



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

1a. A copy of the recorded deed must be provided. Is this attached? ☒ Yes ☐ No

1b. ☒ Change in ownership ☐ Additional owner (such as a beneficial owner)

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

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

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

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

☐ Other (explain in detail below)

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

This BCA Amendment is being submitted because New Rochelle Tower Owner LLC has purchased three lots that make up a portion of the BCP Site. New Rochelle Tower Owner LLC has purchased 510 Main St (Lot 10), 506 Main St (Lot 11) and 500 Main St (Lot 12). This change in ownership will not affect the Site's ongoing remedial program. The deeds that reflect these transfers are attached as Exhibit A.

In addition, this Amendment is being submitted to add two entities to add two new applicants to the BCA. New Rochelle Tower Owner LLC and BRP 500 Main TC Owner LLC will be the new applicants. The NYS DOS Business Entity listings are attached as Exhibit B. The addition of the applicants will not affect the Site's ongoing remedial program. Written consent forms for the new entities are attached as Exhibit C. Site access agreements for the new owners are attached as Exhibit D.

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

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

Section I. Current Agreement Information		
BCP SITE NAME: 500 Main Street Laundry Site		BCP SITE NUMBER: C360199
NAME OF CURRENT APPLICANT(S): BRP 500 Main LLC c/o BRP Development Corporation		
INDEX NUMBER OF AGREEMENT: C360199		DATE OF ORIGINAL AGREEMENT: 06/03/2020
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME New Rochelle Tower Owner LLC		
ADDRESS 100 Park Avenue, 36th Floor		
CITY/TOWN New York, New York		ZIP CODE 10017
PHONE (212)488-1745	FAX (212)679-4039	E-MAIL ssmith@brpcompanies.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • 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 & 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.		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Steve Smith		
ADDRESS 100 Park Avenue, 36th Floor		
CITY/TOWN New York, New York		ZIP CODE 10017
PHONE (212)488-1745	FAX (212)679-4039	E-MAIL ssmith@brpcompanies.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) SESI Consulting Engineers, DPC, Fuad Dahan, P.E.		
ADDRESS 12A Maple Avenue		
CITY/TOWN Pine Brook, NJ		ZIP CODE 07058
PHONE (973) 808-9050	FAX (973) 808-9099	E-MAIL fd@sesi.org
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Linda Shaw, Esq., Knauf Shaw LLP		
ADDRESS 1400 Crossroads Building, 2 State Street		
CITY/TOWN Rochester, New York		ZIP CODE 14614
PHONE (585)546-8430	FAX (585)546-4324	E-MAIL lshaw@nyenvlaw.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: Requestor New Rochelle Tower Owner LLC has not relationship with the Existing Applicant other than New Rochelle Tower Owner LLC purchased a portion of the Site from the Existing Applicant.		

Section I. Current Agreement Information		
BCP SITE NAME: 500 Main Street Laundry Site		BCP SITE NUMBER: C360199
NAME OF CURRENT APPLICANT(S): BRP 500 Main LLC c/o BRP Development Corporation		
INDEX NUMBER OF AGREEMENT: C360199		DATE OF ORIGINAL AGREEMENT: 06/03/2020
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME BRP 500 Main TC Owner LLC		
ADDRESS c/o C T Corporation System, 28 Liberty St.		
CITY/TOWN New York, New York		ZIP CODE 10005
PHONE (212)488-1745	FAX (212)679-4039	E-MAIL ssmith@brpcompanies.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • 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 & 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.		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Steve Smith		
ADDRESS 100 Park Avenue, 36th Floor		
CITY/TOWN New York, New York		ZIP CODE 10017
PHONE (212)488-1745	FAX (212)679-4039	E-MAIL ssmith@brpcompanies.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) SESI Consulting Engineers, DPC, Fuad Dahan, P.E.		
ADDRESS 12A Maple Avenue		
CITY/TOWN Pine Brook, NJ		ZIP CODE 07058
PHONE (973) 808-9050	FAX (973) 808-9099	E-MAIL fd@sesi.org
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Linda Shaw, Esq., Knauf Shaw LLP		
ADDRESS 1400 Crossroads Building, 2 State Street		
CITY/TOWN Rochester, New York		ZIP CODE 14614
PHONE (585)546-8430	FAX (585)546-4324	E-MAIL lshaw@nyenvlaw.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: Applicant BRP 500 Main TC Owner LLC has no relationship with the Existing Applicant.		

