



SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. *OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.

a. VIA SITE CONTROL DROPBOX:

- [Request an invitation](#) to upload files to the Site Control submittal dropbox.
- In the “Title” field, please include the following: “New BCP Application - *Proposed Site Name*”.
- After uploading files, an automated email will be sent to the submitter’s email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
- Application packages submitted through third-party file transfer services will not be accepted.

b. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

SITE NAME: Strong Building Site

Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C353019

☒

Yes

☐

No



**BROWNFIELD CLEANUP PROGRAM (BCP)
APPLICATION FORM**

BCP App Rev 16.1 – March 2025

SECTION I: Property Information

PROPOSED SITE NAME **Strong Building Site**

ADDRESS/LOCATION **430 Broadway**

CITY/TOWN **Monticello**

ZIP CODE **12701**

MUNICIPALITY (LIST ALL IF MORE THAN ONE) **Village of Monticello**

COUNTY **Sullivan**

SITE SIZE (ACRES) **0.4**

LATITUDE

LONGITUDE

41°	39'	18.828"	-74°	41'	10.733"
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Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
430 Broadway, Monticello, NY 12701	112	9	14.1	0.4

	Y	N
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	☒	☐
2. Is the required property map, provided in electronic format, included with the application? (Application will not be processed without a map)	☒	☐
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) If yes, identify census tract: _____ Percentage of property in En-zone (check one): ☐ 0% ☐ 1-49% ☐ 50-99% ☐ 100%	☐	☒
4. Is the project located within a disadvantaged community? See application instructions for additional information.	☒	☐
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	☐	☒
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications:	☐	☒

SECTION I: Property Information (continued)		Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		☐	☒
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		☐	☒
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		☐	☒
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		☐	☒
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		☐	☒
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. <u>Easement/Right-of-Way Holder</u> <u>Description</u>		☐	☒
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): <u>Type</u> <u>Issuing Agency</u> <u>Description</u>		☐	☒
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?		☒	☐
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.			
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.		☐	☐
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		☐	☐
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		☐	☐
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.			
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions.			
Initials of each Requestor: <u>KO</u> _____ _____ _____ _____ _____			

SECTION II: Project Description

1. The project will be starting at: ☒ Investigation ☐ Remediation

If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see [DER-10, Technical Guidance for Site Investigation and Remediation](#) for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

☐ Yes ☐ No ☒ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☐ RIWP ☐ RAWP ☐ IRM ☒ No

4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued.

Is this information attached? ☒ Yes ☐ No

Beginning January 1, 2024, all work plans and reports submitted for the BCP shall address Green and Sustainable Remediation (GSR) and DER-31 (see [DER-31, Green Remediation](#)). Work plans, reports and design documents will need to be certified in accordance with DER-31.

5. Please provide a description of how Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts.

Is this information attached? ☒ Yes ☐ No

6. If the project is proposed to start at the remediation stage (Section 2, Item 1, above), a climate change screening or vulnerability assessment must have been completed. Is this attached?

☐ Yes ☐ No

SECTION III: Ecological Concerns

- | | Y | N |
|---|----------------------------------|----------------------------------|
| 1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site? | ☐ | ☒ |
| 2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources? | ☐ | ☒ |
| 3. Is/are there a/any Contaminant(s) of Ecological Concern? | ☐ | ☒ |
| If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report. | | |
| 4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application? | ☒ | ☐ |

SECTION IV: Land Use Factors

1. What is the property's current municipal zoning designation? <u>B-2 District (core business)</u>		
2. What uses are allowed by the property's current zoning (select all that apply)? Residential ☒ Commercial ☒ Industrial ☐		
3. Current use (select all that apply): Residential ☐ Commercial ☐ Industrial ☐ Recreational ☐ Vacant ☒		
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?	Y ☒	N ☐
5. Reasonably anticipated post-remediation use (check all that apply): Residential ☒ Commercial ☒ Industrial ☐ If residential, does it qualify as single-family housing? N/A ☐	☐	☒
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?	☒	☐
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.	☐	☒
8. Do current and/or recent development patterns support the proposed use?	☒	☐
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation. Include additional documentation if necessary.	☒	☐
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation. Include additional documentation if necessary.	☒	☐

SECTION V: Current and Historical Property Owner and Operator Information

CURRENT OWNER Sullivan County Land Bank Corporation		
CONTACT NAME Jill Weyer		
ADDRESS 100 North Street		
CITY Monticello	STATE NY	ZIP CODE 12701
PHONE 845-794-2500 Ext. 304	EMAIL jweyer@townofthompson.com	
OWNERSHIP START DATE 10/29/2020		
CURRENT OPERATOR Sullivan County Land Bank Corporation		
CONTACT NAME Jill Weyer		
ADDRESS 100 North Street		
CITY Monticello	STATE NY	ZIP CODE 12701
PHONE 845-794-2500 Ext. 304	EMAIL jweyer@townofthompson.com	
OPERATION START DATE 10/29/2020		

SECTION VI: Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

- 1. Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
- 2. SAMPLING DATA:** Indicate (by selecting the options below) known contaminants and the media which are known to have been affected. Data summary tables should be included as an attachment, with laboratory reports referenced and included.

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	☐	☐	☐
Chlorinated Solvents	☐	☒	☒
Other VOCs	☐	☐	☐
SVOCs	☒	☐	☐
Metals	☐	☐	☐
Pesticides	☐	☐	☐
PCBs	☐	☐	☐
PFAS	☐	☐	☐
1,4-dioxane	☐	☐	☐
Other – indicated below	☐	☐	☐

*Please describe other known contaminants and the media affected:

- For each impacted medium above, include a site drawing indicating:

- Sample location
- Date of sampling event
- Key contaminants and concentration detected
- For soil, highlight exceedances of reasonably anticipated use
- For groundwater, highlight exceedances of 6 NYCRR part 703.5
- For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application?

☒ YES

☐ NO

- Indicate Past Land Uses (check all that apply):

☐ Coal Gas Manufacturing	☐ Manufacturing	☐ Agricultural Co-Op	☒ Dry Cleaner
☐ Salvage Yard	☐ Bulk Plant	☐ Pipeline	☐ Service Station
☐ Landfill	☐ Tannery	☐ Electroplating	☐ Unknown

Other: Former on-site dry cleaner (1958 to circa 1978) and "paint and oils" store (identified in 1929)

SECTION VII: Requestor Information					
NAME RUPCO, Inc.					
ADDRESS 289 Fair Street					
CITY/TOWN Kingston		STATE NY	ZIP CODE 12401		
PHONE 845-331-2140		EMAIL Inorton@rupco.org			
				Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?				☒	☐
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS 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 with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?				☒	☐
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A				☒	☐
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.				☒	☐

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Lorne Norton			
ADDRESS 289 Fair Street			
CITY Kingston		STATE NY	ZIP CODE 12401
PHONE 845-331-2140		EMAIL Inorton@rupco.org	
REQUESTOR'S CONSULTANT (CONTACT NAME) Richard Hooker			
COMPANY Gallagher Bassett Technical Services			
ADDRESS 22 IBM Road			
CITY Poughkeepsie		STATE NY	ZIP CODE 12601
PHONE 845-867-4715		EMAIL richard_hooker@gbtpa.com	
REQUESTOR'S ATTORNEY (CONTACT NAME) Gregory Allen			
COMPANY Allen & Desnoyers LLP			
ADDRESS 120 Defreest Drive			
CITY Troy		STATE NY	ZIP CODE 12180
PHONE 518-426-2288		EMAIL greg@allendesnoyers.com	

SECTION IX: Program Fee

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver with supporting documentation.

	Y	N
1. Is the requestor applying for a fee waiver?	☒	☐
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application?	N/A ☐	☒

SECTION X: Requestor Eligibility

If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	☐	☒
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	☐	☒
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? 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 ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	☐	☒
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	☐	☒
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?	☐	☒
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involved 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?	☐	☒
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	☐	☒
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?	☐	☒
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?	☐	☒
11. Are there any unregistered bulk storage tanks on-site which require registration?	☐	☒

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are 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 hazardous waste or discharge of petroleum, 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 hazardous waste or discharge of petroleum.

☐**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 selecting this option, 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; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.

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.

13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?

☒ Yes

☐ No

☐ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐ Previous Owner ☐ Current Owner ☒ Potential/Future Purchaser ☐ Other: _____

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** 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 environmental easement on the site.

Is this proof attached?

☒ Yes

☐ No

☐ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION XI: Property Eligibility Information

	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	☐	☒
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	☐	☒
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	☐	☒
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. N/A ☒	☐	☐
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	☐	☒
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	☐	☒

SECTION XII: Site Contact List

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.
- For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: _____

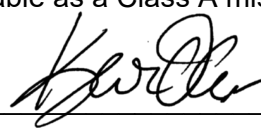
Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am **CEO** (title) of **RUPCO, Inc.** (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: **6/26/2025**

Signature:  _____

Print Name: **Kevin O'Connor**

**PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR
DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.**

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 16.1

Please respond to the questions below and provide additional information and/or documentation as required. Please refer to the application instructions.	Y	N
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	☐	☐
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	☐	☐
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?	☐	☐
4. Is the property upside down or underutilized as defined below?		
Upside down	☐	☐
Underutilized	☐	☐

From ECL 27-1405(31):

“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.

From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application):

375-3.2:

- (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and
- (1) the proposed use is at least 75 percent for industrial uses; or
- (2) at which:
- (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;
 - (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and
 - (iii) one or more of the following conditions exists, as certified by the applicant:
 - (a) property tax payments have been in arrears for at least five years immediately prior to the application;
 - (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or
 - (c) there are no structures.

“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

Check appropriate box below:

- ☐ Project is an Affordable Housing Project – regulatory agreement attached
- ☐ Project is planned as Affordable Housing, but agreement is not yet available
- ☐ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

- (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.
- (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’ household’s annual gross income.
- (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 homeowners at a defined maximum percentage of the area median income.
- (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.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

☐ Yes – planned renewable energy facility site with documentation

☐ Pending – planned renewable energy facility awaiting documentation

*Selecting this option will result in a “pending” status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☐ No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site” shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) “renewable energy systems” means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

☐ Yes - *Selecting this option will result in a “pending” status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☐ No

From ECL 75-0111 as of April 9, 2022:

(5) “Disadvantaged communities” means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.



TECHNICAL SERVICES

NYSDEC Brownfields Cleanup Program (BCP)

ATTACHMENTS TO THE BCP APPLICATION FORM

Strong Building Site

**430 Broadway
Village of Monticello
Sullivan County, New York**

BCP ID: C353019

November 2025

GBTS Project: 22003-0030

22 IBM Road – Suite 101
Poughkeepsie, NY 12601
O: 845-452-1658
www.gallagherbassett.com

List of Attachments

A – Supplemental Information

B – Exhibits

- Figure 1: Site Location Map
- Figure 2: Site Map
- Figure 3: Zoning and Land Use Map
- Figure 4: Topographic Map
- Figure 5: FEMA Flood Map
- Figure 6: NYS Wetlands Map
- Figure 7: Federal Wetlands Map
- Figure 8: Soil Above RRU SCOs
- Figure 9: Groundwater Contamination
- Figure 10: Detections in Soil Vapor
- Figure 11: Tax Map
- Figure 12: Property Ownership Map
- Figure 13: Disadvantaged Communities Map
- Figure 14: Site Development Plans

C – Supplemental Records

- Metes and Bounds Description of BCP Site
- NYS Division of Corporations – Entity Information
- Site Access Agreement
- Document Repository Information
- Documentation in Support of Application Fee Waiver

D – Previous Environmental Reports (provided on CD)

1. *Phase I Environmental Site Assessment Report, Tectonic Engineering & Surveying Consultants P.C., July 2018*
2. *Phase II Environmental Site Assessment, Tectonic Engineering & Surveying Consultants P.C., October 2021*
3. *Summary Report of Subsurface Investigation, Gallagher Bassett Technical Services, December 2024*

Attachment A – Supplemental Information

SECTION I: PROPERTY INFORMATION

Property Description Narrative

Location

The proposed BCP site (“Site”) is a 0.4-acre property located at 430 Broadway (Village of Monticello tax ID: Section 112, Block 9, Lot 14.1), located on the northern side of Broadway and the eastern side of Landfield Avenue (Figure 1–Site Location Map, Figure 2–Site Map, and Figure 11–Tax Map). A metes and bounds description of the proposed BCP Site is provided in Attachment C.

Site Features

The Site is occupied by a vacant three-story building (approximately footprint of 5,500 square feet) with a full basement, originally constructed in the early 1900s and currently in poor condition. The first floor is divided into two storefronts. The front of the property contains a sidewalk area and the rear is a paved parking lot. Previous investigations have not identified any unique features, such as process equipment, relevant storage tanks, etc., at the Site. The surrounding area is a well-developed village setting, primarily containing residential and commercial uses.

Current Zoning/Land Use and Special Designations

The Site is zoned B-2 District Core Business, that allows residential development (Figure 3–Zoning and Land Use Map) and is in a designated “disadvantaged community” (Figure 13–Disadvantaged Communities Map).

Past Uses of the Site

Commercial Site uses occurred as early as 1887 (the current structure dates prior to 1911) and street-level storefronts contained various small commercial uses, including paint sales (as early as 1929) and “Cleansville Laundry and Dry Cleaning (1958 to circa 1978). The building has been vacant since at least 2020. Known Site contamination by chlorinated solvents (groundwater and soil vapor) is likely due to the former dry cleaner while the source of documented impacts to soil from semi-volatile organic compounds is unknown but may be related to general Site uses and/or fill materials.

