



Department of  
Environmental  
Conservation

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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☒ Yes ☐ No

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

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

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

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

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

Title has been transferred from the current owner Indian Brook IG, LLC, to Westchester Co., which then transferred title to 645 Main Housing Development Fund Company, Inc., which will act as nominal title owner of the Site for the benefit of a beneficial owner 645 Main Limited Partnership. The new owner is not being added to the Brownfield Cleanup Agreement (BCA) but the BCA needs to reflect the new owner entity pursuant to this BCA Amendment. Current Volunteer WB 645 Main LLC will be the managing general partner of 645 Main Limited Partnership ("Partnership"), which Partnership needs to be added as an additional volunteer on the BCA pursuant to this BCA Amendment since the Partnership will take over the role of acting as the remedial party. Current Volunteer WB 645 Main LLC will remain a named volunteer on the BCA. These transfers all relate to the fact that this is an affordable housing project. Therefore, the two volunteers as of the execution of this BCA Amendment are Current Volunteer WB 645 Main LLC and new requestor 645 Main Limited Partnership.

RECEIVED

JUN 12 2020

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

Bur. Of Tech. Support

<b>Section I. Existing Agreement Information</b>		
BCP SITE NAME: Charcoal Tablet Mill Site		BCP SITE NUMBER: C360186
NAME OF CURRENT APPLICANT(S): WB 645 Main LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C360186-06- DATE OF EXISTING AGREEMENT: 7/9/19		
<b>Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)</b>		
NAME 645 Main Limited Partnership		
ADDRESS 480 Bedford Road, Building 300, First Floor West Wing		
CITY/TOWN Chappaqua, New York		ZIP CODE 10514
PHONE 914-610-3647	FAX 914-909-7328	E-MAIL bbalter@wilderbalter.com
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.</li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE William Balter		
ADDRESS 480 Bedford Road, Building 300, First Floor West Wing		
CITY/TOWN Chappaqua, New York		ZIP CODE 10514
PHONE 914-610-3647	FAX 914-909-7328	E-MAIL bbalter@wilderbalter.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) NA		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) NA		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant:  Current Volunteer WB 645 Main LLC will be the managing general partner of new requestor 645 Main Limited Partnership.		

**Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)**

OWNER'S NAME (if different from requestor) 645 Main Housing Development Fund Company, Inc.

ADDRESS c/o Housing Action Council, Inc. Rosemarie Noonan, 55 South Broadway, Suite 2

CITY/TOWN Tarrytown, NY

ZIP CODE 10591

PHONE 914-332-4144

FAX NA

E-MAIL rnoonan@affordablehomes.org

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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



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

☐ PARTICIPANT

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

☒ VOLUNTEER

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

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

**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.**

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other Future Beneficial Owner

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

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

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

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement )

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

Check appropriate boxes below:

☐

Changes to metes and bounds description or TBL correction

☐

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

Approximate acreage added: \_\_\_\_\_

**ADDITIONAL PARCELS:**

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

☐

Reduction of property

Approximate acreage removed: \_\_\_\_\_

**PARCELS REMOVED:**

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

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

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

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



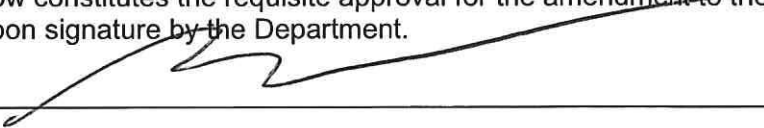
## PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Charcoal Tablet Mill Site	BCP SITE NUMBER: C360186
NAME OF CURRENT APPLICANT(S): WB 645 Main LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360186-06-19	
EFFECTIVE DATE OF EXISTING AGREEMENT: 7/9/19	

### Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <small>Managing Member of WB 645 Main LLC, the managing general partner</small>) of (entity <u>645 Main Limited Partnership</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>5/1/2020</u> Signature: </p> <p>Print Name: <u>William Balter</u></p>

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

(Individual)

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

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

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

(Entity)

I hereby affirm that I am Managing Member (title) of WB 645 Main LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/1/2020 Signature: \_\_\_\_\_

Print Name: William Balter

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

Status of Agreement:

☐ PARTICIPANT

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

☒ VOLUNTEER

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

Effective Date of the Original Agreement:

July 9, 2019

Signature by the Department:

DATED: 6/18/20

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan

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



**SUBMITTAL INFORMATION:**

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

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

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**FOR DEPARTMENT USE ONLY**

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

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

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

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

**SECTION II NEW REQUESTOR INFORMATION**

Requestor Name

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

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

Requestor Address, etc.