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

OWNER'S NAME (if different from requestor) New Rochelle Tower Owner LLC

ADDRESS 100 Park Avenue, 36th Floor

CITY/TOWN New York, New York

ZIP CODE 10017

PHONE (212)488-1745

FAX (212)679-4039

E-MAIL ssmith@brpcompanies.com

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

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

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☒ Other Potential Operator

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

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

2. Check appropriate boxes below:

☐

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

2a. PARCELS ADDED:

Acreage
Added by
Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be added: _____

☐

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be removed: _____

☐

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

2c. NEW SBL INFORMATION:

Parcel Address

Section No. Block No. Lot No. Acreage

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

3. TOTAL REVISED SITE ACREAGE: _____

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website 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>From ECL 27-1405(31):</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: 500 Main Street Laundry Site	BCP SITE NUMBER: C360199
NAME OF CURRENT APPLICANT(S): BRP 500 Main LLC c/o BRP Development Corporation	
INDEX NUMBER OF AGREEMENT: C360199	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 06/03/2020	

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)
(Individual) 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. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title <u>member</u>) of (entity <u>New Rochelle Tower Owner LLC</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. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>10/7/21</u> Signature: <u>Steve Smith</u> Print Name: <u>Steve Smith</u>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 500 Main Street Laundry Site	BCP SITE NUMBER: C360199
NAME OF CURRENT APPLICANT(S): BRP 500 Main LLC c/o BRP Development Corporation	
INDEX NUMBER OF AGREEMENT: C360199	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 06/03/2020	

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)

(Individual)

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.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title member) of (entity BRP 500 Main TC Owner LLC); 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.

My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 10/7/21 Signature: Stc

Print Name: Steve Smith

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 member (title) of BRP 500 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. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 10/16/2021 Signature: Rashid Walker

Print Name: Rashid Walker

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

Effective Date of the Original Agreement: 06/03/2020

Signature by the Department:

DATED: 12/16/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Acting Director, DER

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 final, non-fillable Portable Document Format (PDF) must be sent to:

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____ Region 3

PROJECT MANAGER: _____ Michael Kilmer



October 12, 2021

VIA FEDERAL EXPRESS

Kelly A. Lewandowski, P.E. &
Leonard Zinoman
Chief Site Control Section
New York State Division of Environmental Conservation
Site Control Section
625 Broadway, 11th Floor
Albany, NY 12233

**RE: 500 Main Street Laundry Site
BCP Site #C360199
BCA Amendment – Change of Owner**

Dear Ms. Lewandowski:

It has recently come to our attention that New Rochelle Tower Owner LLC has purchased three of the lots (lots 10, 11 and 12) that make up this BCP Site New Rochelle Tower Owner LLC is being added to the BCA, along with BRP 500 Main TC Owner LLC.

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,

KNAUF SHAW LLP

LINDA R. SHAW

Encl.



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. Site Name: 500 Main Street Laundry Site **DEC Site ID No.** C360199

II. Contact Information of Person Submitting Notification:

Name: Linda Shaw, Esq., Knauf Shaw LLP
Address1: 1400 Crossroads Building, 2 State Street
Address2: Rochester, New York 14614
Phone: (585) 546 - 8430 E-mail: lshaw@nyenvlaw.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 7/29/2021

IV. Description: Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

New Rochelle Tower Owner LLC has purchased three lots that make up a portion of the BCP Site - 510 Main St (Lot 10), 506 Main St (Lot 11) and 500 Main St (Lot 12). The deeds that reflect these transfers are attached as Exhibit A. This new site owner New Rochelle Tower Owner LLC and another new volunteer - BRP 500 Main TC Owner LLC - are being added as volunteers to the BCA. The ownership change and additional volunteers will not affect the Site's remedial program.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: Stc 10/7/07
(Signature) (Date)

Steve Smith
(Print Name)

Address1: 100 Park Avenue, 36th Floor
Address2: New York, New York 10017
Phone: (212)488-1745 E-mail: ssmith@brpcompanies.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: New Rochelle Tower Owner LLC
Address1: 100 Park Avenue, 36th Floor
Address2: New York, New York 10017
Phone: (212)488-1745 E-mail: ssmith@brpcompanies.com

Certifying Party Name: Steve Smith
Address1: 100 Park Avenue, 36th Floor
Address2: New York, New York 10017
Phone: (212)488-1745 E-mail: ssmith@brpcompanies.com

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).


Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name: _____



(Signature)



(Date)

Steve Smith

(Print Name)

Address1: 100 Park Avenue, 36th Floor

Address2: New York, New York 10017

Phone: (212)488-1745

E-mail: ssmith@brpcompanies.com

EXHIBIT A

RECORD AND RETURN TO:

**KATTEN MUCHIN ROSENMAN LLP
575 MADISON AVENUE
NEW YORK, NEW YORK 10022
ATTENTION: ANDREW L. JAGODA, ESQ.**

THIS BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S ACTS is made as of July 29, 2021:

BETWEEN BRP 506 MAIN LLC, a New York limited liability company, having its principal office at 100 Park Avenue, 36th Floor, New York, New York 10017 ("**Grantor**"), and **NEW ROCHELLE TOWER OWNER LLC**, a New York limited liability company, having an office at 100 Park Avenue, 36th Floor, New York, New York 10017 ("**Grantee**").

WITNESSETH, that Grantor, in consideration of \$10.00 and other good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Westchester, City of New Rochelle, and State of New York, and being more particularly described on **Exhibit A** annexed hereto;

TOGETHER WITH all right, title and interest of Grantor, if any, in and to any streets and roads abutting the above described premises to the center lines thereof;

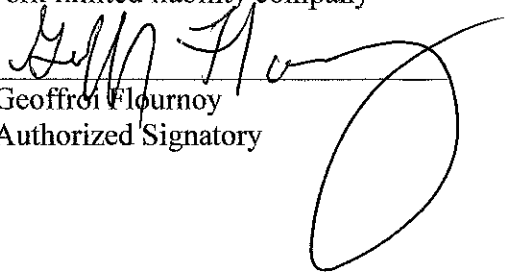
TOGETHER WITH the appurtenances and all the estates and rights of Grantor part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs or successors and assigns forever,

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this consideration 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.

IN WITNESS WHEREOF, Grantor has duly executed this Bargain and Sale Deed Without Covenant Against Grantor's Acts as of the day and year first above written.

BRP 506 MAIN LLC,
a New York limited liability company

By: 
Name: Geoffroi Flournoy
Title: Authorized Signatory

STATE OF NEW YORK)
 Westchester ✓) ss.:
COUNTY OF ~~NEW YORK~~)

BLORINA GASHI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GA6405087
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES MARCH 2, 2024

On this 14th day of July in the year 2021, before me, the undersigned, personally appeared Geoffroi Flournoy, 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

Exhibit A

Real Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, being bounded and described as follows:

BEGINNING at a point on the southerly side of Main Street, where the situate is intersected by the division line between the premises described herein and lands now or formerly of 510 Uniforms Inc., said point also being distant 24.08 feet easterly from the intersection of the southerly side of Main Street with the easterly side of Church Street; and

RUNNING THENCE along said southerly side of Main Street a course of North 48 degrees 49 minutes 50 seconds East 43.77 feet to a point on the division line between the premises described herein, and lands now or formerly of Raymond Lerner;

THENCE along said division line a course of South 35 degrees 55 minutes 30 seconds East, 125.00 feet to a point on the division line between the premises described herein, and lands now or formerly of French Speaking Baptist Church;

THENCE along said division line a course of South 53 degrees 57 minutes 13 seconds West, 37.71 feet to a point on the division line between the premises described herein, and lands now or formerly of 510 Uniforms Inc.;

THENCE along said division line a course of North 36 degrees 00 minutes 50 seconds West, 61.35 feet to an angle point;

THENCE continuing along said division line a course of North 41 degrees 27 minutes 30 seconds West, 60.01 feet to the southerly side of Main Street, the point or place of BEGINNING.