Site Geology and Hydrogeology

State and federal mapping data indicate that on-Site soils are likely to be generally comprised of Lackawanna channery loam, 3 to 8 percent slopes, a loamy till derived from sedimentary rock, which is described as well drained. Bedrock is mapped as Upper Walton Formation, consisting of cross-bedded sandstones, shales, and quartz conglomerates. Site-specific subsurface investigations have documented variable texture sands with silt and gravel to approximately 7 to 14 feet below grade (depth of boring refusal). Potential non-carbonate sedimentary bedrock was encountered starting at approximately 10 feet below grade at several locations (evaluation based on spoils from air-rotary drilling during well installation). Groundwater was encountered in three on-Site monitoring wells from approximately 9 to 13 feet below the surface, and direction of groundwater flow at the property was determined to be westerly (local groundwater flow, based on overall topography, is expected to be southerly). There are no waterbodies or wetlands on or near the Site (see Figure 4–Topography, Figure 5–FEMA Map, Figure 6–NYS Wetlands Map, and Figure 7–Federal Wetlands Map).

Environmental Assessment

Previous Site inspections identified three aboveground storage tank (ASTs) in the building basement; based on available information these are likely 275-gallon non-regulated fuel oil tanks. No overt field evidence of petroleum contamination has been identified in the basement and no evidence of potential underground storage tanks (USTs) was observed. There are no known NYSDEC spill events reported for the Site.

Based upon subsurface investigations conducted to date, the primary contaminants of concern for the Site include polycyclic aromatic hydrocarbons (PAHs) in soil, and high levels of chlorinated volatile organic compounds (CVOCs) in groundwater and vapor (tetrachloroethylene [PCE], trichloroethylene [TCE], and their related breakdown products). Contaminated Site media presents an exposure hazard and will result in additional costs during Site development.

Soil: Soil at the rear parking lot (sampling to 7 feet below ground surface [bgs]) contained multiple PAHs at levels exceeding NYSDEC Part 375 Soil Cleanup Objectives for Restricted-Residential Use (RRU SCO); the source of the PAH contamination is unknown.

Groundwater: CVOCs were detected significantly above NYSDEC Ambient Water Quality Standards (AWQS) in groundwater collected from a well in the western adjoining sidewalk (downgradient location), including PCE (798 ppb; AWQS 5 ppb), TCE (250 ppb; AWQS 5 ppb), cis-1,2-dichloroethylene (cis-DCE, 180 ppb; AWQS 5 ppb), and vinyl chloride (VC, 7.22 ppb; AWQS 2 ppb). P-isopropyltoluene was also elevated (5.38 ppb; AWQS 5 ppb). Cross-gradient wells at the northern on-Site parking lot and immediately off-Site to the south contained low levels of CVOCs and/or petroleum products.

Soil vapor: Sampling conducted at the western portion of the on-Site building (location of former drycleaner) documented high levels of CVOCS including PCE (9,300 $\mu\text{g}/\text{m}^3$) and TCE (1,300 $\mu\text{g}/\text{m}^3$). Low levels of other CVOCS and petroleum products were reported. CVOCS are well above criteria identified in NYSDOH Decision Matrices for evaluating potential soil vapor intrusion.

SECTION II: PROJECT DESCRIPTION

Purpose and Scope of the Project

The Requestor is seeking the acceptance of the proposed Site into the New York State Brownfield Cleanup Program (BCP). The purpose of the project is Site remediation to facilitate construction (see Figure 14–Site Development Plans). The property will be redeveloped through demolition and remodeling of the building interior (exterior walls and the foundation will remain in place).

Contamination at the Site exceeds RRU SCOs for soil and AWQS for groundwater, and soil vapor contamination is significantly elevated; these conditions require active remediation to accommodate the proposed development, and the Site, therefore, qualifies as a Brownfield Site as defined at 6 NYCRR 375-1.2(b).

The Requestor is proposing a residential development with street-level commercial use, comprised of new construction within the existing building shell. The tax credits available under the Brownfield Cleanup Program will make the project more economically feasible and result in substantial public benefits such as construction jobs and full-time employees as well as facilitate the redevelopment of the area.

Green and Sustainable Remediation

NYSDEC DER-31 Green Remediation requires that Green and Sustainable Remediation (GSR) concepts and techniques be considered and/or implemented during all stages of the remedial program, with the goal of improving the sustainability of the cleanup and summarizing the net environmental benefit of any implemented green technology.

The following general goals, consistent with DER-31, are applicable at all stages of the BCP process (environmental investigation and remediation, and Site management as required):

- Reduce total energy use and increase the percentage of energy from renewable resources;
- Reduce air pollutants and greenhouse gas (GHG) emissions;
- Reduce water use and preserve water quality;
- Conserve material resources and reduce waste; and,
- Protect land and ecosystem services.

In support of these goals, best management practices will be implemented to minimize the environmental footprint of the investigation and remediation activities (to the extent feasible), including:

- Schedule fieldwork activities to minimize mobilization of equipment, personnel, and supplies;
- Plan fieldwork to efficiently manage use of equipment utilizing fuel/generating exhaust and water for decontamination activities, and minimize travel distances by using local contractors;
- Minimize waste generation through efficient material use, and re-use or recycling (as possible) of materials that could be considered wastes (e.g., use of drilling spoils for on-Site backfill); and,
- Conduct fieldwork such that soil compaction, soil erosion, and surface runoff are limited.

GSR practices implemented at the Site will be documented in the Remedial Investigation Report (RIR) and the Final Engineering Report (FER), and in any required Periodic Review Report (PRR). GSR reporting will include a breakdown and summary of quantitative information (e.g., materials use, waste generation, etc.) obtained using an approved environmental footprint analysis calculator, such as the USEPA's SEFA (Spreadsheets for Environmental Footprint Analysis) or SiteWise™ from the Sustainable Remediation Forum (SURF).

If a Site management program is implemented, a Climate Screening Checklist will be completed to identify potential climate-change impacts on the project Site and the engineering controls; if the Climate Screening identifies potential impacts then a Climate Vulnerability Assessment will be performed, including an evaluation of measures to minimize the impact of potential identified vulnerabilities.

Anticipated Project Schedule

Anticipated Date	Item/Task
November 2025	Submit BCP application; NYSDEC determination of completeness
February 2025	BCA issued and executed; Submission of RIWP
May – July 2026	Completion of investigation, Submission of RIR
August 2026	Submission of RAWP
September 2026	NYSHCR funding: BCP milestones completed other than Decision Document
January 2027	Approval of RAWP; Issuance of Decision Document
March 2027	NYSHCR funding: Construction Closing
April – June 2026	Remediation
August 2027	Submission of Final Engineering Report and Site Management Plan
December 2027	Certificate of Completion

SECTION III: ECOLOGICAL CONCERNS

The Site is a developed commercial parcel in a well-developed village setting, with no surface waterbodies or natural areas located in close proximity; as such, contamination conditions at the Site are not currently considered likely to be affecting ecological resources. Following the implementation of the Remedial Investigation Work Plan and review of all validated data, a determination will be made in accordance with NYSDEC DER-10 (including the Fish and Wildlife Resources Impact Analysis Decision Key) if a formal qualitative fish and wildlife resource exposure assessment (identification of impacts to fish and wildlife resources from Site contaminants of ecological concern) will be completed.

SECTION IV: LAND USE FACTORS

Zoning and Current Use

The current zoning designation is B-2 Core Business. The Site currently contains an unoccupied three-story structure (vacant since at least 2020) and paved parking lot.

Anticipated Use

Development plans for the Project Site include residential development (affordable, mixed-income housing) with street-level commercial use, with extensive interior remodeling of the existing building.

Compliance with Zoning Laws, Recent Development, and Community Master Plans

The B-2 zoning district allows for the planned mixed residential/commercial use. Site Plan approval is expected by December 2025. The planned development is in accordance with the Town of Thompson Comprehensive Plan, NYEDC Mid-Hudson Regional Economic Development Council's Strategic Plan, and the Joint Town of Thompson/Village of Monticello Grow the Gateways Strategic Plan.

SECTION V: CURRENT AND HISTORICAL PROPERTY OWNER AND OPERATOR INFORMATION

Current and Past Property Owners

Information regarding current and past property owners is presented below. Unless explicitly stated, contact information for owners/operators (last known address, telephone, email, etc.) is not known/readily available. Neither the current owner nor any identified historical owners have a relationship with the Requestor. Date of ownership is from Sullivan County parcel records (<https://secure.sullivanny.us/IMO/index.aspx>). Entity information, as available, is from New York Department of State (DOS), Corporation and Business Entity Database.

Date of Ownership	Owner	Notes
10/29/2020	SULLIVAN COUNTY LAND BANK CORPORATION NYS DOS ID: 5081536 NYS DOS filing: 2017-02-07 Certificate of Incorporation file ID: 170207000619 100 North Street, Monticello, NY 12701 845-807-0541 info@sullivancountylandbank.org Jill Weyer 845-794-2500 Ext. 304 jweyer@townofthompson.com	Current Owner
4/10/2009	Strong NY Development LLC NYS DOS ID: 3796886 NYS DOS filing: 2009-04-09 Certificate of Incorporation file ID: 090409000492 430-32 Broadway, Monticello, NY 12701 Contact: Scott Vrancich	
2/27/2004	Vrancich, Mark and Scott 173 Winston Drive, Monticello, NY 12701	
12/4/1998	Romano, Michelangelo and Francesca 2271 78th Street, Brooklyn, NY 11214	
9/16/1994	Fusco, Generoso and Concetta 23 Miller Avenue, Mahopac, NY 10541	
7/30/1992	D'Abbraccio, Michael and Kerri L. Starlight Drive, Monticello, NY 12701 Dill Road, Forestburgh, NY 12777	
8/9/1991	D'Abbraccio, Angelo Dill Road, Forestburgh, NY 12777	
1/6/1989	Ninety-Seven Holding Corp. 248 Broadway, Monticello, NY 12701	
8/21/1986	D'Abbraccio, Angelo & Michael 248 Broadway, Monticello, NY 12701	
5/8/1981	Benincasa, Dominic 475 West Broadway, Monticello, NY 12701	
6/6/1939	A.P. Fleischer	

Other than as above, no other reasonably ascertainable contact information is available to Requestor.

Operator Data

Available operator data, based on previous reports, is provided below. Requestor has no known relationship to former operators. [Note: Operator contact information, as available, is listed in ownership table, above.]

Operator	Date of Operations and related information
Sullivan County Land Bank NYS DOS ID: 5081536 NYS DOS filing: 2017-02-07 Certificate of Incorporation file ID: 170207000619 100 North Street, Monticello, NY 12701 845-807-0541 info@sullivancountylandbank.org	2020 – present Property unoccupied/facilities abandoned
Fusco's Pizza de Napoli Corp. NYS DOS ID: 1848659 NYS DOS filing: 1994-08-30 Certificate of Incorporation file ID: 940830000541 P.O. BOX 68, Monticello, NY 12701	1994 – 2004
A & M Napoli Pizza Corp. NYS DOS ID: 829282 NYS DOS filing: 1983-03-18 Certificate of Incorporation file ID: A961539-4 Contact: Kerri D'Abbraccio 248 Broadway, Monticello, NY 12701	1983 – 1996
Leo Glass, Esq. 248 Broadway, Monticello, NY 12701	1970s
Al Cohen's Sport Shop 246 Broadway, Monticello, NY 12701 845-794-5444	1966 – 1993
Oppenheim & Oppenheim 248 Broadway, Monticello, NY 12701	1960s Law office
Cleonsville Laundry and Dry Cleaning 248 Broadway, Monticello, NY 12701 845-794-8531	1958 – ~1978
Jack Weber's Insurance Agency 246 Broadway, Monticello, NY 12701	1940s
A.P. Fleischer 248 Broadway, Monticello, NY 12701	1936 – unknown Appliance store
Isidor Cohen General Merchandise 248 Broadway, Monticello, NY 12701	1920s
The Monticello Fur Shop 248 Broadway, Monticello, NY 12701	1920s
E.J. Mulcare, D.C. Chiropractor 246 Broadway, Monticello, NY 12701	1920s
M. Zeiser/Zieser's Store 248 Broadway, Monticello, NY 12701	1906 – Late 1930s Dress/clothing shop
Strong & Co.	Unknown (late 1800s/early 1900s) Book and stationery store

No other operator history is available for review. Any additional information regarding historical operations at the Site is provided in previous reports (Attachment D).

SECTION VI: PROPERTY'S ENVIRONMENTAL HISTORY

The following environmental reports documenting Site history, and known and/or suspect contamination of Site media above applicable Standards, Criteria and/or Guidance (SCG), are submitted with this application as separate PDF files (Attachment D):

- *Phase I Environmental Site Assessment Report* (Phase I ESA), Tectonic Engineering & Surveying Consultants P.C. (Tectonic), July 2018
- *Phase II Environmental Site Assessment* (Phase II ESA), Tectonic, October 2021
- *Summary Report of Subsurface Investigation* (SRSI), Gallagher Bassett Technical Services, December 2024

The Phase I ESA provided the following conclusions:

“Per historical Sanborn Maps, the Subject Property has been utilized as a dry cleaning facility and a battery service facility was located within close proximity of the Subject Property. Additionally, there have been multiple documented tank failures, petroleum product releases and spills, and a historic automotive repair facility located within close proximity of the Subject Property. As such, the potential for subsurface contamination to have either originated or migrated onto the Subject Property exists, impacting subsurface soils, groundwater, and soil vapor. Due to the unknown date of connection to municipal utilities, there is potentially a septic tank at the property which may have leaked discharges (i.e. phenols, metals, etc.) from structure that was constructed since 1910 and impacted soils, groundwater and soil vapor.” [Note: drycleaner identified on a 1964 Sanborn Map.]

The Phase II ESA documented laboratory analysis of soil from exterior areas; significant contamination was limited to elevated levels of PAHs in the rear parking lot (soil from 0 to 7 feet bgs). No groundwater was encountered above bedrock, which was estimated at 7 to 14 feet bgs.

The SRSI documented installation of three wells to approximately 22 feet bgs (northern on-Site parking lot, and off-Site at the western sidewalk immediately adjoining the building and near the southern sidewalk) and two soil vapor probes in the basement of the former western storefront (location of historical drycleaner). Elevated photoionization detector readings (49 ppm) were found at the western well, and all wells had slight petroleum odors. CVOs (PCE, TCE, and breakdown products) were detected significantly above NYSDECAWQS in groundwater collected from the western well, and in soil vapor samples.

Narrative Description of Documented Site Contamination

The following contamination conditions have been documented at the Site:

Soil is contaminated with PAHs above NYSDEC Remedial Program RRU SCOs (Figure 8), groundwater in a downgradient well immediately adjoining the former drycleaner is contaminated with PCE, TCE, cis-DCE, and VC well above AWQS (Figure 9), likely indicating a significant on-Site source area/historical release, and on-Site sub-slab soil contains high levels of PCE and TCE (Figure 10), consistent with documented groundwater contamination.

Tabular Summary of Site Contamination

Table: Soil Contamination Greater Than Restricted-Residential Use SCOs

Analytes > RRU SCOs	Detections > RRU SCOs	Maximum Detection (ppm)	RRU SCO (ppm)	Depth (ft bgs)
benzo(a)anthracene	1	5.54	1	0 - 7
benzo(b)fluoranthene	1	4.36	1	0 - 7
benzo(k)fluoranthene	1	4.13	3.9	0 - 7
chrysene	1	5.37	3.9	0 - 7
dibenzo(a,h)anthracene	1	2.76	0.33	0 - 7
indeno(1,2,3-cd)pyrene	2	3.18	0.5	0 - 7

Table: Groundwater Contamination Greater Than AWQS

Analytes > AWQS	Detections > AWQSs	Maximum Detection (ppm)	AWQS (ppb)
PCE	1	798	5
TCE	1	250	5
cis-DCE	1	180	5
VC	1	7.22	2
p-isopropyltoluene	1	5.38	5

Table: Vapor Contamination

Analytes (includes all CVOCs)	Total Detections	Maximum Detection (µg/m³)	Type
PCE	2	9,300	sub-slab
TCE	2	1,300	sub-slab
cis-DCE	2	90	sub-slab
trans-DCE	1	13	sub-slab
bromodichloromethane	1	5.2	sub-slab
chloroform	2	27	sub-slab

SECTION VII: REQUESTOR INFORMATION

Contact information and the names of members/owners of the Applicants are set forth below:

Entity Name/Applicant	Members/Owners	Contact Information
RUPCO, Inc.	RUPCO, Inc.	Lorne Norton RUPCO, Inc. 289 Fair Street Kingston, NY 12401 (845) 331-2140 x 263 LNorton@rupco.org

The New York State Department of State's Corporation and Business Entity Database information for the requestor is included in Attachment C.

SECTION IX – PROGRAM FEE

The Requestor is seeking a waiver of the Brownfield Cleanup Program Fee pursuant to ECL 27-1409(13). A letter providing justification for this request is provided in Attachment C, Supplemental Records.

SECTION X – REQUESTOR ELIGIBILITY

Volunteer Statement

Requestor seeks to enter into the Brownfield Cleanup Program as a Volunteer. Under ECL § 27-1405(1)(b) and 6 NYCRR §375-3.2(c)(2), a Volunteer is defined as an applicant other than a participant, including without limitation a person whose liability arises solely as a result of such person's ownership or operation of or involvement with the site subsequent to the disposal or discharge of contaminants, provided however, such person exercises appropriate care with respect to contamination found at the facility by taking reasonable steps to:

- i. Stop any continuing release;
- ii. Prevent any threatened future release; and,
- iii. Prevent or limit human, environmental, or natural resource exposure to any previously released contamination.

The Requestor qualifies as volunteer because (i) it performed a review of available Phase I Environmental Site Assessments that satisfied the "all appropriate inquiries" requirements of 40 CFR 312 prior to taking title, and other customary and prudent due diligence measures; (ii) all disposals of hazardous substances occurred prior to the date the Requestor will have acquired, title; and (iii) the Requestor does not have any affiliation with any responsible party. The Requestor's liability would arise solely as a result of its ownership or involvement with the redevelopment of the Site subsequent to the disposal of hazardous substances and contaminants. As such, the Requestor qualifies as a Volunteer as defined in ECL 27-1405(1)(b).

Proof of Site Access

The Site is owned by Sullivan County Land Bank Corporation, which has provided an Access Agreement (Attachment C) demonstrating that the Requestor will have access to the property before signing the BCA and throughout the BCP project, and that the Requestor has the ability to place an environmental easement on the Site if the Requestor is not the owner at the time remediation is complete and a Track 1 cleanup has not been achieved.

SECTION XII: SITE CONTACT LIST

Local Officials

Mayor, Village of Monticello – Rochelle Massey

2 Pleasant Street, Monticello, NY 12701
 845-794-6130
 MRMassey@villageofmonticello.com

Village of Monticello Manager– James Snowden

2 Pleasant Street, Monticello, NY 12701
 845-794-6130 Ext.307
 JSnow@villageofmonticello.com

Town of Thompson Supervisor – William J. Rieber Jr.

4052 NY Route 42, Monticello, NY 12701
 845-794-2500 Ext. 306
 supervisor@townofthompson.com

Sullivan County Manager – Joshua Potosek

100 North Street, PO Box 5012, Monticello, NY 12701
 845-807-0450

NYS Assembly District 100 – Paula Elaine Kay

461 Broadway, Monticello, NY 12701
 845-794-5807
 kayp@nyassembly.gov

Clerk, Village of Monticello – Janine Gandy

2 Pleasant Street, Monticello, NY 12701
 845-794-6130 Ext. 305
 clerk@villageofmonticello.com

Building Dept./Code Enforcement, Village of Monticello

2 Pleasant Street, Monticello, NY 12701
 845-794-6130 Ext. 302
 code1@villageofmonticello.com

Town of Thompson Building, Planning and Zoning – James Carnell, Jr.

4052 NY Route 42, Monticello, NY 12701
 845-794-2500 Ext. 321
 buildings@townofthompson.com

Sullivan County Commissioner of Planning, Community Development and Environmental Management – Heather Brown

100 North Street, PO Box 5012, Monticello, NY 12701
 845-807-0527
 planning@sullivanny.gov

NYS Senate District 51 – Peter Oberacker

41 South Main Street, Oneonta, NY 13820
 518-455-3131
 oberacker@nysenate.gov

Residents, Owners, and Occupants of Property and Adjoining Properties (see Figure 10)

Address and Tax ID	Owner Name and Address	Occupant(s)/Current Use
SUBJECT PROPERTY 430 Broadway 112.-9-14.1	Sullivan County Land Bank Corporation 100 North Street Monticello, NY 12701	vacant (former storefronts and apartments, structure is abandoned)
ADJOINING PROPERTIES		
428 Broadway 112.-9-13	Koljenvic, Beko 44 Silver Lake/Scotchtown Road Middletown, NY 10940	Budd Barn (cannabis dispensary)
14 Landfield Avenue 112.-9-14.3	Village of Monticello 2 Pleasant Street, Monticello NY 12701	vacant commercial

Address and Tax ID	Owner Name and Address	Occupant(s)/Current Use
9 Landfield Avenue 111.-5-8	Neuman, Simon 36 Taylor Street, Brooklyn, NY 11249	residence/office
436 Broadway 111.-5-9	436 Broadway LLC 125 Taaffe Street, Brooklyn, NY 11205	Low Profile Barber Shop Broadway Ink Tattoo Studio apartment
Broadway 115.-6-7	Edin Properties LLC 945 Underhill Avenue #608, Bronx, NY 11205	vacant commercial
435 Broadway 115.-6-8	B & H 435 Broadway LLC 5 Lizensk Blvd. Unit 316, Monroe, NY 10950	1 st Way Life Center (health clinic) residence
433 Broadway 115.-6-9.1	Davidowitz, Israel and Esther 8 Hamburg Way, Unit 302, Monroe, NY 10950	multi-family residence office

Property information sources: Sullivan County parcel access (<https://secure.sullivanny.us/IMO/search.aspx>)

News Media

Hudson Valley Post

2 Pendell Road
Poughkeepsie, NY 12601
845-471-1500

Sullivan County Democrat

5 Lower Main Street
Callicoon, NY 12723
845-887-5200

Times Herlad-Record

90 Crystal Run Rd., Suite 310
Middletown, NY 10941
888-620-1700

Times Union

645 Albany Shaker Road,
Albany, NY 12211
518-454-5694

Public Water Supplier

Village of Monticello Water Department

Chuck Brodowsky, Superintendent
Public Water Supply ID# 5203337
2 Pleasant Street, Monticello, NY 12701
845-794-6810

Persons requesting to be placed on the contact list: None to date.

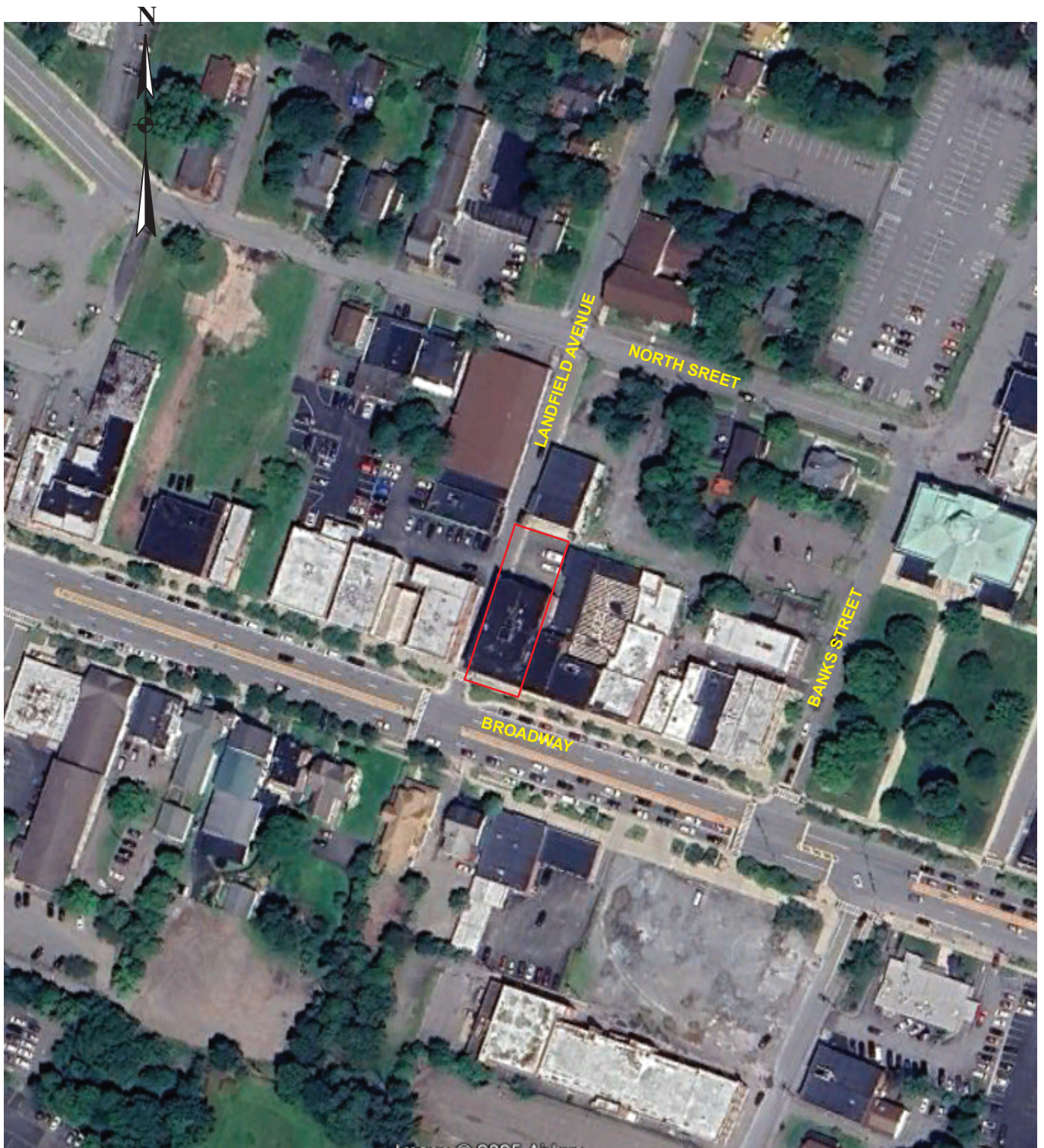
Administrator for any nearby school or day care facility: None to date.