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

Representative Name, Address, etc.

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

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

**SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION - only include if new owner/operator or new existing owner/operator information is provided, and highlight new information in form.**

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property.

Operator Name, Address, etc.

Provide information for the new operator (if different from the new requestor or owner).

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

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

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

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

**Property Address**


Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all.

**Tax Parcel Information**

Provide the tax parcel/section/block/lot information. If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears.



# **EXHIBIT A**

  
JAMES CARPINELLO, JR. ASST. COUNTY ATTORNEY

**BARGAIN AND SALE DEED WITHOUT COVENANTS**

THIS INDENTURE, made the 5<sup>th</sup> day of JUNE, 2020 by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the "Grantor"), and

**645 MAIN HOUSING DEVELOPMENT FUND COMPANY, INC.**, organized pursuant to both the Not-For Profit Corporation Law of the State of New York and Article 11 of the Private Housing Finance Law of the State of New York having an office and place of business at 55 S. Broadway, Suite 2, Tarrytown, NY 10591-4000 (the "Grantee")

**WITNESSETH**, that the Grantor, in consideration of one (\$1.00) dollar paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee,

All that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Peekskill, County of Westchester and State of New York known and designated as Section 32.8 Block 4 Lot 2.1 being more particularly bounded and described in Schedule "A" attached hereto and incorporated herein for all purposes.

Being the same premises conveyed to Grantor by deed from Indian Brook IG, LLC dated and recorded on even date herewith as Control No.

**TO HAVE AND TO HOLD** the Property herein granted unto the Grantee and assigns forever subject to the following.

This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants (the "Declaration") of the date even herewith recorded in the Westchester County Clerk's Office Land Records Division including without limitation the fair housing and anti-discrimination requirements set forth therein. The Declaration runs with the land and binds the property, and is enforceable against the property's owner, any subsequent owners and all of their respective legal representatives, executors, administrators, heirs, successors, assigns and every holder of any interest in said property, and each grantee will execute his/her deed of conveyance containing such restrictions in order to evidence his/her agreement. The Declaration shall inure to the benefit of and be enforceable by the County of Westchester until the expiration of the 50 year Period of Affordability, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Period of Affordability without the written permission of the County. The Declaration shall survive any foreclosure or the issuance of

a deed in lieu of foreclosure and shall not terminate until the expiration of the Period of Affordability, without the express written consent of the County.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described Property to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Property; TO HAVE AND TO HOLD the Property herein granted unto the Grantee, the heirs or successors and assigns of the party of the second part forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

This conveyance is authorized by the Westchester County Board of Legislators by Act No. 149-2019 and by the Westchester County Board of Acquisition & Contract on the 10<sup>th</sup> day of October, 2019.

*[Signature page immediately follows]*

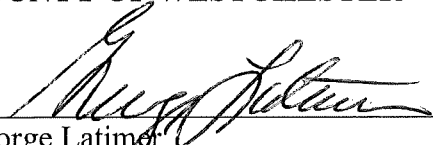


[Signature page to Bargain and Sale Deed Without Covenants Against Grantor's Acts]

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

IN PRESENCE OF:

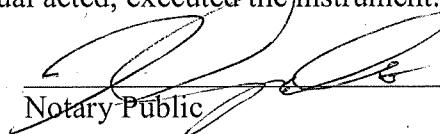
**COUNTY OF WESTCHESTER**

  
\_\_\_\_\_  
George Latimer  
County Executive

**ACKNOWLEDGEMENT**

STATE OF ) ss.:  
COUNTY OF )

On the 21<sup>st</sup> day of MAY, in the year 2020 before me, the undersigned, personally appeared **George Latimer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**JAMES R. CARPINIELLO**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02CA6012105  
Qualified in Westchester County  
My Commission Expires 01-04-23