TOGETHER with an Easement or Right of Way extending westwardly over the following described premises:

BEGINNING at a point on the easterly side of Church Street distant 118.94 feet southerly from the intersection of the southerly side of Main Street and the easterly side of Church Street; and

RUNNING THENCE along said easterly side of Church Street a course of North 36 degrees 03 minutes 19 seconds West, 11.67 feet to a point;

THENCE a course of North 53 degrees 57 minutes 13 seconds East, 29.60 feet to a point on the division line between the premises described herein, and land now or formerly of 510 Uniforms Inc.;

THENCE along said division line a course of South 36 degrees 00 minutes 50 seconds East, 11.67 feet to a point on the division between the premises described herein, and lands now or formerly of 510 Uniforms Inc. and French Speaking Baptist Church;

THENCE along said division line a course of South 53 degrees 57 minutes 13 seconds West, 29.59 feet to a point on the easterly side of Church Street the point or place of BEGINNING.

Designated as Section 1, Block 215, Lot 11, Westchester County and also known as 506 Main Street, New Rochelle, New York 10810.

RECORD AND RETURN TO:

**KATTEN MUCHIN ROSENMAN LLP
575 MADISON AVENUE
NEW YORK, NEW YORK 10022
ATTENTION: ANDREW L. JAGODA, ESQ.**

THIS BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S ACTS is made as of July 29, 2021:

BETWEEN BRP 510 MAIN LLC, a New York limited liability company, having its principal office at 100 Park Avenue, 36th Floor, New York, New York 10017 ("**Grantor**"), and **NEW ROCHELLE TOWER OWNER LLC**, a New York limited liability company, having an office at 100 Park Avenue, 36th Floor, New York, New York 10017 ("**Grantee**").

WITNESSETH, that Grantor, in consideration of \$10.00 and other good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Westchester, City of New Rochelle, and State of New York, and being more particularly described on **Exhibit A** annexed hereto;

TOGETHER WITH all right, title and interest of Grantor, if any, in and to any streets and roads abutting the above described premises to the center lines thereof;

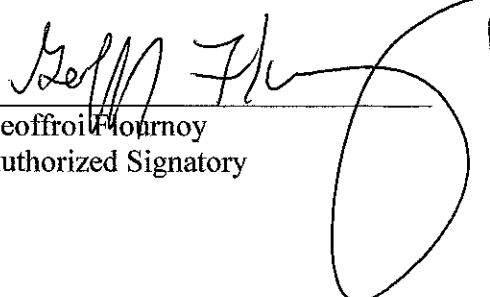
TOGETHER WITH the appurtenances and all the estates and rights of Grantor part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs or successors and assigns forever,

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this consideration 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.

IN WITNESS WHEREOF, Grantor has duly executed this Bargain and Sale Deed Without Covenant Against Grantor's Acts as of the day and year first above written.

BRP 510 MAIN LLC, a New York limited liability company

By: 
Name: Geoffroi Flornoy
Title: Authorized Signatory

STATE OF NEW YORK)
Westchester) ss.:
COUNTY OF NEW YORK)

BLORINA GASHI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GA6405087
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES MARCH 2, 2024

On this 14th day of July in the year 2021, before me, the undersigned, personally appeared Geoffroi Flornoy, 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

Exhibit A

Real Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, on the southeasterly corner of Main Street and Church Street and bounded and described as follows:

BEGINNING at the southeasterly corner of said plot, being the corner formed by the intersection of the southerly side of Main Street with the easterly side line of Church Street; and

RUNNING THENCE in an easterly direction along said southerly side of Main Street on a course, North 85 degrees 23' 40" East a distance of 24.08 feet to the northeasterly corner of the premises hereby described;

THENCE turning said corner and running in a general southerly direction, South 4 degrees 53' 40" East a distance of 60.00 feet to an angle point;

THENCE South 00 degrees 33' 00" West a distance of 61.35 feet to land now or formerly of the City of New Rochelle and the southeasterly corner of the premises hereby described;

THENCE turning said corner and running in a westerly direction along said land now or formerly of the City of New Rochelle and through a monument on a course,

North 89 degrees 29' 20" West a distance of 29.59 feet to the westerly side of Church Street at a point distant one inch West of a monument set in the ground;

RUNNING THENCE in a northerly direction along the said easterly side of Church Street on a course,

North 00 degrees 30' 40" East a distance of 118.94 feet to the southerly side of Main Street at the point or place of BEGINNING.

