



Department of Environmental Conservation

# BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

## PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification requested:

Amendment to modify the existing BCA: [check one or more boxes below]

- Add applicant(s)
- Substitute applicant(s)
- Remove applicant(s)
- Change in Name of applicant(s)

Amendment to reflect a transfer of title to all or part of the brownfield site

- 1a. A copy of the recorded deed must be provided. Is this attached?  Yes  No
- 1b.  Change in ownership  Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [Complete Sections I and V below and Part II]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [Complete Section I and V below and Part II]

**Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

### 2. Required: Please provide a brief narrative on the nature of the amendment:

The current site owner Smith Street Owner LLC has entered into a Purchase and Sale Agreement to sell the property to HR DC Smith Street Owner LP.

This amendment seeks to add the future owner as a party to the BCA.

**\*Please refer to the attached instructions for guidance on filling out this application\***

**\*Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves a non-insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.\***

Section I. Current Agreement Information		
BCP SITE NAME: 459 Smith Street (Citizens MGP Parcel III) BCP SITE NUMBER: C224012B		
NAME OF CURRENT APPLICANT(S): Smith Street Owner LLC; The Brooklyn Union Gas Co. d/b/a National Grid NY		
INDEX NUMBER OF AGREEMENT: C224012B-06-19 DATE OF ORIGINAL AGREEMENT: 10/30/19		
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME HR DC Smith Street Owner LP		
ADDRESS 52 Sutton Place		
CITY/TOWN Lawrence, NY		ZIP CODE 11559
PHONE (917) 583-4997	FAX	E-MAIL mloeb@lantowerresidential.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. <span style="border: 1px solid black; padding: 2px;">See Attachment A</span></li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Michael Loeb		
ADDRESS 52 Sutton Place		
CITY/TOWN Lawrence, NY		ZIP CODE 11559
PHONE (917) 583-4997	FAX	E-MAIL mloeb@lantowerresidential.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Langan Engineering		
ADDRESS 360 West 31st Street		
CITY/TOWN New York, NY		ZIP CODE 10001
PHONE (212) 479-5400	FAX (212) 479-5444	E-MAIL mburke@langan.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) David Yudelson of Sive, Paget & Riesel PC		
ADDRESS 560 Lexington Avenue, 15th Floor		
CITY/TOWN New York, NY		ZIP CODE 10022
PHONE (212) 421-2150	FAX	E-MAIL dyudelson@sprlaw.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: <span style="border: 1px solid black; padding: 2px;">See Attachment B</span>		
Requestor HR DC Smith Street Owner LP is in contract to purchase the property from Existing Applicant Smith Street Owner LLC.		

**Section III. Current Property Owner/Operator Information (only include if new owner/operator)**  
**Owner below is:**  Existing Applicant  New Applicant  Non-Applicant

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

**Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)**

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site?  Yes  No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?  Yes  No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site?  Yes  No  
 Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment.  Yes  No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information.  Yes  No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?  Yes  No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?  Yes  No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?  Yes  No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?  Yes  No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?  Yes  No
11. Are there any unregistered bulk storage tanks on-site which require registration?  Yes  No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

See Attachment C

**If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.**

12. Requestor's Relationship to Property (check one):

Prior Owner  Current Owner  Potential /Future Purchaser  Other \_\_\_\_\_

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached?  Yes  No

See Attachment D

**Note: a purchase contract does not suffice as proof of access.**



**Section V. Property description and description of changes/additions/reductions (if applicable)**

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: \_\_\_\_\_

Parcel Address	Section No.	Block No.	Lot No.	Acreage

2. Check appropriate boxes below:

Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

2a. PARCELS ADDED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Added by Parcel

Total acreage to be added: \_\_\_\_\_

Reduction of property

2b. PARCELS REMOVED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Removed by Parcel

Total acreage to be removed: \_\_\_\_\_

Change to SBL (e.g. merge, subdivision, address change)

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

**3. TOTAL REVISED SITE ACREAGE: \_\_\_\_\_**

**Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.**

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	


**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**

Existing Agreement Information	
BCP SITE NAME: 459 Smith Street (Citizens MGP Parcel III)	BCP SITE NUMBER: C224012B
NAME OF CURRENT APPLICANT(S): Smith Street Owner LLC; The Brooklyn Union Gas Co. d/b/a National Grid NY	
INDEX NUMBER OF AGREEMENT: C224012B-06-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 10/30/19	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am (title <u>the Authorized Signatory</u>) of (entity <u>HR DC Smith Street Owner LP</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p>My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>7/18/21</u> Signature: </p> <p>Print Name: <u>Michael Leeb</u></p>

**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am the Authorized Signatory (title) of Smith Street Owner LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7-2021 Signature: 

Print Name: Asat Rana

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

**NOTE: Applications submitted in fillable format will be rejected.**

Status of Agreement:

**PARTICIPANT**

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

**VOLUNTEER**

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

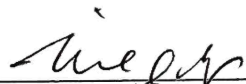
**Effective Date of the Original Agreement: 10/30/19**

**Signature by the Department:**

DATED: 08/19/2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:



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



**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am Director of Environmental (title) of The Brooklyn Union Gas Co. (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Charles Willard's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/22/2021 Signature: [Signature]

Print Name: Charles Willard

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

**NOTE: Applications submitted in fillable format will be rejected.**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

Effective Date of the Original Agreement: 10/30/19

Signature by the Department:

DATED: 08/19/2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:

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

Site Code:



**SUBMITTAL INFORMATION:**

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233-7020

- **NOTE: Applications submitted in fillable format will be rejected.**

---

**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_

**BROWNFIELD CLEANUP PROGRAM (BCP) INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION**

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement. NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

**COVER PAGE**

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This field will auto-populate in the bottom left corner of the subsequent pages.

**SECTION I CURRENT AGREEMENT INFORMATION**

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

**SECTION II NEW REQUESTOR INFORMATION**

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners' names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address. Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.  
Provide information for the requestor's attorney.

Please provide proof that the party signing this Application and Amendment has the authority to bind the requestor. This would be documentation from corporate organizational papers, which are updated, showing

the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC.

### **SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION**

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

### **SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION**

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

### **SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)**

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

#### **1. Property Information on Existing Agreement**

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

#### **2a. Addition of Property**

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

#### **2b. Reduction of Property**

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

**SUPPLEMENT TO THE APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT – QUESTIONS FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

This page should only be completed if:

a. The site is located in the five boroughs comprising New York City

AND

b. The site does not currently have an eligibility determination for tangible property credits.

**PART II**

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

**ATTACHMENT A**  
**SECTION II: NEW REQUESTOR INFORMATION**  
**NYSDOS ENTITY LISTING**



July 12, 2021 | 1:43 pm

**COVID-19 Updates**

The COVID-19 vaccine is here. It is safe, effective and free. Walk in to get vaccinated at sites across the state. Continue to mask up and stay distant where directed.

**GET THE FACTS >**

# Department of State

## Division of Corporations

### Entity Information

[Return to Results](#)
[Return to Search](#)

#### Entity Details ^

<b>ENTITY NAME:</b> HR DC SMITH STREET OWNER L.P.	<b>DOS ID:</b> 6217140
<b>FOREIGN LEGAL NAME:</b> HR DC SMITH STREET OWNER LP	<b>FICTITIOUS NAME:</b> HR DC SMITH STREET OWNER LP
<b>ENTITY TYPE:</b> FOREIGN LIMITED PARTNERSHIP	<b>DURATION DATE/LATEST DATE OF DISSOLUTION:</b>
<b>SECTION OF LAW:</b> LIMITED PARTNERSHIP - 121-902 PARTNERSHIP LAW - PARTNERSHIP LAW	<b>ENTITY STATUS:</b> Active
<b>DATE OF INITIAL DOS FILING:</b> 07/12/2021	<b>REASON FOR STATUS:</b>
<b>EFFECTIVE DATE INITIAL FILING:</b> 07/12/2021	<b>INACTIVE DATE:</b>
<b>FOREIGN FORMATION DATE:</b> 06/01/2021	<b>STATEMENT STATUS:</b> CURRENT
<b>COUNTY:</b> New York	<b>NEXT STATEMENT DUE DATE:</b> 07/31/2022
<b>JURISDICTION:</b> Delaware, United States	<b>NFP CATEGORY:</b>

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

#### Service of Process Name and Address

**Name:** c/o c t corporation system**Address:** 28 liberty street, NEW YORK, NY, United States, 10005

Chief Executive Officer's Name and Address

**Name:**

**Address:**

Principal Executive Office or Owner Name and Address

**Name:**

**Address:**

Registered Agent Name and Address

**Name:** c t corporation system

**Address:** 28 liberty street, NEW YORK, NY, 10005

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

**Is The Entity A Farm Corporation:** No

Stock Information

Share Value

Number Of Shares

Value Per Share

**ATTACHMENT B**  
**SECTION II: NEW REQUESTOR INFORMATION**  
**CORPORATE RESOLUTION**

## RESOLUTION OF SOLE MEMBER

The undersigned, H & R REIT (U.S.) HOLDINGS INC., a Delaware corporation (“H&R REIT”) as the sole member of HR DC SMITH STREET OWNER GP LLC, a Delaware limited liability company (the “GP”), as the sole general partner of HR DC SMITH STREET OWNER LP, a Delaware limited partnership (the “Owner”) does hereby adopt in all respects the following resolutions:

**WHEREAS**, pursuant to that certain Agreement of Purchase and Sale, dated as of July 2, 2021 (“Agreement”) between Owner, as purchaser, and Smith Street Owner LLC (“Seller”), as seller, Seller is selling to Owner the real property located at 459 Smith Street, Brooklyn, New York (“Property”), as more particularly described in the Agreement;

**WHEREAS**, pursuant to the Agreement, Owner has to right to enter into an amendment (the “BCA Amendment”) to that certain Brownfield Site Cleanup Agreement under New York State’s Brownfield Cleanup Program with the New York State Department Environmental Conservation with respect to the Property, dated October 30, 2019 (the “BCA”) and to perform certain work at the Property pursuant to the terms of the BCA;

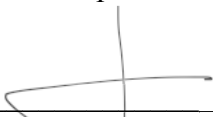
**NOW, THEREFORE, BE IT RESOLVED**, that Michael Loeb, being the duly elected vice president of the GP, be, and hereby is, authorized, empowered and directed, in the name and on behalf of the Owner, to execute, deliver and/or file, any and all documents, applications, instruments or certificates required to be executed and delivered in connection with the BCA Amendment, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, as he may in his discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions; and be it further

RESOLVED, that any and all acts taken or to be taken by Michael Loeb, pursuant to and consistent with the authorization embodied herein be, and they hereby are, in all respects approved, ratified and confirmed.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of July 9, 2021.

H & R REIT (U.S.) HOLDINGS INC.,  
a Delaware corporation

By:   
Name: Thomas Hofstedter  
Title: President



**ATTACHMENT C**  
**SECTION IV: REQUESTOR ELIGIBILITY INFORMATION**

**Volunteer Status of Requestor**

Requestor HR DC Smith Street Owner LP meets the eligibility requirements of ECL 27-1407. In addition to the information provided in Section IV of the Brownfield Cleanup Agreement amendment application, HR DC Smith Street Onwer LP was formed as a limited partnership after the site had already been accepted into the BCP program. HR DC Smith Street Owner LP has no affiliation with the previous owner(s) responsible for the contamination at the site.

**ATTACHMENT D**  
**SECTION IV: REQUESTOR ELIGIBILITY INFORMATION**  
**SITE ACCESS AGREEMENT**

**BROWNFIELD CLEANUP PROGRAM**  
**SITE ACCESS AGREEMENT**

This Site Access Agreement ("Agreement") is made and entered into on this 26 day of July 2021, by and between **SMITH STREET OWNER LLC** ("Owner") and **HR DC SMITH STREET OWNER LP** ("Requestor").

WHEREAS, Owner owns real property located at 459 Smith Street, Brooklyn, New York, 11231, Block 471, Lot 200 (the "Property"), which is the subject of a New York State Brownfield Cleanup Program ("BCP") agreement, in which Owner is the current applicant;

WHEREAS, Requestor has entered into a Purchase and Sale Agreement with Owner for the purchase of the Property and is submitting an Brownfield Cleanup Agreement ("BCA") Amendment application to be added as an applicant on the BCA;

Therefore, for \$10 good and adequate consideration, which is deemed received; it is therefore agreed as follows:

1. **Access Agreement.** Owner hereby authorizes Requestor and its environmental and engineering consultants (together with their subcontractors) to enter the Property and undertake any and all remedial investigation and remedial action work required to fulfill the terms of the BCA and any associated BCP work plans approved by the New York State Department of Environmental Conservation.
2. **Entire Agreement.** This Agreement constitutes the Parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.
3. **Statement of Agreement.** This Agreement is not and shall not be construed as an admission of any issue of fact or law, or as an admission or adjudication of any liability, or as a modification or waiver of any claim or defense or right or remedy, and shall not be admissible in any other suit or proceeding, except a suit or proceeding to enforce the terms contained herein.
4. **Headings & Section References.** The headings and section references used in this Agreement are inserted for reference solely as a matter of convenience and do not affect the scope or intent of any section or provision of this Agreement.
5. **Enforceability.** If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.
6. **Waiver.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.
7. **Governing Law.** This Agreement must be construed, and its performance enforced, under New York law.

8. **Effective Date.** This Agreement, executed in duplicate originals, shall be effective on the date written above.

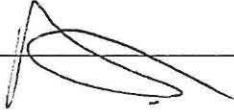
9. **Signatories.** This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

10. **Agreement Execution Authority.** Each person executing this Agreement represents that the Party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto are authorized and have executed this Agreement on the day and year written above.

7.26.21  
Date

**SMITH STREET OWNER LLC**

By:  \_\_\_\_\_

Name: Asaf Ravid

Title: Authorized Signatory

7/26/21  
Date

**HR DC SMITH STREET OWNER LP**

By:  \_\_\_\_\_

Name: Michael Loeb

Title: Vice President