SECTION: 32.8  
BLOCK: 4  
LOT: 2.1  
CITY: Peekskill, New York  
STREET ADDRESS: 645 Main Street

RECORD AND RETURN TO:

Kenneth F. Jurist, Esq.  
Cuddy & Feder LLP  
445 Hamilton Ave, 14<sup>th</sup> FL  
White Plains, NY 10601

SCHEDULE A

**BEGINNING** at the point on the southerly line of Main Street where it is met by the line dividing the lands hereon described, on the east, from lands formerly of the Union Stove Works, formerly of Walter Legg & Co., Inc., and now or formerly of Retlaw Realty Corp. on the west, which point occupies coordinate position

N 470,219.47 (y)  
E 611,669.37 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from said point of beginning, northeasterly along the said southerly line of Main Street, the following courses:

N 62°01'01" E 154.09 feet,  
N 60°14'09" E 82.58 feet,  
N 57°23'29" E 25.65 feet,  
N 56°45'29" E 37.00 feet,  
N 51°05'09" E 25.11 feet,  
N 43°57'29" E 6.79 feet,  
N 38°00'29" E 12.21 feet, and  
N 52°33'08" E 41.10 feet,

to a point on the original easterly line of Mechanic Street, as the said easterly line is shown on that certain map entitled "Property Line Survey Project Site Area Peekskill Housing Authority Project N.Y.S. 97 ...," which was filed in the Westchester County Clerk's office on January 15, 1962 as Map No. 13132. Thence southwesterly along the original easterly line of Mechanic Street as shown of said Filed Map No. 13132, the following courses:

S 44°21'59" W 6.08 feet,  
S 24°00'59" W 46.26 feet,  
S 02°28'31" E 10.22 feet, and  
S 33°04'29" W 40.86 feet,

to a point. Thence still along the line of the lands shown on said Filed Map No. 13132, but no longer along the original easterly line of Mechanic Street, the following courses:

S 58°39'21" E 82.86 feet,  
N 83°00'09" E 69.07 feet,  
S 02°56'09" W 18.22 feet, and  
N 85°59'29" E 2.16 feet,

to a point at the line of lands formerly of Rosenberg & Bloom and now or formerly of the City of Peekskill. Thence along the said City of Peekskill lands

S 15°49'01" E 110.89 feet,

to a point at the line of lands formerly of Frissora and now or formerly of 650 Central Avenue, LLC.  
Thence along the said 650 Central Avenue, LLC lands

S 82°22'09" W 101.30 feet, and

S 16°09'41" E 44.98 feet,

to a point on the northerly line of Central Avenue. Thence southwesterly along the northerly line of Central Avenue,

S 73°28'29" W 86.27 feet,

to a point at the line of lands now or formerly of Hammer & Pickle, Inc. and now or formerly 638 Central Mills, LLC. Thence along the said 638 Central Mills, LLC lands the following, first

N 20°00'00" W 17.48 feet,

then on a non-tangent curve to the left, the center of which bears S33°56'39"W, the central angle of which is 60°16'39", the radius of which is 55.00 feet for 57.86 feet, then

S 63°40'00" W 32.60 feet,

then on a tangent curve to the left, the central angle of which is 36°22'43", the radius of which is 100.00 feet for 63.49 feet, and then

S 19°52'31" E 29.21 feet,

to another point on the northerly line of Central Avenue. Thence once again southwesterly along the northerly line of Central Avenue

S 61°42'29" W 50.54 feet,

to a point at the easterly line of Mechanic Street (Unimproved). Thence northerly along the easterly line of Mechanic Street

N 19°52'31" W 160.39 feet,

to a point. Thence southwesterly along the present northerly terminus of Mechanic Street

S 54°49'29" W 30.76 feet,

to a point at the line of the aforementioned lands formerly of Union Stove Works, formerly of Walter Legg & Co., Inc., and now or formerly of Retlaw Realty Corp. Thence along the said Retlaw Realty Corp. lands

N 19°52'31" W 90.87 feet

to the southerly line of Main Street and the point or place of beginning.



**BARGAIN AND SALE DEED WITH COVENANT  
AGAINST GRANTOR'S ACTS**

**THIS INDENTURE**, made the 5 day of June, 2020 between Indian Brook IG, LLC, a New York limited liability company, having an address at 700 S. Ocean Blvd., Suite 1105, Boca Raton, Florida 33432 (the "party of the first part") and The County of Westchester, a municipal corporation of the State of New York, having an office and place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the "party of the second part").