Designated as Section 1, Block 215, Lot 10, Westchester County and also known as 510 Main Street, New Rochelle, New York 10801.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 27th day of July , in the year 2021

BETWEEN New York Covenant Church, Inc. A Religious Corporation, 500 Main Street, New Rochelle, New York 10801

party of the first part, and New Rochelle Tower Owner LLC, a New York limited liability company, 100 Park Avenue, 36th Floor, New York, NY 10017

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

ten dollars

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

Legal Description Attached

Block 215

Lot 2

Commonly known as :

500 Main Street

New Rochelle, New York 10801

This conveyance has been made in accordance with the Order of the Honorable Justice David F. Everett of the Supreme Court of the County of Westchester under Index No. 58841-2018, filed 6/13/2018.

Title aquired from a Deed dated 01/16/2004, recorded 06/01/2004 in Control No. 441250911, made by Stanley M. Stern, Jane Stern (Now known as Jane Rosenau) and Babette S. Katz (now known as Babette S. Gruenberg).

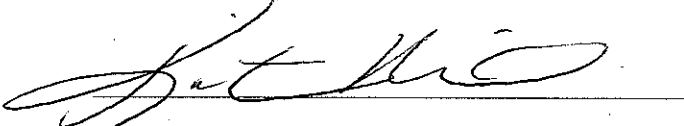
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **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.

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

IN PRESENCE OF:





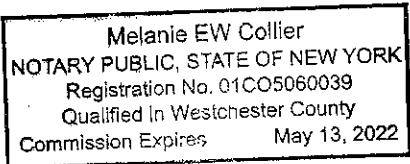
New York Covenant Church, Inc.
by David Randolph Holder, Pastor and CEO

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Westchester, ss:

On the 28th day of July in the year 2021, before me, the undersigned, personally appeared David Randolph Holder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Melanie EW Collier
NOTARY PUBLIC



ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of _____, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

Bargain & Sale Deed
With Covenants

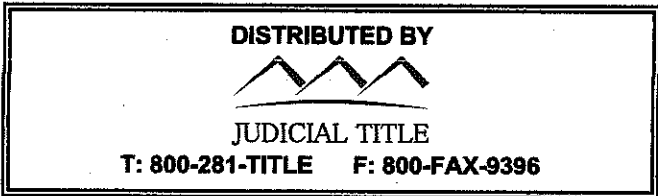
New York Covenant Church Inc.
TO
New Rochelle Tower Owner LLC,

Title No.

COUNTY: Westchester
TOWN/CITY: New Rochelle
PROPERTY ADDRESS: 500 Main Street, New Rochelle, New York
SECTION:
BLOCK: 215
LOT: 2

RETURN BY MAIL TO:

Alberto J. Delgado
Partner
Alvarez & Diaz-Silveira LLP
355 Alhambra Circle I Suite 1450 I Coral Gables, Florida 33134





Chicago Title Insurance Company

Title Number: CT17-00679-W

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Main Street, where the same is intersected by the division line between the premises described herein and lands now or formerly of Staljoan Realty Corp., said point also being distant 67.85 feet easterly from the intersection of the southerly side of Main Street with the easterly side of Church Street;

THENCE along the southerly side of Main Street on a course,

North 55 degrees 51 minutes 00 seconds East, 89.42 feet to the division line between the premises described herein, and lands now or formerly of 490 Main Street Corp., formerly of J.J. Crennan;

THENCE along said division line on a course,

South 30 degrees 46 minutes 40 seconds East, 208.645 feet to the southeasterly corner of the within described premises;

THENCE on a course,

South 52 degrees 48 minutes 58 seconds West, 164.79 feet to the easterly side of Church Street;

THENCE along the easterly side of Church Street,

North 29 degrees 00 minutes West, 37.085 feet, as measured and (37.055 per Record Description) to the division line between the premises described herein and lands now or formerly of the City of New Rochelle;

THENCE along said division line on a course,

North 54 degrees 17 minutes 30 seconds East, 67.30 feet to a point;

THENCE still along the division line between the premises described herein and lands now or formerly of the City of New Rochelle, and continuing along the division line between the premises described herein and lands now or formerly of Staljoan Realty Corp.,

North 28 degrees 45 minutes 50 seconds West, 179.03 feet to the southerly side of Main Street, the point or/and place of BEGINNING.