Document Repository

Ethelbert B Crawford Public Library

Danielle DiStefano
479 Broadway, Monticello, NY 12701
Phone: 845-794-4660
Email: ddistafano@rcls.org

Attachment B – Exhibits



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

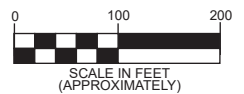


Figure 1: Site Location Map

430 Broadway
Village of Monticello
Sullivan County, New York

Legend:

— BCP Site Boundary

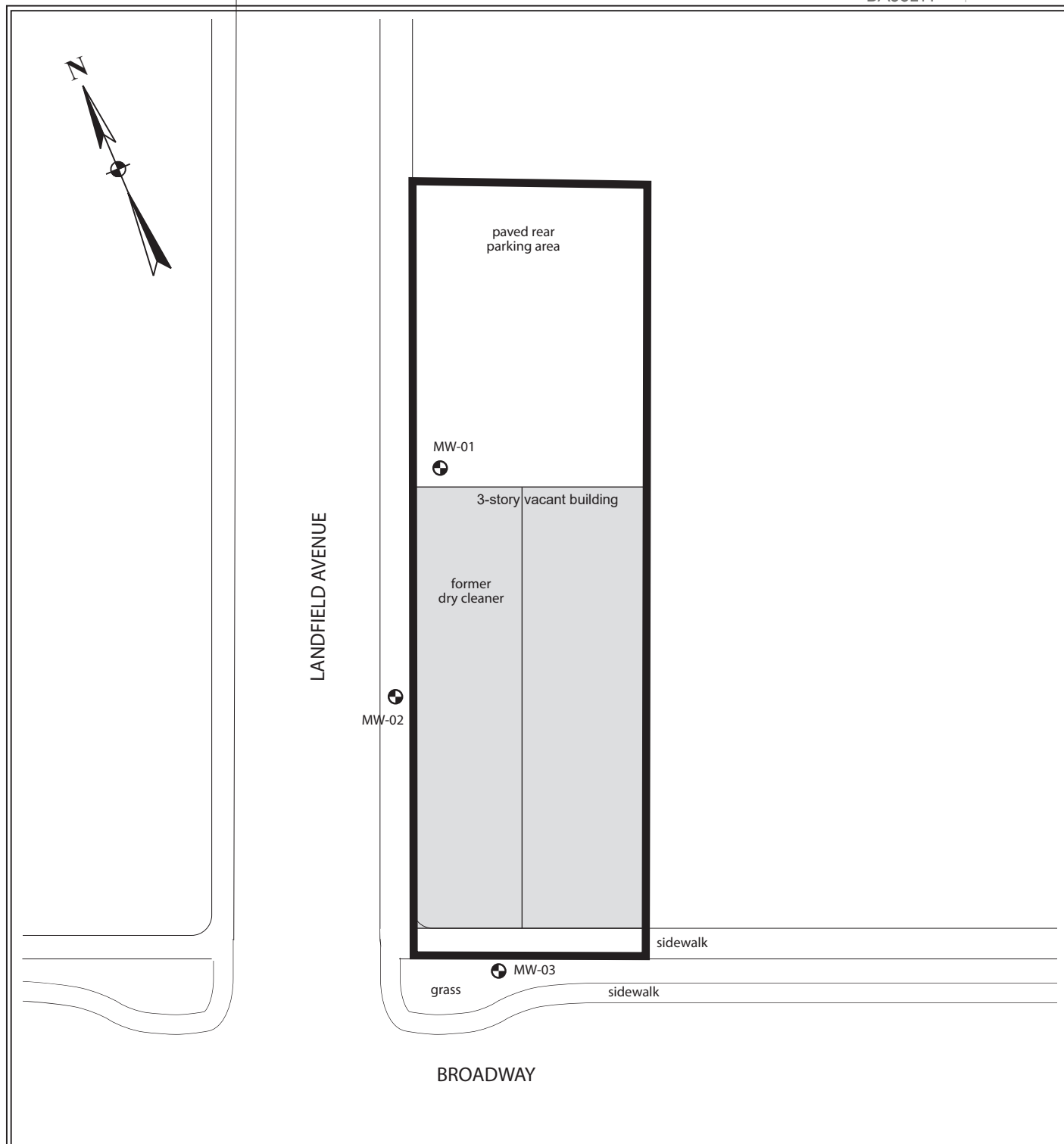
Longitude = -74° 41' 10.733" West
Latitude = 41° 39' 18.828" North

File: 22003-0030

November 2025

Scale as shown

Attachment B



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

Figure 2: Site Map

430 Broadway
Village of Monticello
Sullivan County, New York

Legend:

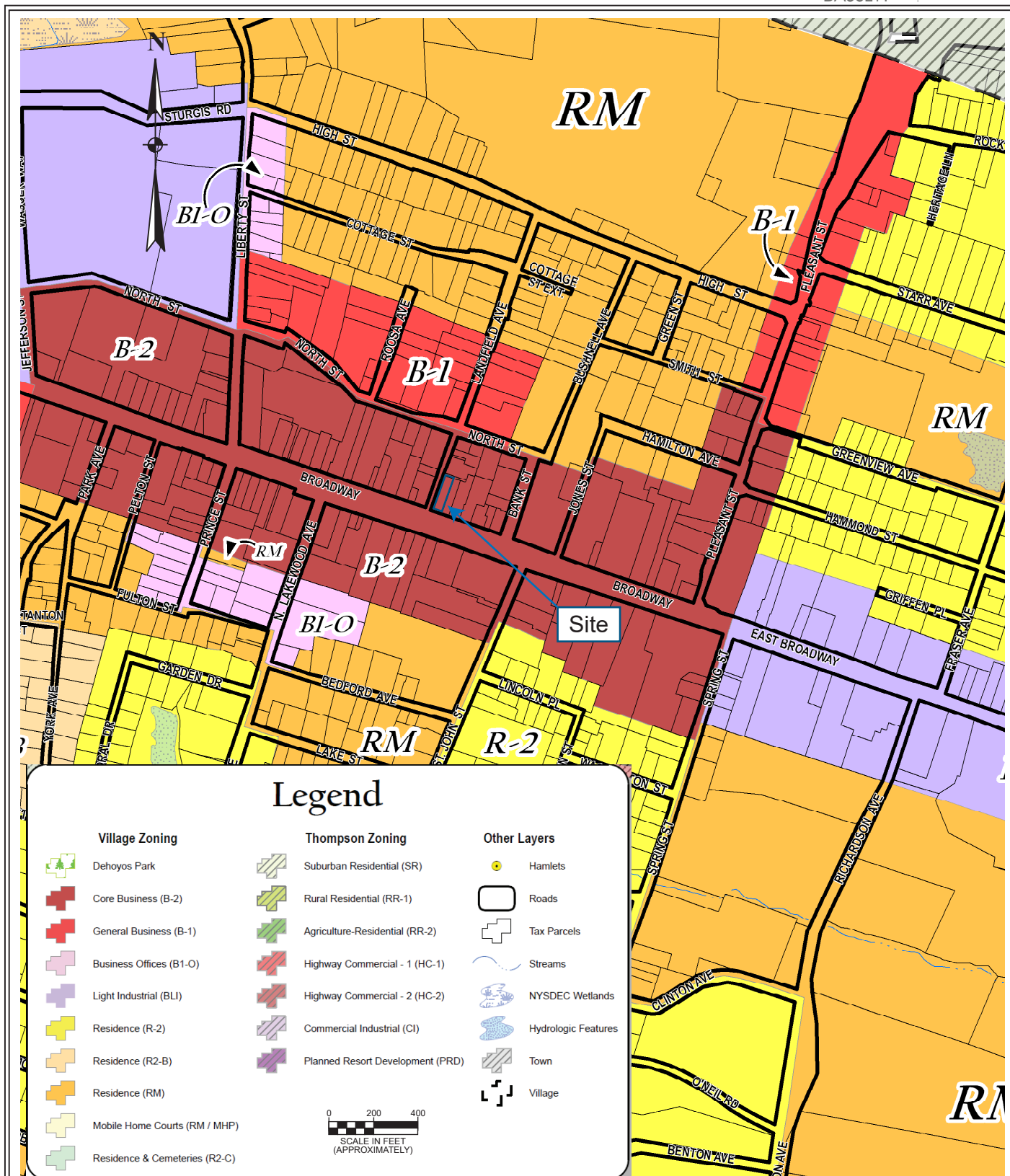
- BCP property border
- monitoring well location

File: 22003-0030

November 2025

Scale as shown

Attachment B



Base map provided by Village of Monticello Zoning Map dated 9/27/2011. All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

Figure 3: Zoning and Land Use Map

430 Broadway
Village of Monticello
Sullivan County, New York

Legend:

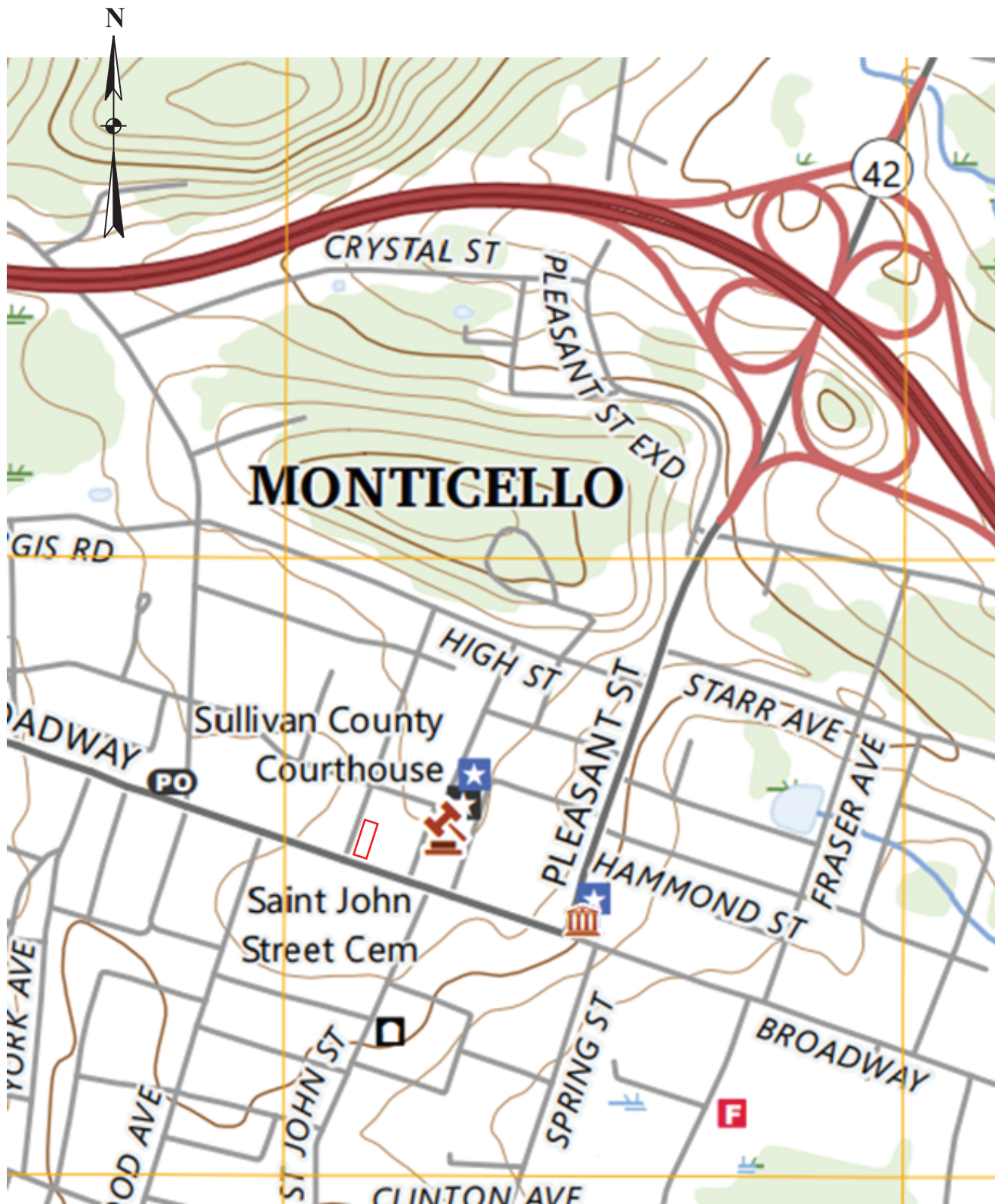
BCP Site Boundary

File: 22003-0030

November 2025

Scale as shown

Attachment B



Source: USGS Topographic Map of the Monticello, New York Quadrangle dated 2023, digital image provided by <https://ngmdb.usgs.gov/topoview>

Figure 4: Topographic Map

430 Broadway
Village of Monticello
Sullivan County, New York

Legend:

— BCP Site Boundary

File: 22003-0020

November 2025

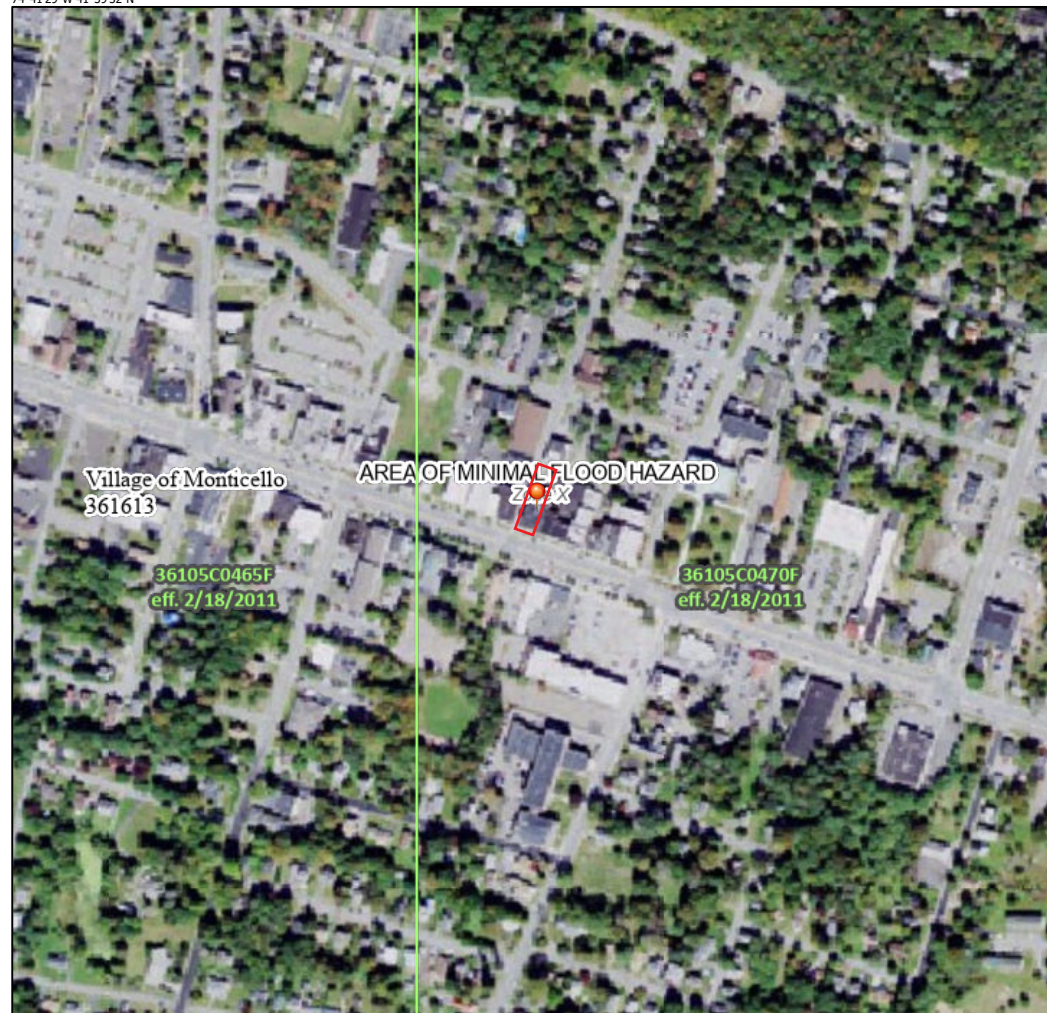
Attachment B



National Flood Hazard Layer FIRMette



74°41'29"W 41°39'32"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes, Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/4/2025 at 6:38 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Figure 5: FEMA Flood Map

430 Broadway
Village of Monticello
Sullivan County, New York

Legend:

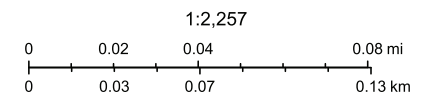
BCP Site Boundary

File: 22003-0030

November 2025

Scale as shown

Attachment B



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Figure 6: NYS Wetlands Map

430 Broadway
Village of Monticello
Sullivan County, New York

Legend:

— BCP Site Boundary

File: 22003-0030

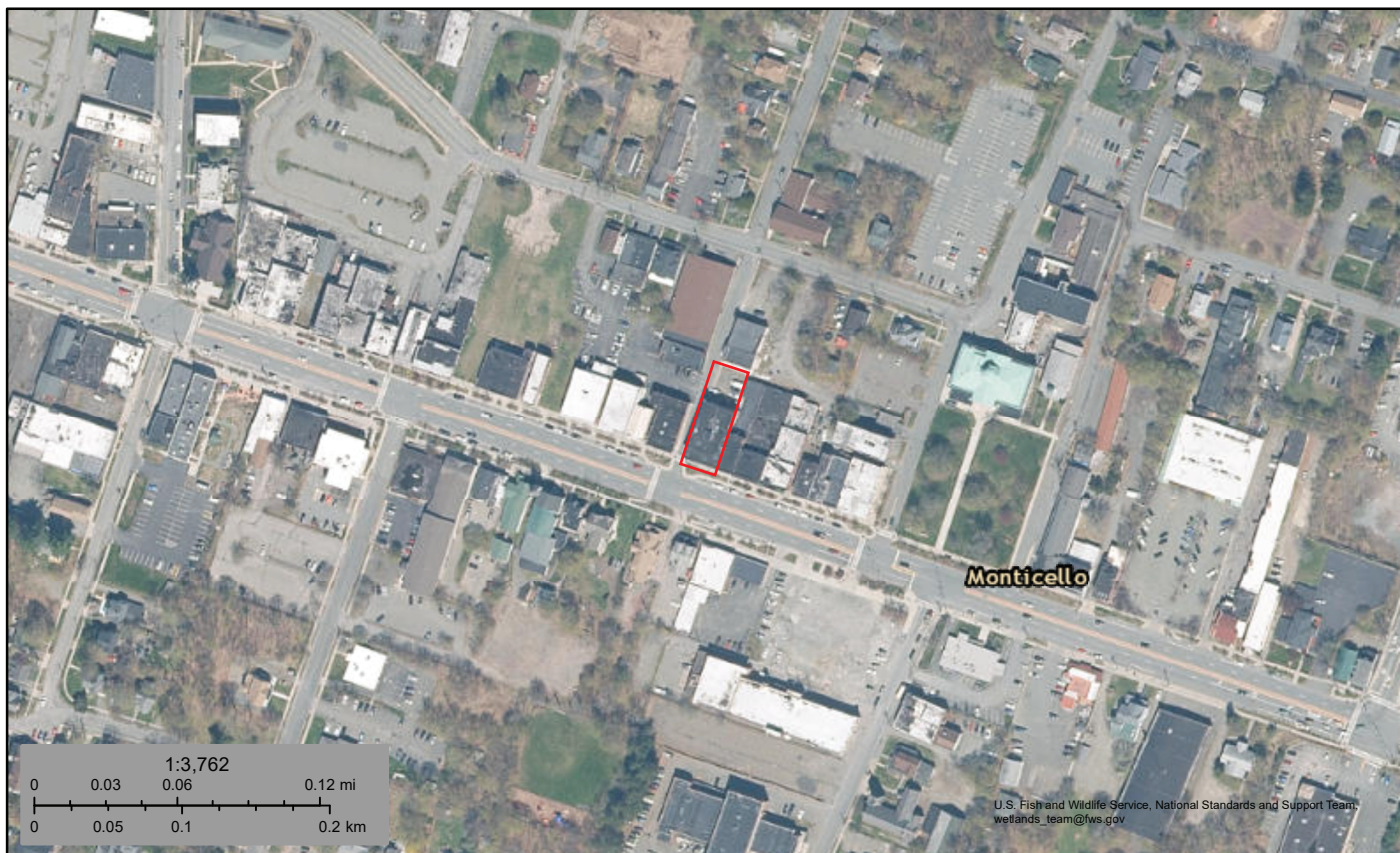
November 2025

Scale as shown

Attachment B



U.S. Fish and Wildlife Service
National Wetlands Inventory



U.S. Fish and Wildlife Service, National Standards and Support Team.
wetlands_team@fws.gov

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Wetlands

- | | | |
|--------------------------------|-----------------------------------|-------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| Freshwater Pond | Riverine | |

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Figure 7: Federal Wetlands Map

430 Broadway
Village of Monticello
Sullivan County, New York

Legend:

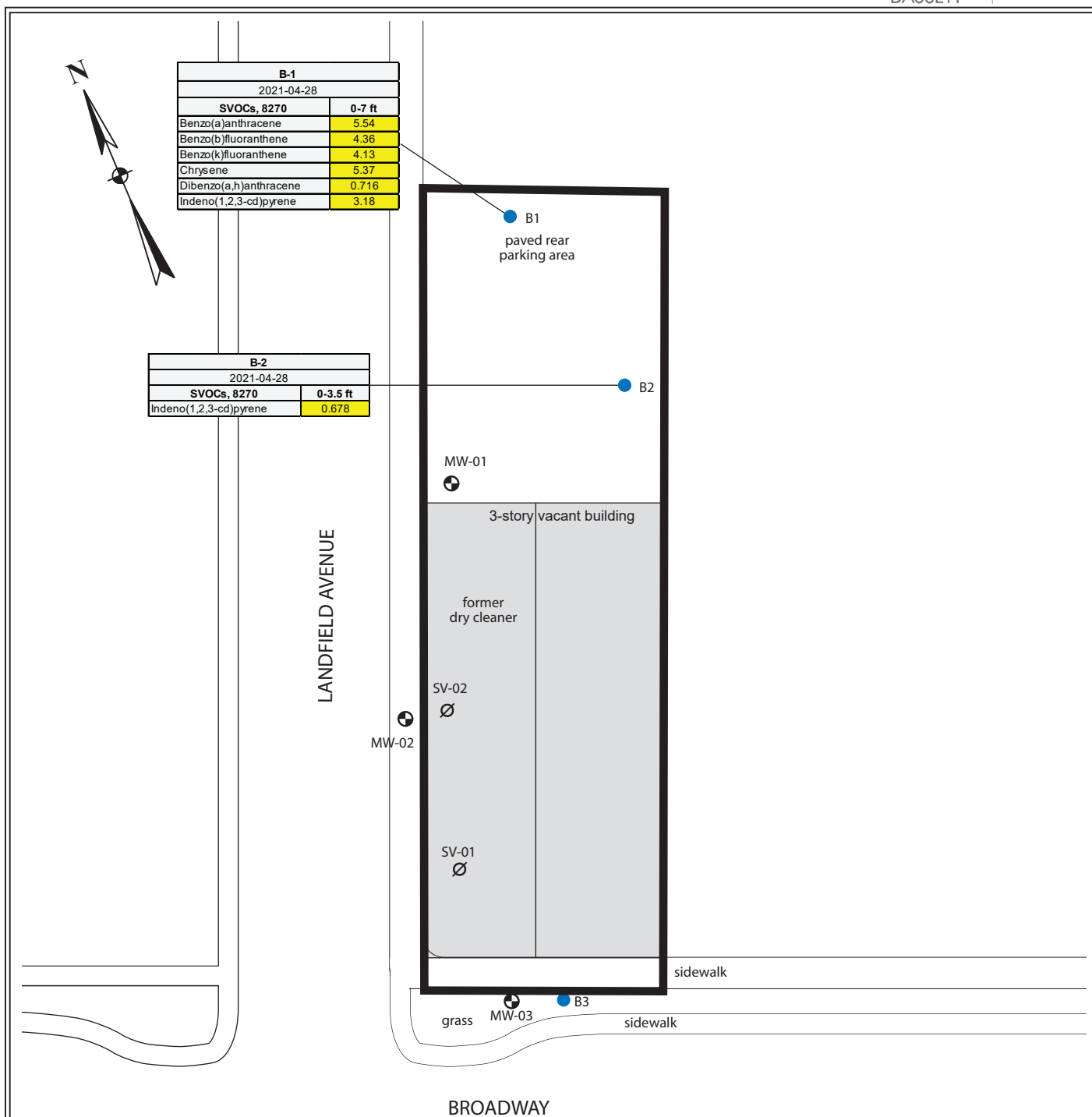
BCP Site Boundary

File: 22003-0030

November 2025

Scale as shown

Attachment B



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

Figure 8: Soil Above RRU SCOs

430 Broadway
Village of Monticello
Sullivan County, New York

Legend: BCP property border

● Tectonic boring location (2021)

∅ GBTS soil vapor location (2024)

⊕ GBTS monitoring well location (2024)

All data in mg/Kg (ppm)

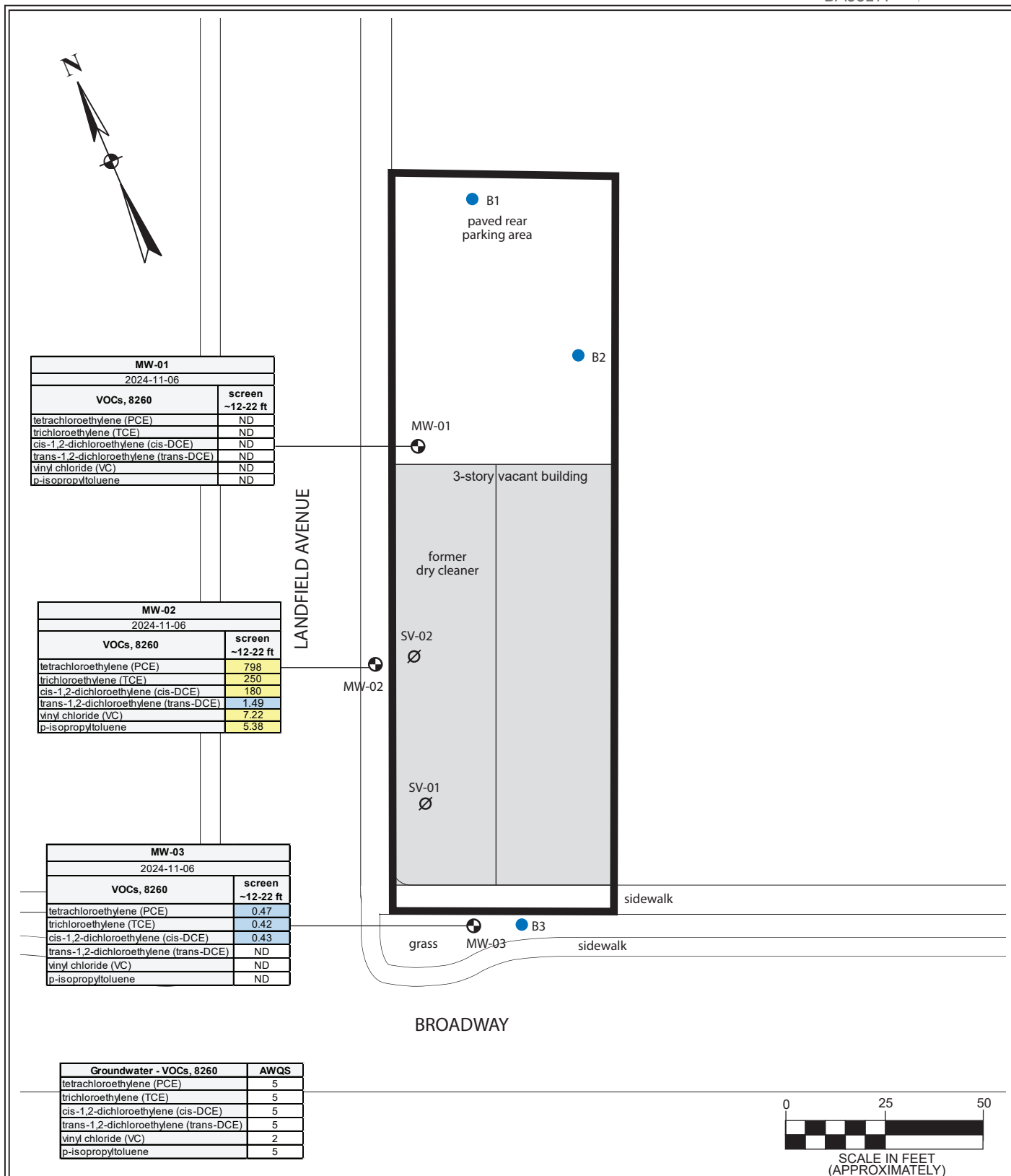
Analyte Above RRU SCO

File: 22003-0030

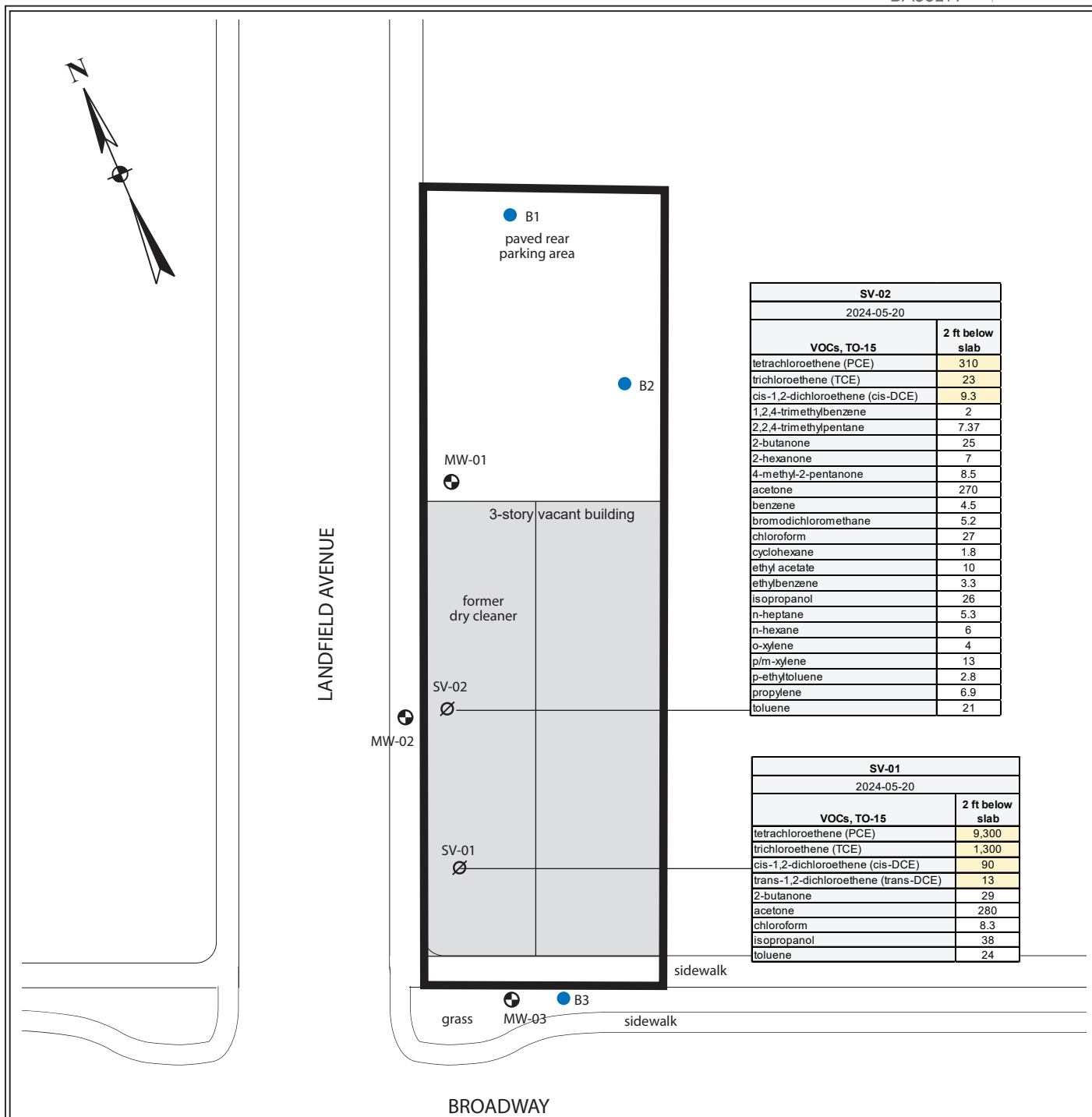
November 2025

Scale as shown

Attachment B



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

Figure 10: Detections in Soil Vapor
430 Broadway
Village of Monticello
Sullivan County, New York

Legend: BCP property border
● Tectonic boring location (2021)
∅ GBTS soil vapor location (2024)
⊕ GBTS monitoring well location (2024)

Soil Vapor data in $\mu\text{g}/\text{m}^3$
Detected PCE and breakdown products

File: 22003-0030

November 2025

Scale as shown

Attachment B



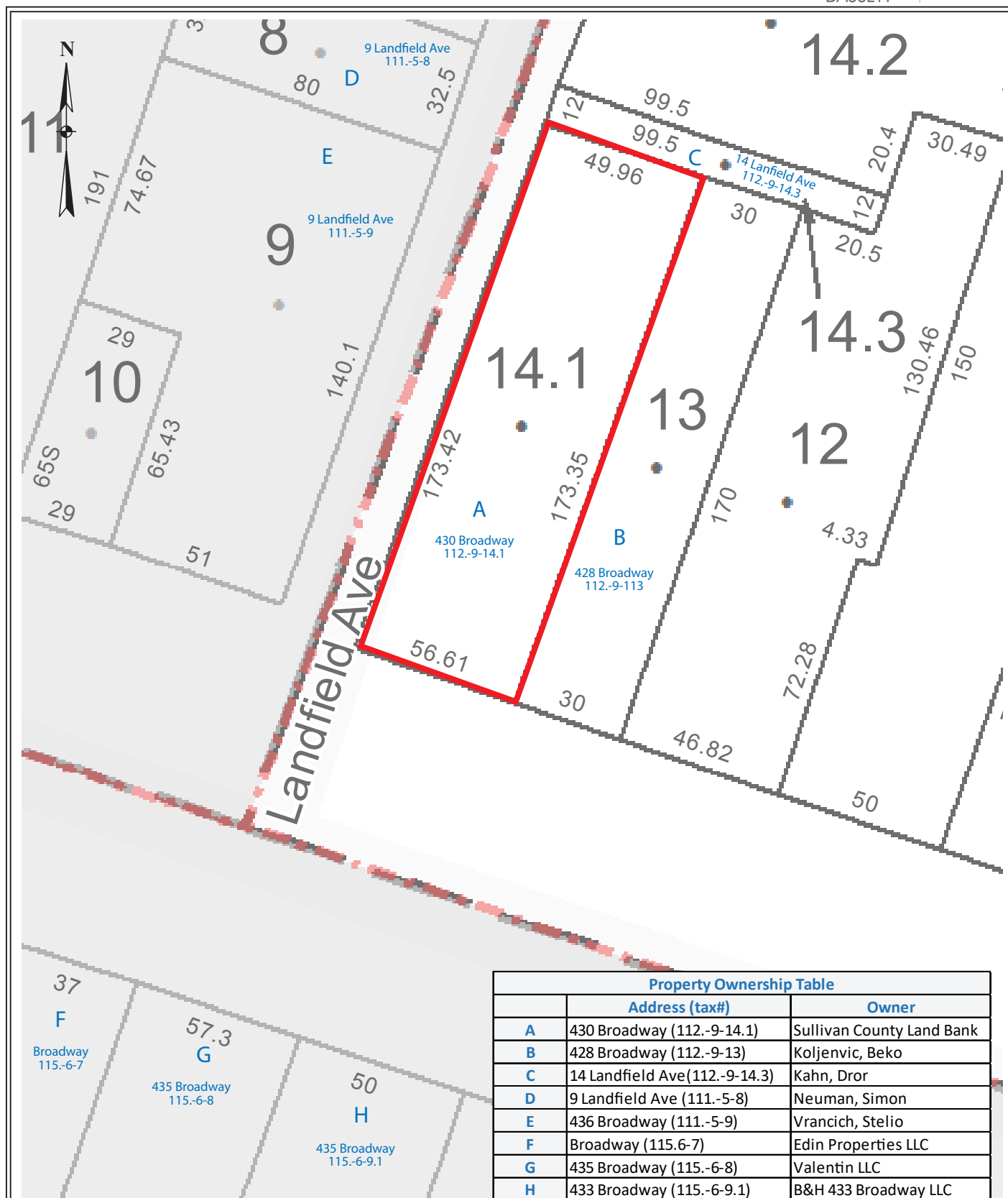
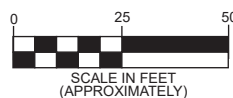


Figure 12: Property Ownership Map

430 Broadway
Village of Monticello
Sullivan County, New York

LEGEND:

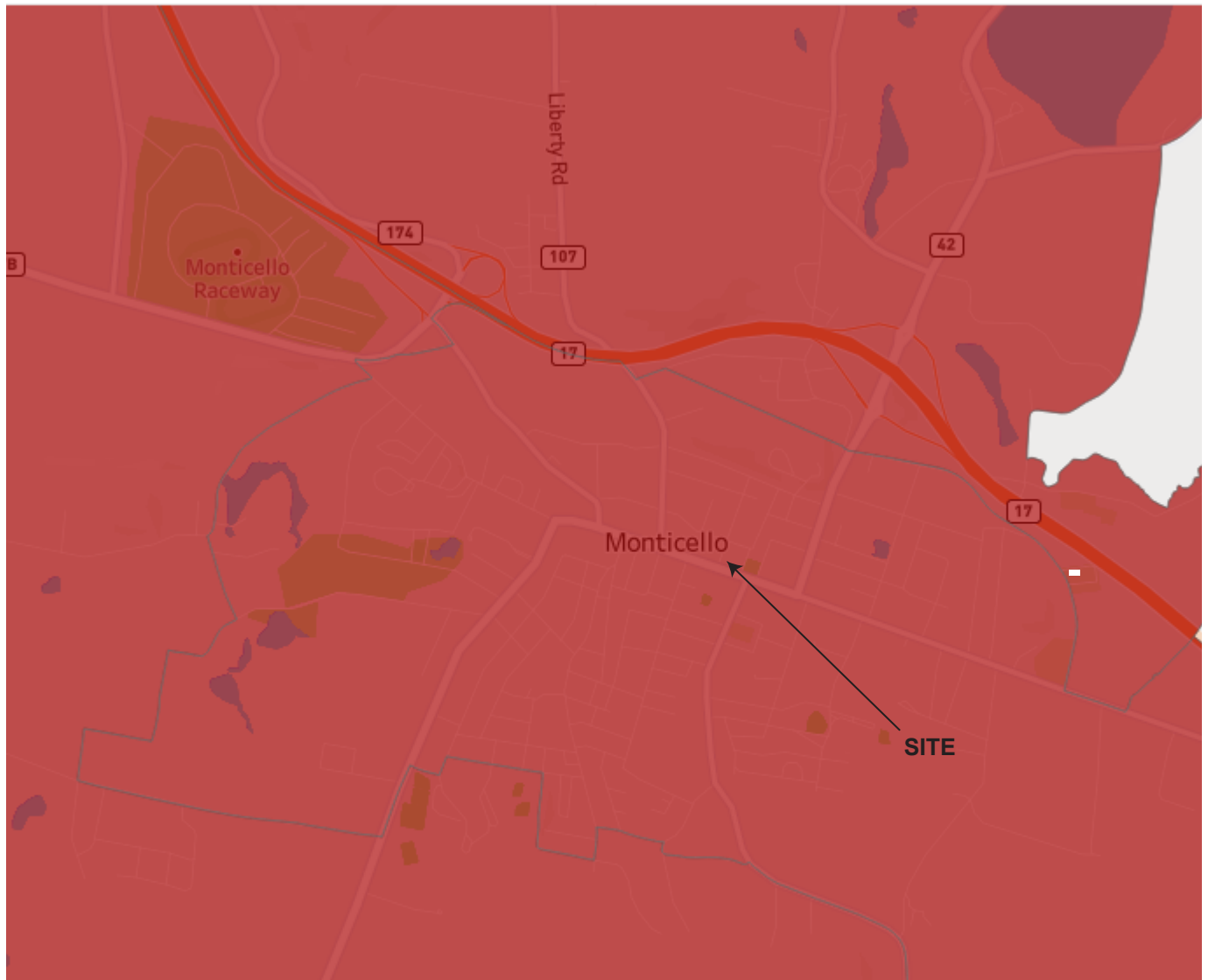
BCP Site Boundary



File: 22003-0030

November 2025

Attachment B



DAC Designation
 Designated as DAC
 Not Designated as DAC

Figure 13: Disadvantaged Communities Map

430 Broadway
 Village of Monticello
 Sullivan County, New York

File: 22003-0030

November 2025

Attachment B

Attachment B

Attachment C – Supplemental Records

**SCHEDULE A
PROPERTY DESCRIPTION**

ALL that tract or parcel of land situate in the Village of Monticello, Town of Thompson, County of Sullivan, and State of New York, being a portion of lands formerly of Abraham P. Fleischer as described in a deed recorded in the Sullivan County Clerk's Office in Deed Liber 332 at Page 315, intended to be all of the same premises described in a deed to Michael D'Abbraccio and Kerri L. D'Abbraccio, recorded in the Sullivan County Clerk's Office in Deed Liber 1604 at Page 692, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly bounds of Broadway on northeasterly edge of the original sidewalk at the most westerly corner of lands of Time For A Change Decorators Of Sullivan County Inc. (Deed Liber 864 at Page 276), formerly lands of Woodstock Aquarius, Inc. (Deed Liber 841 at Page 122), and running thence from said point of beginning along westerly bounds of said lands of Time For A Change Decorators Of Sullivan County Inc., and running to and along the line between the building situate on the premises herein described (formerly known as the Fleischer Building) and the building on premises of said Time For A Change Decorators of Sullivan County, Inc., along the party wall agreement line described in Deed Liber 245 at Page 81, North 33 degrees 22 minutes East 114.99 feet to a point at the most easterly corner of said building formerly known as the Fleischer Building; thence continuing along the northwesterly bounds of said lands of Time For A Change Decorators Of Sullivan County, Inc., running along the northwesterly face of a concrete block building and a projection thereof, North 31 degrees 09 minutes East 58.36 feet to an iron pin set at the most northerly corner of said lands of Time For A Change Decorators Of Sullivan County, Inc. on the southwesterly bounds of a parcel of land described in a deed to Ninety Seven Holding Corp. (Deed Liber 1364 at Page 435); thence running along the southwesterly bounds of said lands of Ninety Seven Holding Corp., North 57 degrees 00 minutes West 49.96 feet to an iron pin set flush with the ground on the southeasterly edge of the sidewalk on the approximate southeasterly bounds of Landfield Avenue, said iron pin set flush with the ground being South 34 degrees 49 minutes West 12.00 feet, as measured along said approximate southeasterly bounds of Landfield Avenue, from a point on said street bounds at the most westerly corner of lands formerly of Cellini (Deed Liber 866 at Page 172) and now or formerly of Joyce Gaughan (Deed Liber 1288 at Page 195); thence running along the said approximate southeasterly bounds of Landfield Avenue, running generally along the southeasterly edge of the sidewalk, running to and along the northwesterly face of the building on the herein described parcel of land, and a projection thereof, South 34 degrees 49 minutes West 173.42 feet, to a point on the northeasterly edge of the original sidewalk where the said approximate southeasterly bounds of Landfield Avenue intersects the said northeasterly bounds of Broadway; thence running along the said northeasterly bounds of Broadway, running along the northeasterly edge of original sidewalk as it originally existed, South 57 degrees 00 minutes East 56.61 feet to the point of beginning, containing 0.215 Acre of land.

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details

ENTITY NAME: RUPCO, INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION
SECTIONOF LAW: -
DATE OF INITIAL DOS FILING: 11/17/1981
EFFECTIVE DATE INITIAL FILING: 11/17/1981
FOREIGN FORMATION DATE:
COUNTY: ULSTER
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 734767
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: NOT REQUIRED
NEXT STATEMENT DUE DATE:
NFP CATEGORY: CHARITABLE

ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION
Address: 289 FAIR STREET, KINGSTON, NY, UNITED STATES, 12401

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name: RURAL ULSTER PRESERVATION COMPANY, INC.
Address: 70 LINDSLEY AVE., KINGSTON, NY, 12401

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Department of State

Division of Corporations

Entity Filing History

Return to Results

Return to Search

Entity Details

ENTITY NAME: RUPCO, INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION
SECTIONOF LAW: -
DATE OF INITIAL DOS FILING: 11/17/1981
EFFECTIVE DATE INITIAL FILING: 11/17/1981
FOREIGN FORMATION DATE:
COUNTY: ULSTER
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 734767
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: NOT REQUIRED
NEXT STATEMENT DUE DATE:
NFP CATEGORY: CHARITABLE

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

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10/24/1994	27	CERTIFICATE OF CHANGE	SERVICE OF PROCESS	3	941024000402
10/12/1982	02	CERTIFICATE OF AMENDMENT	PURPOSES,REGISTERED AGENT,SERVICE OF PROCESS	1	A910220-8
11/17/1981	01	CERTIFICATE OF INCORPORATION		1	A815486-9

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: SULLIVAN COUNTY LAND BANK CORPORATION
DOS ID: 5081536
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION (LAND BANK)
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 1603 NCL - NOT-FOR-PROFIT CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 02/07/2017
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 02/07/2017
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: NOT REQUIRED
COUNTY: SULLIVAN
NEXT STATEMENT DUE DATE:
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY: CHARITABLE

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: SULLIVAN COUNTY ATTORNEY'S OFFICE
Address: GOVERNMENT CENTER, 100 NORTH STREET PO BOX 5012, MONTICELLO, NY, UNITED STATES, 12701

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

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

Department of State

Division of Corporations

Entity Filing History

Return to Results

Return to Search

Entity Details

^

ENTITY NAME: SULLIVAN COUNTY LAND BANK CORPORATION

DOS ID: 5081536

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION (LAND BANK)

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: 1603 NCL - NOT-FOR-PROFIT CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 02/07/2017

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 02/07/2017

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: NOT REQUIRED

COUNTY: SULLIVAN

NEXT STATEMENT DUE DATE:

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY: CHARITABLE

ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

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File Date	Cert Code	Document Type	Description/Amended Information	Page Count	File Number
02/07/2017	01	CERTIFICATE OF INCORPORATION		9	170207000619

Rows per page: 51-1 of 1<>



Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: STRONG NY DEVELOPMENT, LLC
DOS ID: 3796886
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 04/09/2009
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 04/09/2009
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: PAST DUE DATE
COUNTY: SULLIVAN
NEXT STATEMENT DUE DATE: 04/30/2021
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: SCOTT VRANCICH
Address: 430-32 BROADWAY, MONTICELLO, NY, UNITED STATES, 12701

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

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



Department of State

Division of Corporations

Entity Filing History

Return to Results

Return to Search

Entity Details

ENTITY NAME: STRONG NY DEVELOPMENT, LLC
DOS ID: 3796886
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 04/09/2009
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 04/09/2009
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: PAST DUE DATE
COUNTY: SULLIVAN
NEXT STATEMENT DUE DATE: 04/30/2021
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

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05/24/2011	32	BIENNIAL STATEMENT		1	110524002895
09/28/2009	49	CERTIFICATE OF PUBLICATION		6	090928000683
04/09/2009	01	ARTICLES OF ORGANIZATION		3	090409000492

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Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: FUSCO'S PIZZA DE NAPOLI CORP.
DOS ID: 1848659
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: INACTIVE
DATE OF INITIAL DOS FILING: 08/30/1994
REASON FOR STATUS: DISSOLVED BY PROCLAMATION
EFFECTIVE DATE INITIAL FILING: 08/30/1994
INACTIVE DATE: 06/30/2004
FOREIGN FORMATION DATE:
STATEMENT STATUS: NOT REQUIRED
COUNTY: SULLIVAN
NEXT STATEMENT DUE DATE: 08/31/1996
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION
Address: P.O. BOX 68, MONTICELLO, NY, UNITED STATES, 12701

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

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
NO PAR VALUE	200	\$0.00000

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Entity Filing History

Return to Results

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Entity Details



ENTITY NAME: FUSCO'S PIZZA DE NAPOLI CORP.
DOS ID: 1848659
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: INACTIVE
DATE OF INITIAL DOS FILING: 08/30/1994
REASON FOR STATUS: DISSOLVED BY PROCLAMATION
EFFECTIVE DATE INITIAL FILING: 08/30/1994
INACTIVE DATE: 06/30/2004
FOREIGN FORMATION DATE:
STATEMENT STATUS: NOT REQUIRED
COUNTY: SULLIVAN
NEXT STATEMENT DUE DATE: 08/31/1996
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

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File Date	Cert Code	Document Type	Description/Amended Information	Page Count	File Number
06/30/2004	04	DISSOLUTION BY PROCLAMATION		0	DP-1702940
08/30/1994	01	CERTIFICATE OF INCORPORATION		3	940830000541

Rows per page: 5 1-2 of 2 < >

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Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: A & M NAPOLI PIZZA CORP.
DOS ID: 829282
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: -
ENTITY STATUS: INACTIVE
DATE OF INITIAL DOS FILING: 03/18/1983
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/18/1983
INACTIVE DATE: 07/03/1996
FOREIGN FORMATION DATE:
STATEMENT STATUS: NOT REQUIRED
COUNTY: SULLIVAN
NEXT STATEMENT DUE DATE: 03/31/1996
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION
Address: 248 BROADWAY, MONTICELLO, NY, UNITED STATES, 12701

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: KERRI D'ABBRACCIO
Address: 248 BROADWAY, MONTICELLO, NY, UNITED STATES, 12701

Principal Executive Office Address

Address: 248 BROADWAY, MONTICELLO, NY, UNITED STATES, 12701

Registered Agent Name and Address

Name:

Address:

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
NO PAR VALUE	200	\$0.00000

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Department of State

Division of Corporations

Entity Filing History

Return to Results

Return to Search

Entity Details

ENTITY NAME: A & M NAPOLI PIZZA CORP.
DOS ID: 829282
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: -
ENTITY STATUS: INACTIVE
DATE OF INITIAL DOS FILING: 03/18/1983
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/18/1983
INACTIVE DATE: 07/03/1996
FOREIGN FORMATION DATE:
STATEMENT STATUS: NOT REQUIRED
COUNTY: SULLIVAN
NEXT STATEMENT DUE DATE: 03/31/1996
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Search

File Date	Cert Code	Document Type	Description/Amended Information	Page Count	File Number
07/03/1996	10	CERTIFICATE OF DISSOLUTION		3	960703000232
04/05/1994	32	BIENNIAL STATEMENT	SERVICE OF PROCESS	2	940405002938
04/23/1993	32	BIENNIAL STATEMENT	CHIEF EXECUTIVE OFFICER NAME/ADDRESS,PRINCIPAL EXECUTIVE OFFICE	2	930423003061
03/18/1983	01	CERTIFICATE OF INCORPORATION		0	A961539-4

Rows per page: 5 ▾ 1-4 of 4 < >

**SULLIVAN COUNTY LAND BANK CORPORATION
AND RUPCO, INC.
430 BROADWAY, MONTICELLO, NEW YORK 12701
SITE ACCESS LICENSE AGREEMENT**

This Site Access Agreement (“Agreement”), made as of October 8, 2025, by and between Sullivan County Land Bank Corporation (“Owner”), a not-for-profit corporation of the State of New York, having a mailing address at P.O. Box 1496, Monticello, New York 12701 and RUPCO, Inc., a not-for-profit corporation of the State of New York, having an office at 2 Main Street, Kingston, New York 12401 and a mailing address at 289 Fair Street, Kingston, New York 12401 (“RUPCO”).

WHEREAS: Owner is the current Owner of the property, including improvements, known as 430 Broadway, Monticello, New York 12701, also identified as Tax Map No. 112.-9-14.1 (the “Property”). This Site Access Agreement confirms that the Owner shall grant to RUPCO and its contractors access to the Property to implement any investigation or remedial work required by the New York State Department of Environmental Conservation (“NYSDEC”) before signing the Brownfields Cleanup Agreement (“BCA”) and throughout the Brownfield Cleanup Program (“BCP”) to secure a Certificate of Completion, including, without limitation, recording an environmental easement on the Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations made and contained herein, the parties agree as follows:

1. Access License. The Owner hereby grants an access license to RUPCO and its contractors for the purpose of conducting investigations and remediation required by NYSDEC in accordance with the BCP and all applicable State and federal requirements (the “Work”).

2. Compliance With Laws. RUPCO and its contractors shall observe and comply with all State, federal and local laws, rules and regulations.

3. Insurance.

A. RUPCO shall carry and maintain in full force and effect for the duration of this Agreement the insurance coverages set forth below:

(1) Worker’s Compensation and Employer’s Liability in accordance with State of New York statutory requirements.

(2). Comprehensive General Liability, including contingent completed operations and contractual liability with a minimum:

(i) \$1,000,000 each occurrence;
(ii) \$2,000,000 general aggregate per location; and
(iii) \$1,000,000 products/completed operations aggregate, which shall remain in effect for two (2) years after completion of the Work.

(3) Comprehensive Automobile Liability covering all owned, hired and rented vehicles, with limits of liability of not less than \$1,000,000 per accident for injuries and of not less than \$500,000 per accident for property damage.

B. RUPCO's contractors are required to carry and maintain liability insurance with the same minimum limits and provisions set forth in subparagraph 3A above. In addition, RUPCO contractors shall carry and maintain in full force and effect Pollution Liability insurance with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate per location; and applicable to consultants, Errors and Omissions liability insurance with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

C. All insurance policies and insurance certificates shall include the Owner, its officers, directors and employees as additional insureds on the CGL, automobile liability and pollution liability policies on a primary and noncontributory basis and shall waive subrogation against the additional insureds. All policies and insurance certificates shall state that the coverage cannot be cancelled, suspended or materially modified without ten (10) days written notice to the Owner. RUPCO shall have the affirmative duty to ensure that all contractors maintain the required insurance coverages and provisions set forth above, that all such requirements are set forth in the contracts between RUPCO and its contractors, and that each contractor shall furnish to Owner copies of the certificates of insurance and the relevant policy provisions setting forth those coverages. All certificates of insurance and relevant policy provisions must be submitted to and approved by Owner prior to entry on the Property.