**WITNESSETH:**

That the party of the first part, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Peekskill, County of Westchester and State of New York being more particularly bounded and described in Schedule "A" attached hereto.

**BEING** and intended to be the same premises conveyed to the party of the first part by deed dated February 23, 2017 and recorded in the Office of the Westchester County Clerk on March 21, 2017 as Control No. 570443500.

**TOGETHER** with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

*[Signature page immediately follows]*

[Signature page to Bargain and Sale Deed with Covenant Against Grantor's Acts]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

INDIAN BROOK IG, LLC

By: 

Name: Keith Balter


Title: Manager

ACKNOWLEDGEMENT

STATE OF New York )  
COUNTY OF Westchester ) ss.:

On the 2<sup>nd</sup> day of May in the year 2020 before me, the undersigned, personally appeared Keith Balter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**Christine A. Crisci**  
**Notary Public, State of New York**  
**LIC # 01CR6365109**  
**Qualified in Westchester County**  
**Comm. Exp. September 25, 2021**

  
Notary Public

County: Westchester  
Section: 32.8  
Block: 4  
Lots: 2.1

RECORD AND RETURN TO:

James R. Carpiello  
Senior Assistant County Attorney  
Westchester County Attorney's Office  
Contracts & Real Estate Bureau  
148 Martine Avenue-6<sup>th</sup> Floor  
White Plains, New York 10601

## SCHEDULE A

**BEGINNING** at the point on the southerly line of Main Street where it is met by the line dividing the lands hereon described, on the east, from lands formerly of the Union Stove Works, formerly of Walter Legg & Co., Inc., and now or formerly of Retlaw Realty Corp. on the west, which point occupies coordinate position

N 470,219.47 (y)  
E 611,669.37 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from said point of beginning, northeasterly along the said southerly line of Main Street, the following courses:

N 62°01'01" E 154.09 feet,  
N 60°14'09" E 82.58 feet,  
N 57°23'29" E 25.65 feet,  
N 56°45'29" E 37.00 feet,  
N 51°05'09" E 25.11 feet,  
N 43°57'29" E 6.79 feet,  
N 38°00'29" E 12.21 feet, and  
N 52°33'08" E 41.10 feet,

to a point on the original easterly line of Mechanic Street, as the said easterly line is shown on that certain map entitled "Property Line Survey Project Site Area Peekskill Housing Authority Project N.Y.S. 97 ...," which was filed in the Westchester County Clerk's office on January 15, 1962 as Map No. 13132. Thence southwesterly along the original easterly line of Mechanic Street as shown of said Filed Map No. 13132, the following courses:

S 44°21'59" W 6.08 feet,  
S 24°00'59" W 46.26 feet,  
S 02°28'31" E 10.22 feet, and  
S 33°04'29" W 40.86 feet,

to a point. Thence still along the line of the lands shown on said Filed Map No. 13132, but no longer along the original easterly line of Mechanic Street, the following courses:

S 58°39'21" E 82.86 feet,  
N 83°00'09" E 69.07 feet,  
S 02°56'09" W 18.22 feet, and  
N 85°59'29" E 2.16 feet,

to a point at the line of lands formerly of Rosenberg & Bloom and now or formerly of the City of Peekskill. Thence along the said City of Peekskill lands

S 15°49'01" E 110.89 feet,

to a point at the line of lands formerly of Frissora and now or formerly of 650 Central Avenue, LLC.  
Thence along the said 650 Central Avenue, LLC lands

S 82°22'09" W 101.30 feet, and

S 16°09'41" E 44.98 feet,

to a point on the northerly line of Central Avenue. Thence southwesterly along the northerly line of Central Avenue,

S 73°28'29" W 86.27 feet,

to a point at the line of lands now or formerly of Hammer & Pickle, Inc. and now or formerly 638 Central Mills, LLC. Thence along the said 638 Central Mills, LLC lands the following, first

N 20°00'00" W 17.48 feet,

then on a non-tangent curve to the left, the center of which bears S33°56'39"W, the central angle of which is 60°16'39", the radius of which is 55.00 feet for 57.86 feet, then

S 63°40'00" W 32.60 feet,

then on a tangent curve to the left, the central angle of which is 36°22'43", the radius of which is 100.00 feet for 63.49 feet, and then

S 19°52'31" E 29.21 feet,

to another point on the northerly line of Central Avenue. Thence once again southwesterly along the northerly line of Central Avenue

S 61°42'29" W 50.54 feet,

to a point at the easterly line of Mechanic Street (Unimproved). Thence northerly along the easterly line of Mechanic Street

N 19°52'31" W 160.39 feet,

to a point. Thence southwesterly along the present northerly terminus of Mechanic Street

S 54°49'29" W 30.76 feet,

to a point at the line of the aforementioned lands formerly of Union Stove Works, formerly of Walter Legg & Co., Inc., and now or formerly of Retlaw Realty Corp. Thence along the said Retlaw Realty Corp. lands

N 19°52'31" W 90.87 feet

to the southerly line of Main Street and the point or place of beginning.



# **EXHIBIT B**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through June 5, 2020.

---

Selected Entity Name: 645 MAIN HOUSING DEVELOPMENT FUND COMPANY, INC.

Selected Entity Status Information

**Current Entity Name:** 645 MAIN HOUSING DEVELOPMENT FUND COMPANY, INC.

**DOS ID #:** 5741818

**Initial DOS Filing Date:** APRIL 23, 2020

**County:** WESTCHESTER

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC NOT-FOR-PROFIT CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

C/O HOUSING ACTION COUNCIL

55 SOUTH BROADWAY

TARRYTOWN, NEW YORK, 10591

**Registered Agent**

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
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No Information Available

\*Stock information is applicable to domestic business corporations.

### Name History

Filing Date	Name Type	Entity Name
APR 23, 2020	Actual	645 MAIN HOUSING DEVELOPMENT FUND COMPANY, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through April 28, 2020.

Selected Entity Name: 645 MAIN LIMITED PARTNERSHIP

Selected Entity Status Information

Current Entity Name: 645 MAIN LIMITED PARTNERSHIP

DOS ID #: 5743659

Initial DOS Filing Date: APRIL 28, 2020

County: WESTCHESTER

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED PARTNERSHIP

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O WILDER BALTER PARTNERS, INC.

480 BEDFORD ROAD

CHAPPAQUA, NEW YORK, 10514

Registered Agent

NONE

*Stock Information		
# of Shares	Type of Stock	\$ Value
No Information Available		

\*Stock information is applicable to domestic business corporations.

Name History		
Filing Date	Name Type	Entity Name
APR 28, 2020	Actual	645 MAIN LIMITED PARTNERSHIP

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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# **EXHIBIT C**

## WRITTEN CONSENT

The undersigned being a member in WB 645 Main LLC, a New York limited liability company (the "Company"), which is the managing general partner entity in 645 Main Limited Partnership (the Partnership"), hereby waives notice of a meeting and consents to and adopts the following resolutions:

**RESOLVED**, that the Company be, and it hereby is, authorized and directed to enter into, execute and deliver, all documents, agreements and instruments and to take any and all action necessary or desirable on behalf of, and for the benefit of, the Company, to implement, secure and/or consummate the entering into a Brownfield Cleanup Agreement (BCA) with the State of New York by the New York State Department of Environmental Conservation (NYSDEC); and

**RESOLVED**, that William G. Balter, as a member of the Company, which is the general managing partner in 645 Main Limited Partnership, is authorized to execute on behalf of the Company and the Partnership, any and all instruments and documents and to take any and all actions as he deems necessary or desirable to evidence, implement, secure and/or consummate the transactions as described above, including but not limited to the execution of a BCA Amendment with the NYSDEC to add the Partnership to the BCA and any and all future documents required in the Brownfield Cleanup Program including the environmental easement; and

**RESOLVED**, that all actions heretofore taken and all documents heretofore executed and all present and future actions taken in connection with the above and/or these resolutions, be, and they hereby are, ratified, confirmed and approved.

645 Main Limited Partnership

By: WB 645 Main LLC, its managing general partner

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

Name: William G. Balter

Title: Managing Member

Date: 5/1/2020