Said premises being more particularly bounded and described as follows:



Chicago Title Insurance Company

Title Number: CT17-00679-W

SCHEDULE A DESCRIPTION
(Continued)

ALL that certain plot, piece or parcel of land situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Main Street, said point being distant 67.86 feet easterly from the intersection of the southerly side of Main Street with the easterly side of Church Street;

RUNNING THENCE along the southerly side of Main Street North 48° 41' 20" East 89.42 feet to the division line between the premises described herein and lands now or formerly of 490 Main Street Corp., formerly of J.J. Crennan;

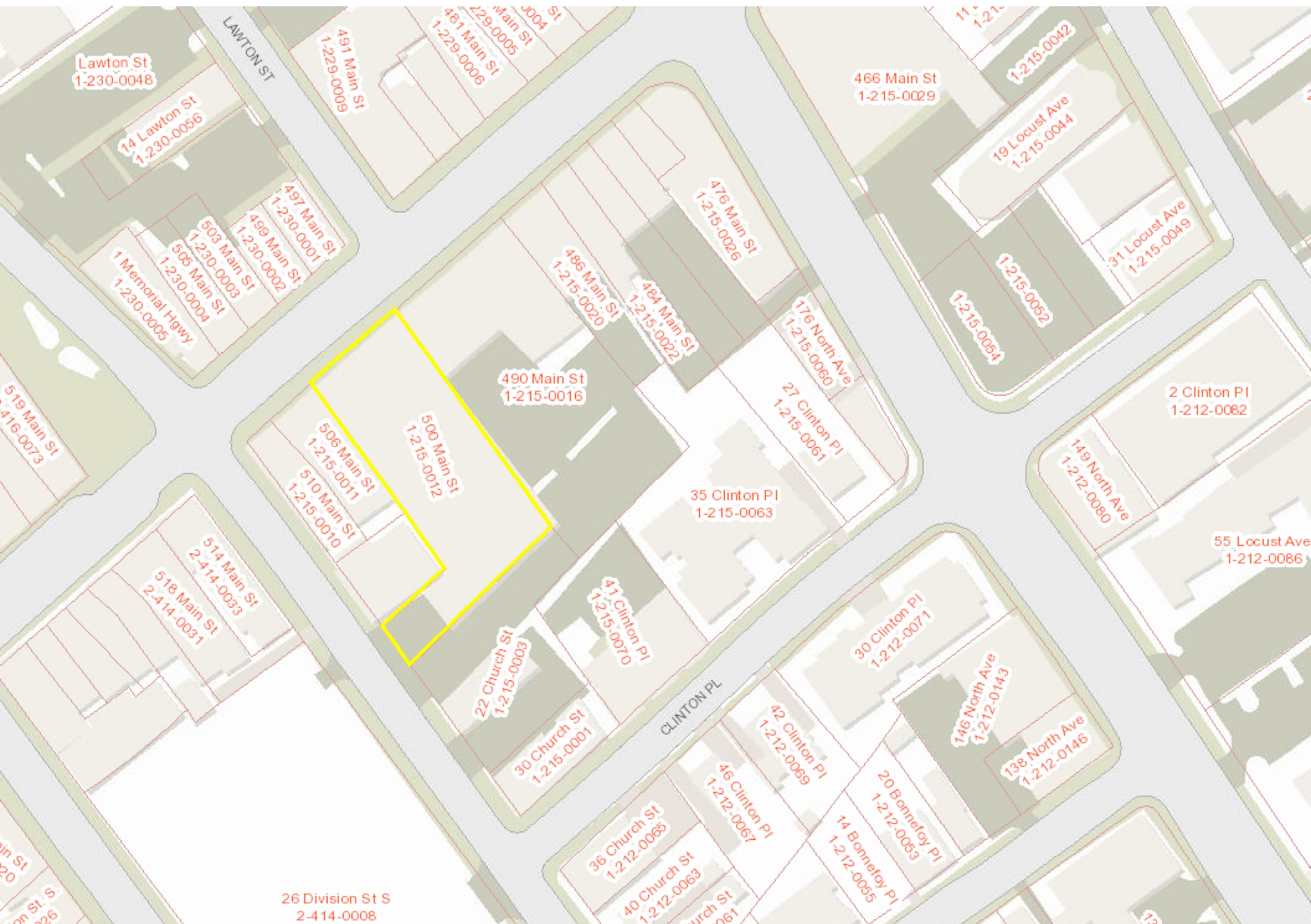
THENCE along said division line South 37° 56' 20" East 208.645 feet to the southeasterly corner of the premises herein described;

THENCE South 45° 39' 18" West 164.79 feet to the easterly side of Church Street;

THENCE northerly along the easterly side of Church Street North 36° 09' 40" West 37.085 feet to the division line between the premises herein described and lands now or formerly of French Speaking Baptist Church;

THENCE along the last mentioned division line North 47° 07' 50" East 67.30 feet to a point;

THENCE North 35° 55' 30" West 179.03 feet to the southerly side of Main Street and the point or place of BEGINNING.



Lawton St
1-230-0048

14 Lawton St
1-230-0056

497 Main St
1-230-0001
503 Main St
1-230-0003
506 Main St
1-230-0004
1 Memorial Hwy
1-230-0005

519 Main St
1-215-0073

514 Main St
2-414-0003
518 Main St
2-414-0001

26 Division St S
2-414-0008

490 Main St
1-215-0016

506 Main St
1-215-0011
510 Main St
1-215-0010

500 Main St
1-215-0012

22 Church St
1-215-0003

30 Church St
1-215-0001

41 Clinton Pl
1-215-0070

36 Church St
1-212-0065

40 Church St
1-212-0063

35 Clinton Pl
1-215-0063

476 Main St
1-215-0026

484 Main St
1-215-0022

486 Main St
1-215-0020

176 North Ave
1-215-0060

27 Clinton Pl
1-215-0061

466 Main St
1-215-0029

1-215-0042

19 Locust Ave
1-215-0044

31 Locust Ave
1-215-0049

1-215-0052
1-215-0054

2 Clinton Pl
1-212-0082

149 North Ave
1-212-0080

55 Locust Ave
1-212-0086

30 Clinton Pl
1-212-0071

146 North Ave
1-212-0143

138 North Ave
1-212-0146

42 Clinton Pl
1-212-0069

46 Clinton Pl
1-212-0067

20 Bonney Pl
1-212-0063
14 Bonney Pl
1-212-0065

EXHIBIT B

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME:

BRP 500 MAIN TC OWNER LLC

FOREIGN LEGAL NAME:

ENTITY TYPE:

DOMESTIC LIMITED LIABILITY COMPANY

SECTION OF LAW:

203 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING:

01/26/2021

EFFECTIVE DATE INITIAL FILING:

01/26/2021

FOREIGN FORMATION DATE:

COUNTY:

New York

JURISDICTION:

New York, United States

DOS ID:

5926762

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:

Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:

CURRENT

NEXT STATEMENT DUE DATE:

01/31/2023

NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, United States, 10005

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

Department of State Division of Corporations

Entity Information

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

Entity Details

ENTITY NAME:
NEW ROCHELLE TOWER OWNER LLC

FOREIGN LEGAL NAME:

ENTITY TYPE:
DOMESTIC LIMITED LIABILITY COMPANY

SECTION OF LAW:
203 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING:
01/26/2021

EFFECTIVE DATE INITIAL FILING:
01/26/2021

FOREIGN FORMATION DATE:

COUNTY:
New York

JURISDICTION:
New York, United States

DOS ID:
5926701

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:
Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:
CURRENT

NEXT STATEMENT DUE DATE:
01/31/2023

NFP CATEGORY:

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

Service of Process Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, United States, 10005

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

EXHIBIT C

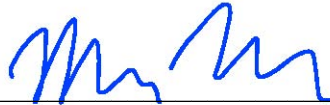
WRITTEN CONSENT

The undersigned, being a Member of New Rochelle Tower Owner LLC, does hereby certify as follows:

1. New Rochelle Tower Owner LLC is the volunteer for the Brownfield Cleanup Program (BCP) Site located at 500 Main Street (Section 1, Block 215, Lot 12); 506 Main Street (Section 1, Block 215, Lot 11); 510 Main Street (Section 1, Block 215, Lot 10); and 12 Church Street (Section 1, Block 215, Lot 8) (collectively the "BCP Site"). The BCP Site is known as the 500 Main Street Laundry Site and the BCP Site Number is C360199.

2. The following person, Steve Smith, a member of New Rochelle Tower Owner LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer New Rochelle Tower Owner LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 24th day of September, 2021.



Meredith Marshall
Member of New Rochelle Tower Owner LLC

WRITTEN CONSENT

The undersigned, being a Member of BRP 500 Main TC Owner LLC, does hereby certify as follows:

1. BRP 500 Main TC Owner LLC is the volunteer for the Brownfield Cleanup Program (BCP) Site located at 500 Main Street (Section 1, Block 215, Lot 12); 506 Main Street (Section 1, Block 215, Lot 11); 510 Main Street (Section 1, Block 215, Lot 10); and 12 Church Street (Section 1, Block 215, Lot 8) (collectively the "BCP Site"). The BCP Site is known as the 500 Main Street Laundry Site and the BCP Site Number is C360199.

2. The following person, Steve Smith, a member of BRP 500 Main TC Owner LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer BRP 500 Main TC Owner LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 24th day of September, 2021.



Meredith Marshall
Member of BRP 500 Main TC Owner LLC

WRITTEN CONSENT

The undersigned, being a Member of BRP 500 Main LLC does hereby certify as follows:

1. BRP 500 Main LLC is the prospective volunteer for the 500 Main Street Site located at 500 (Block 215, Lot 12), 506 (Block 215, Lot 11) and 510 (Block 215, Lot 10) Main Street and 12 Church Street (Block 215 Lot 8), New Rochelle, NY (the "Site").

2. The following person, Rashid A. Walker, a member of BRP 500 Main LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer BRP 500 Main LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 22 day of October 2019.


Rashid A. Walker

EXHIBIT D

Jean Luzincourt, Pastor
French Speaking Baptist Church of New Rochelle
12 Church Street
New Rochelle, New York 10801

**Re: Site Access to Perform Brownfield Cleanup Program Work
500 Main Street Chinese Laundry Site
500 Main Street, 506 Main Street, 510 Main Street and 12 Church Street
New Rochelle, New York 10801**

Dear Pastor Luzincourt:

New Rochelle Tower Owner LLC and BRP 500 Main TC Owner LLC are submitting a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation to voluntarily investigate and remediate the following properties: 500 Main Street (Section 1, Block 215, Lot 12); 506 Main Street (Section 1, Block 215, Lot 11); 510 Main Street (Section 1, Block 215, Lot 10); and 12 Church Street (Section 1, Block 215, Lot 8) (the "BCP Site"). The BCP Site is known as the 500 Main Street Laundry Site and the BCP Site Number is C360199. We need your written permission below to access your property for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

If you agree to sign below, you are granting us what is known as a "temporary license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins.

In addition, in the unlikely circumstance that you still own the BCP Site when the remediation is complete and the Certificate of Completion is about to be obtained, and a Track 1 remediation level is not achieved, you are hereby also agreeing to impose an environmental easement on the BCP Site if required by the New York State Department of Environmental Conservation.

If you have any questions, please do not hesitate to call Steve Smith, our Project Manager at (212) 488-1745. Otherwise, please sign below so that this work can proceed.

Thank you for your cooperation.

Sincerely,



New Rochelle Tower Owner LLC

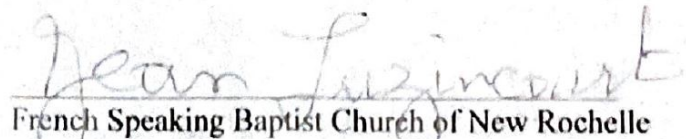
By. Steve Smith
Member



BRP 500 Main TC Owner LLC

By. Steve Smith
Member

As a member of the site owner, I am authorized to grant this temporary license and agree to allow New Rochelle Tower Owner LLC and BRP 500 Main TC Owner LLC and their agents to enter my property to perform the BCP Investigation and/or remediation work required.



French Speaking Baptist Church of New Rochelle
By. Jean Luzincourt, Pastor
Authorized Signatory

New Rochelle Tower Owner LLC
100 Park Avenue, 36th Floor
New York, New York 10017

**Re: Site Access to Perform Brownfield Cleanup Program Work
500 Main Street Chinese Laundry Site
500 Main Street, 506 Main Street, 510 Main Street and 12 Church Street
New Rochelle, New York 10801**

Dear Mr, Smith:

BRP 500 Main LLC and BRP 500 Main TC Owner LLC are submitting a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation to voluntarily investigate and remediate the following properties: 500 Main Street (Section 1, Block 215, