlements, applications, Grants of Environmental Easement or Restriction, Environmental Land Use Restrictions, Activity and Use Limitations, Emission Allowance Transfers, licenses, permits, consent orders or decrees, certifications, notices, and other instruments and documents, (each, a "*Commitment*"), and amendments, supplements, or modifications thereof, provided, that each such Commitment (i) pertains to environmental matters in connection with the business of this Company, and (ii) does not exceed \$2.5 million in amount.

VOTED: That, with respect to any Commitment that is subject to the National Grid Delegations of Authority ("*Delegations*"), the authority granted by the foregoing vote shall only be exercised if and to the extent such Commitment has been duly authorized pursuant to the applicable Delegations.

VOTED: That, the prior vote of this Board appointing David C. Lodemore as an Authorized Representative of the Company is hereby rescinded.

The undersigned further directs that this Consent shall take effect immediately as of the date first above written and shall be filed with the minute book of the Company with the minutes of the meetings of the Board of Directors.


Colin Owyang