

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. C828182-05-12**

**Eldre Corporation**

DEC Site No: C828182

Located at: 1500 Jefferson Rd and 55 Hofstra Rd., Henrietta, Monroe County, NY  
14623

Hereinafter referred to as "Site"

by:

Mersen USA SPM Corporation  
1500 Jefferson Road, Rochester, NY 14623

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, 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.

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: January 26, 2021

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.

Mersen USA SPM Corporation  
By: [Signature]  
Title: CFD North America  
Date: 5/22/20

STATE OF NEW YORK <sup>Jersey</sup> )  
COUNTY OF Morris ) ss:

On the 22nd day of May in the year 2020, before me, the undersigned, personally appeared Jeff Hewitt, 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.

Beatrice Kwok  
Signature and Office of individual taking acknowledgment  
**BEATRICE KWOK**  
**A Notary Public of New Jersey**  
**Commission No. 2204321**  
**My Commission Expires Aug 7, 2022**

On May 22, 2020 before me, Beatrice Kwok, Notary Public in and for said county, Jeff Hewitt (signer) appeared before me using communication technology and has/have satisfactorily identified him/her/themselves as the signer(s) to the above referenced document. I have been able to confirm his/her/their identity(ies) by having personal knowledge of the individual appearing before me based upon past dealings. I have confirmed that the record before me is the same record in which Jeff Hewitt (signer) made a statement or signed. I have recorded the notarial act. It will be stored at Sherman Wells Sylvester & Stamelman LLP for a period of ten (10) years following the date of the notarial act pursuant to the requirements of P.L. 2020, c. 26 (A-3903) ¶ 1(f).

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**Eldre Corporation**

DEC Site No: C828182

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14623

Hereinafter referred to as "Site"

by:

Eldre Corporation

16622 Sweet Bay Drive, Delray Beach, FL 33445

Hereinafter referred to as "Applicant"

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By:



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

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Eldie Corporation HARVEY B. ERDIE  
By: [Signature]  
Title: FORUMS REPRESENTATIVE  
Date: 3/17/2020

Florida  
STATE OF NEW YORK )  
COUNTY OF Palm Beach ) ss:

On the 7 day of MARCH in the year 2020, before me, the undersigned,  personally appeared Harvey Erdie, 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

