

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](http://www.dec.ny.gov)

Springs Land Company LLC  
David Clements  
P.O. Box 262  
Port Gibson, New York 14537

APR 27 2018

**RE: Site Name: Carriage Cleaner Site**  
**Site No.: C828131**  
**Location of Site: 1600 Penfield Road, Penfield, New York 14526**

Dear Mr. Clements,

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement Amendment for the Carriage Cleaner Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Dennis Harkawik, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 6274 East Avon-Lima Road Avon, NY 14414, or by email at [dennis.harkawik@dec.ny.gov](mailto:dennis.harkawik@dec.ny.gov).

Sincerely,



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

Enclosure

ec: T. Caffoe, Project Manager  
cc: D. Harkawik, Esq.  
A. Guglielmi, Esq. /M. Mastroianni



Department of  
Environmental  
Conservation

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

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In the Matter of a Remedial Program for

**AMENDMENT TO BROWNFIELD SITE  
CLEANUP AGREEMENT  
Index No. B8-0705-05-08**

**Carriage Cleaner Site**  
DEC Site No: C828131  
Located at: 1600 Penfield Road  
Penfield, New York 14526

Hereinafter referred to as "Site"

by:

Springs Land Company LLC

Hereinafter referred to as "Applicant"

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**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 deadline of December 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 with 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.

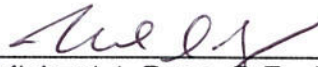
B. The terms herein shall constitute the complete and entire Amendment of the Agreement. No term, condition, understanding or agreement purporting to modify the terms of the Agreement shall be binding unless subscribed to by both parties in accordance with the terms of the Agreement.

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:



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Michael J. Ryan, P.E., Assistant 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.

Springs Land Company LLC

By: 

Title: MANAGING MEMBER

Date: 3/29/18

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF Ontario    )

On the 29<sup>th</sup> day of March in the year 2018, before me, the undersigned, personally appeared Jeffrey T. Arnold, 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

ANGELA M WRIGHT  
Notary Public, State of New York  
No. 01WR6354815  
Qualified In Wayne County  
My Commission Expires February 21, 2021