

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation

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

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www.dec.ny.gov

Tecumseh Redevelopment Inc.
Keith A. Nagel, General Manager
4020 Kinross Lakes Parkway
Richfield, OH 44286

APR 18 2018

Lackawanna Solar Land LLC
Timothy M. Ryan
47 S. Hamilton Street
Poughkeepsie, NY 12601

Steel Sun 2 LLC
Paul Curran
47 S. Hamilton Street
Poughkeepsie, NY 12601

RE: Site Name: Site III-9 Tecumseh Phase III Business Park
Site No(s): C915199I
Location of Site: 2303 Hamburg Turnpike, Lackawanna, NY 14218

Dear Applicants,

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for Amendment the Site III-9 Tecumseh Phase III Business Park Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Karen Draves, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 270 Michigan Avenue Buffalo, NY 14203, or by email at karen.draves@dec.ny.gov.

Sincerely,



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



Department of
Environmental
Conservation

Enclosure

ec: M. Moore, Project Manager

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

APR 18 2018

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. B9-0696-05-06(C)

Site(s) III-9 Tecumseh Phase III Business Park

DEC Site No: C915199I

Located at: 2303 Hamburg Turnpike, Lackawanna, NY 14218

Hereinafter referred to as "Site"

by: Tecumseh Redevelopment Inc. and
Lackawanna Solar Land LLC and
Steel Sun 2 LLC

Hereinafter referred to as "Applicant(s)"

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(s) 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 COCs by December 31, 2017, they are 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. Within forty (40) Days after the effective date of this Amendment an updated schedule to address the remaining elements of the Brownfield Program shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate the scheduled work.

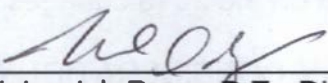
C. The terms herein shall constitute this complete and entire Amendment of the Agreement. No term, condition, understanding or agreement purporting to modify the terms of the Agreement shall be binding unless subscribed to by both parties in accordance with the terms of the Agreement.

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

DATED: APR 18 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.

Tecumseh Redevelopment Inc.

By: Keith Nagel

Title: V.P. FINANC. & REAL ESTATE

Date: March 5, 2018

STATE OF Ohio)
NEW YORK)
COUNTY OF Summit) ss:

On the 5th day of March in the year 2018, before me, the undersigned, personally appeared Keith Nagel, 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.

Susan E. Dick
Signature and Office of individual taking acknowledgment



Susan E. Dick, Notary Public
Commission expires: November 6, 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.

Lackawanna Solar Land LLC

By: _____

Title: _____

Date: _____

STATE OF NEW YORK)
) ss:
 COUNTY OF)

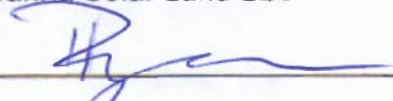
On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed 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

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.

Lackawanna Solar Land LLC

By: 

Title: Member

Date: March 8, 2018

MARYLAND
STATE OF ~~NEW YORK~~)
) ss:
COUNTY OF BALTIMORE)

On the 8th day of March in the year 2018, before me, the undersigned, personally appeared Timothy M. Ryan, 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

ISAIAH SMITH
Notary Public, State of Maryland
Baltimore City
My Commission Expires October 11, 2021

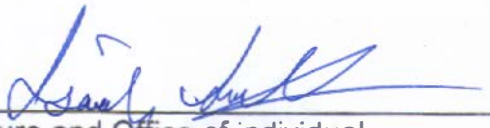
CONSENT BY APPLICANT

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.

Steel Sun 2 LLC
 By: 
 Title: Member
 Date: March 8, 2018

MARYLAND
 STATE OF ~~NEW YORK~~)
) ss:
 COUNTY OF BALTIMORE)

On the 8th day of March in the year 2018, before me, the undersigned, personally appeared Timothy M. Ryan, 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

ISAIAH SMITH
 Notary Public, State of Maryland
 Baltimore City
 My Commission Expires October 11, 2021