

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation

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

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Scenic Beacon Developments. LLC
Attn: Rodney Weber
25 East Main Street
Beacon, NY 12508

APR 27 2018

Beacon Terminal Associates, L.P.
Attn: William S. Ehrlich
18 East 22nd Street
New York, NY 10010

**RE: Site Name: Beacon Terminal
Site No.: C314117
Location of Site: 555 South Shore, Beacon, New York 12508**

Dear Messrs. Weber & Ehrlich,

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the Beacon Terminal Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Andrew Guglielmi, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 625 Broadway, 14th Floor Albany, NY 12233-1500, or by email at andrew.guglielmi@dec.ny.gov.

Sincerely,



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

Enclosure

ec: P. Amin, Project Manager

cc: A. Guglielmi, Esq. /M. Mastroianni



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

**AMENDMENT TO BROWNFIELD SITE
CLEANUP AGREEMENT**
Index No. A3-0583-0307

Beacon Terminal

DEC Site No: C314117
Located at: 555 South Avenue
Beacon, New York 12508

Hereinafter referred to as "Site"

by: Beacon Terminal Associates, LP &
Scenic Beacon Developments, LLC

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, 2017, 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 scheme 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.

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.

DATED: APR 27 2018

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.

Beacon Terminal Associates, LP

By: William S Eulich

Title: GP.

Date: March 15, 2018

STATE OF NEW YORK

COUNTY OF New York

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) ss:
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On the 15 day of March in the year 2018, before me, the undersigned, personally appeared William Eulich, 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.

Jane Fire Flanagan
Signature and Office of individual
taking acknowledgment

JANE FIRE FLANAGAN
Notary Public - State of New York
NO. 01F16140650
Qualified in New York County
My Commission Expires Jan 30, 2022

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.

Scenic Beacon Developments, LLC

By: [Signature]

Title: PRESIDENT

Date: 3/19/2018

STATE OF NEW YORK

)

) ss:

COUNTY OF

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On the 19th day of March in the year 2018, before me, the undersigned, personally appeared Rodney Weber, 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

HILLARY J. GHEE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GH6323692
Qualified in Dutchess County
My Commission Expires April 27, 2019