

**New York State Department of Environmental Conservation**  
**Division of Environmental Remediation**  
**Office of the Director, 12th Floor**  
625 Broadway, Albany, New York 12233-7011  
**Phone:** (518) 402-9706 • **Fax:** (518) 402-9020  
**Website:** [www.dec.ny.gov](http://www.dec.ny.gov)



Peter M. Iwanowicz  
Acting Commissioner

DEC 31 2010

William J. McFarland  
General Motors LLC  
30200 Mound Road  
Mail Code 480-111-W60  
Warren, MI 48090-9010

**RE: Site Name: Former General Motors North Tarrytown West**  
**Site No.: C360070**  
**Location of Site: 199 Beekman Avenue, Sleepy Hollow, NY**

Dear Applicant:

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the Former General Motors North Tarrytown Site.

If you have any further questions relating to this matter, please contact Ben Conlon, Esq., NYSDEC Office of General Counsel, 625 Broadway, Albany, NY 12233-1500 or by email at [bxconlon@gw.dec.state.ny.us](mailto:bxconlon@gw.dec.state.ny.us)

Sincerely,

Dale A. Desnoyers

Director

Division of Environmental Remediation

cc w/out att: J. Moras

cc w/att: B. Conlon (E. Armater)

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

-----  
In the Matter of a Remedial Program for

**BROWNFIELD SITE  
CLEANUP AGREEMENT**  
Index No. C360070-12-10

**Former General Motors North Tarrytown**

DEC Site No.: C360070

Located at: 199 BEEKMAN AVENUE

Westchester County

SLEEPY HOLLOW, NY 10591

Hereinafter referred to as "Site"

by:

General Motors LLC

30200 Mound Road, Warren, MI 48090-9010

Hereinafter referred to as "Applicant"

-----  
**WHEREAS**, the Department of Environmental Conservation (the "Department") is authorized to administer the Brownfield Cleanup Program set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

**WHEREAS**, the Applicant submitted an application to amend the existing Brownfield Cleanup Agreements (Index # A3-0514-0305 and A3-0513-0305) for this site to change the Applicant; which application was received by the Department on December 13, 2010;

**WHEREAS**, the Department has determined that the Applicant is eligible to participate in the BCP as a participant under this Brownfield Cleanup Agreement and that the amendment should be granted. This determination and agreement shall not be used as a precedent in any other proceeding; and

**WHEREAS**, this Agreement will supercede the BCA dated May 12, 2005 for the West Parcel (Index # A3-0514-0305), designated by the Village of Sleepy Hollow as Tax Section 15, Block 1, Lot 1 and Section 16, Block 2, Lot 27 (the "Site"). Attached as Exhibit "A" is a map of the West and East Parcels.

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

I. Applicant Status

The Applicant, General Motors LLC, is participating in the BCP as a Participant as defined in ECL 27-1405(1)(a).

## II. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") is the "West Parcel" of the property, designated by the Village of Sleepy Hollow as Tax Section 15, Block 1, Lot 1 and Section 16, Block 2, Lot 27 (the "Site"), and further defined by the metes and bounds description attached hereto as Exhibit "B-2".

## III. Payment of State Costs

Invoices shall be sent to Applicant at the following address:

General Motors LLC  
Attn: William J. McFarland  
30200 Mound Road  
Mail Code 480-111-W60  
Warren, MI 48090-9010  
william.j.mcfarland@gm.com

In addition to the requirement to pay future state costs as set forth in Appendix "A", within forty-five (45) Days after receiving an invoice, Applicant shall pay to the Department the sum set forth such invoice, which sum shall represent reimbursement for past State Costs incurred prior to the effective date of this Agreement. Applicant acknowledges that all past State Costs are not itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Agreement.

## IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

James Moras  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233  
jamoras@gw.dec.state.ny.us

Note: two hard copies (one unbound) of work plans and reports are required, as well as one electronic copy.

Steven Bates (electronic copy only)  
Bureau of Environmental Exposure Investigation

New York State Department of Health  
Flanigan Square  
547 River Street  
Troy, NY 12180-2216  
smb02@health.state.ny.us

Note: one bound copy of work plans and reports is required, as well as one electronic copy.

2. Communication from the Department to Applicant shall be sent to:

General Motors LLC  
Attn: William J. McFarland  
30200 Mound Road  
Mail Code 480-111-W60  
Warren, MI 48090-9010  
william.j.mcfarland@gm.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

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

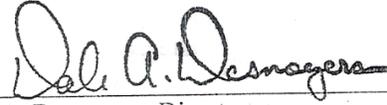
DATED:

PETER M. IWANOWICZ  
ACTING COMMISSIONER

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

DEC 31 2010

By:

A handwritten signature in black ink, appearing to read "Dale A. Desnoyers", written over a horizontal line.

Dale A. Desnoyers, Director  
Division of Environmental Remediation

CONSENT BY APPLICANT

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

General Motors LLC

By: William J. McFarland

Title: Director

Date: December 29, 2010

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF                )

On the 29th day of December in the year 2010, before me, the undersigned, personally appeared William J. McFarland, 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.

Alicia Najor  
Signature and Office of individual  
taking acknowledgment

ALLICIA NAJOR  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission expires April 3, 2015  
Acting in the County of Macomb

EXHIBIT A

SITE MAP