4. Indemnification. RUPCO and its contractors shall waive all claims against Owner and shall indemnify, defend and hold harmless the Owner and its officers, directors and employees from and against any and all liabilities, claims damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), fines, penalties and judgments of any nature, including, without limitation, for death, personal injury and property damage arising, directly or indirectly, from (i) the Work; (ii) any breach of this Agreement by RUPCO, its contractors, or their officers, directors, employees or subcontractors; (iii) any act or omission by RUPCO, its contractors, or their officers, directors, employees or subcontractors; or (iv) the violation or alleged violation of any law, regulation or rule by RUPCO, its contractors, or their officers, directors, employees or subcontractors. The requirements of this paragraph shall survive the termination or expiration of this Agreement.

5. Disclosure of Information. A copy of all data, analysis, documents and other information ("Information") derived from any and all Work shall be provided to the Owner. No Information shall be disclosed by RUPCO or any of its contractors to any government agency, entity or person without prior permission in writing by the Owner. RUPCO shall have the affirmative duty to include these requirements in its contractor agreements.

6. Environmental Easement. If Owner is the owner of the Property when remediation is complete or if a Track1 cleanup has not been completed, Owner shall cooperate with RUPCO and NYSDEC in the granting of an environmental easement to NYSDEC pursuant to the BCP. The terms and conditions of any such environmental easement are subject to the

approval of Owner. Any such environmental easement shall be filed in the Sullivan County Clerk's Office at RUPCO's expense.

7. Termination. Either party may terminate this Agreement upon giving at least fifteen (15) days written notice to the other. In the event of termination by either party, RUPCO shall complete and wind down investigation or remediation activities necessary to prevent any potential environmental contamination or other liability related to the Property and shall restore the Property to its condition prior to commencement of Work, unless directed otherwise by Owner. RUPCO understands and agrees that it is not entitled to any damages, costs or other remedy whatsoever in the event of termination of this Agreement.

8. Labor, Materials and Equipment. RUPCO shall provide and pay for all labor, materials, and equipment necessary to complete the Work in accordance with this Agreement and all applicable laws and regulations.

9. Safety.

A. RUPCO agrees to comply with all applicable federal, State and local laws, rules, codes and regulations, including but not limited to applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), as amended and/or any other state or federal agencies in the performance of any work under this Agreement. RUPCO also agrees to comply with any additional safety and health measures as are determined to be reasonably necessary by Owner. RUPCO shall take proper dust and noise abatement measures.

B. Without limiting the foregoing, RUPCO shall be responsible for initiating, maintaining and supervising all safety precautions required or appropriate in connection with the performance of the Work. RUPCO shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (i) all employees and other persons who may be affected by the Work; and (ii) real property and personal property at the site or nearby properties, including but not limited to structures, roadways, sidewalks, pavements, utilities, trees, shrubs and lawns. RUPCO shall take all reasonable precautions to protect and prevent injury or damage to pedestrians and motor vehicles and their occupants, including traffic control.

10. Property Damage or Loss. RUPCO shall promptly remedy damage or loss to the extent such damage or loss arises, in whole or in part, directly or indirectly, from the act or omission of RUPCO, a contractor or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable. RUPCO shall promptly notify Owner of any such damage or loss.

11. Assumption of Risks. RUPCO expressly and voluntarily assumes the risk of any and all environmental, dangerous, or hazardous conditions, including Hazardous Substances (as such term is defined below) or conditions caused by Hazardous Substances, encountered while performing the Work or arising out of the disposal, sale, donation, transportation, recycling, repurposing or re-use of any materials removed from the Property. "Hazardous Substance" means, without limitation, any flammables, explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based

products or by-products, methane, hazardous materials, medical waste, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq), Articles 15 and 27 of the New York Environmental Conservation Law, and the regulations promulgated thereunder or any other federal, State or local law, regulation or rule, whether existing as of the date hereof, previously enforced, or subsequently enacted.

12. Release and Waiver. RUPCO does hereby release and forever discharge and hold harmless Owner and its officers, directors and employees, and their successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise, directly or indirectly, from RUPCO's entry on, in, or upon the Property; the performance of the Work by RUPCO, all contractors and their employees, contractors and agents; the removal, disposal, sale, donation, transportation, recycling, repurposing or re-use of any materials removed from the Property; or any future use by a third party of any materials removed from the Property (collectively, the "Activities"). RUPCO understands and acknowledges that this release and waiver discharges Owner and its officers, members, directors, and employees (collectively the "Releasees") from any liability of and claim against any and all Releasees with respect to any and all damages, including bodily injury, personal injury, illness, death, or property damage that may arise from the Activities, whether caused by the negligence of the Releasee(s) or otherwise.

13. Hazardous Substances. If RUPCO or its contractors handle Hazardous Substances, all Hazardous Substances shall be properly handled, transported, recycled or disposed of in accordance with applicable laws and regulations.

14. Permits and Licenses. If RUPCO shall obtain, at its sole cost and expense, all permits, authorizations, approvals and licenses necessary for the planning, performance, and completion of the Work in accordance with the requirements of the agencies and other authorities having jurisdiction.

15. Independent Contractor Status. In performing the Work, RUPCO is acting independently of Owner. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, of employer and employee, or of partnership or of joint venture between the parties hereto.

16. Contractual Relations. RUPCO shall not contract with a proposed person or entity against whom Owner has made reasonable and timely objection. By written agreement, RUPCO shall require each contractor to assume toward Owner all of the obligations and responsibilities, including responsibility for safety of the contractor's work, which RUPCO, by this Agreement, assumes toward Owner. Each contract shall preserve and protect the rights of Owner with respect to the Work to be performed by the contractor.

17. Assignment. Neither RUPCO nor Owner may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

18. Owner's Additional Remedies. In addition to any remedy or relief available to the Owner in law or equity, if RUPCO fails to fulfill any of its responsibilities, obligations or activities set forth in this Agreement, Owner shall have the right, but not the obligation, to undertake any such responsibility, obligation or activity, and RUPCO shall reimburse the Owner the full cost thereof and restore the Property to its original condition, this provision to be construed and interpreted as a confession of judgment with respect to such costs.

19. Miscellaneous Provisions.

A. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

B. Paragraph headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Agreement.

C. All notices under this Agreement shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this Agreement. Any party may notify the other party of a different address to which notices shall be sent.

D. There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Agreement not incorporated in writing in this Agreement. This Agreement supersedes all other agreements, if any, among the parties relating to the subject matter of this Agreement.

E. No modification, amendment, addition to, or termination of this Agreement, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.

F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

G. If RUPCO has or believes it may have any claim against Owner, RUPCO is required to file a notice of claim with Owner within thirty (30) days after the occurrence of the event giving rise to the claim. The notice of claim shall set forth the date and facts giving rise to the claim and the dollar amount of the claim. The notice of claim must be filed with Owner at the address set forth above, either personally or by certified mail, or at such other address provided by Owner in writing to RUPCO. The timely filing of a proper notice of claim shall be a condition precedent to the commencement of litigation by RUPCO against Owner. The failure by RUPCO to timely file a proper notice of claim shall be a complete bar against any such litigation or liability of Owner.

H. Any action or proceeding relating to this Agreement shall be brought in the Supreme Court of the State of New York in the County of Sullivan. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

I. If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

J. The waiver by any party hereof of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

K. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

L. Each party represents and warrants that its signatory below possesses authority to execute this Agreement and bind the respective party to this Agreement.

20. Public Authority Provisions. This Agreement may be cancelled or terminated by Owner without penalty or damages of any kind upon (1) refusal by an Owner, shareholder, member, manager director or officer of the party providing the goods or services hereunder, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or Agreement had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or Agreement. Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

21. Executive Law Provisions. For any contract in excess of \$25,000 for services rendered to Owner, RUPCO shall comply with the requirements of state Executive Law §312. Without limiting the foregoing, RUPCO shall comply with the following provisions:

A. RUPCO will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For

purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. At the request of the Owner, RUPCO shall request each employment agency, labor union, or authorized representative of understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of RUPCO's obligations herein.

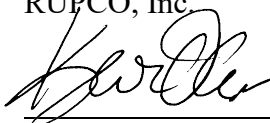
C. RUPCO shall state, in all solicitations or advertisements for employees, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

Sullivan County Land Bank Corporation

By: 
Jill Weyer, Chair

RUPCO, Inc.

By: 
Kevin O'Connor, CEO

November 5, 2025

Jennifer Hano
Library Assistant
Ethelbert B. Crawford Public Library
479 Broadway
Monticello, NY 12701

via e-mail: jhano@rcls.org

Re: Document Repository for the property located at 430 Boadway, Monticello, NY
GBTS File: 22003-0030 – Brownfields Cleanup Program Application

Dear Ms. Hano:

This letter is an acknowledgment that the Ethelbert B Crawford Public Library will act as the Document Repository for the above-referenced Site as a requirement of New York State Department of Environmental Conservation. All documents will be sent to you electronically to be made available for the public to access.

If you have any questions, please contact me at (845) 867-4715.

Sincerely,



Richard Hooker
Manager, Environmental Consulting

Natalie Conklin

From: Jennifer Hano - MTC <jhano@rcls.org>
Sent: Wednesday, November 5, 2025 11:57 AM
To: Natalie Conklin
Cc: Mary Paige Lang-Clouse - MTC
Subject: Re: Form Submission - New Form - Document Repository for 430 Broadway BCP

 External email >

 First time sender >

Hi Natalie,

Yes. We can be a repository for this project. What format should we expect any documentation to come in?

Jennifer Hano
she/her/hers
Library Assistant

Ethelbert B. Crawford Public Library
479 Broadway, Monticello, NY 12701
ebcpl.org
845-794-4660 ext. 6
jhano@rcls.org

From: Squarespace <form-submission@squarespace.info>
Sent: Friday, October 31, 2025 4:18 PM
To: Jennifer Hano - MTC <jhano@rcls.org>
Subject: Form Submission - New Form - Document Repository for 430 Broadway BCP

Sent via form submission from [Ethelbert B Crawford Public Library](#)

Name: Natalie Conklin

Email Address: natalie_conklin@gbtpa.com

Subject: Document Repository for 430 Broadway BCP

Message: Have sent email to ddistefano@rcls.org asking for response about being document repository for 430 Broadway Brownfield Site. NYSDEC requires the library's acknowledgement before approving application. Thank you.

[Manage Submissions](#)

Does this submission look like spam? [Report it here.](#)





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August 21, 2025

Chief, Site Control Division
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, NY 12233-7020

RE: Strong Building Site 430 Broadway Brownfield Cleanup Program Application – Program Fee Waiver Request

To Whom It May Concern,

The Requestor, RUPCO, Inc., is seeking a waiver of the \$50,000 Brownfield Cleanup Program Fee (Program Fee) pursuant to ECL 27-1409(13) on the grounds that the Program Fee will create a financial hardship to the project for the following reasons:

1. The Requestor is a party to a Memorandum of Understanding entered into with the Sullivan County Land Bank Corporation (Land Bank) which acquired the Project Site to transform it for high-quality affordable housing. The Project Site is a priority redevelopment site for the Land Bank.
2. After simultaneously closing on a construction loan with a private lender and obtaining subsidy commitments from the NYS Division of Housing and Community Renewal (HCR), fee title will be transferred from the Sullivan County Land Bank Corporation (Land Bank) to RUPCO, Inc. or its assignee which will be owned and operated by a tax-exempt not for profit entity. The Requestor would then submit an application to amend the Brownfield Cleanup Agreement (BCA) to add the assignee to the BCA as a volunteer.
3. The BCP Site is part of a proposed Project that will consist of 100% affordable housing pursuant to a regulatory period of at least 30 years. The entirety of both the Project Site and BCP Site is located within a Disadvantaged Community.

As part of the development of 430 Broadway, the Requestor will enter into a Regulatory Agreement with HCR for at least 30 years, as well as with HCR's applicable asset management entities. The Regulatory Agreement is a contract which obligates the owners of affordable housing developments to operate their premises in accordance



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with HCR's applicable statutes, rules, regulations, and policies. In other words, the Requestor's Regulatory Agreement with HCR will ensure 430 Broadway's residential apartments will remain affordable for HCR's minimum regulatory term of 30 years. The Regulatory Agreement will be executed by all applicable parties shortly prior to construction finance closing.

4. The Requestor will incur significant non-reimbursable upfront costs to perform environmental investigation to obtain environmental clearances from all interested agencies.
5. The environmental investigations have revealed that the Project Site is impacted with contaminants at concentrations requiring remediation. As a result, HCR which is anticipated to provide subsidies for the Project and the private lenders anticipated to provide construction financing, will require that any remediation work associated with the Project be performed under the supervision of the NYSDEC through the BCP. Project funding will not be available until and unless the site is accepted into the BCP.
6. Even with the subsidies, the margins for this Project remain thin. The Requestor will incur additional costs as a result of having to complete the BCP remedial program that will further squeeze the Project margins. The remedial costs will be chargeable to the development budget, and the private lenders and historic tax credit investor providing sources of construction financing will require additional infusions of equity or holdback a portion of the construction loan to cover the anticipated remediation costs.
7. Requiring the Requestor to also pay a \$50,000 program fee would pose a financial hardship to the Requestor and jeopardize the economic viability of this project notwithstanding the significant subsidies committed to the Project. Without participation in the BCP, remediation and redevelopment of the Project Site is not financially feasible.

Considering the foregoing, the Requestor hereby asks the NYSDEC to waive the Program Fee.

If there are any additional questions on this matter, please feel free to contact me.



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Sincerely,

Kevin O'Connor
CEO
RUPCO, Inc.

Attachment D – Previous Environmental Reports

(Provided in Zip File)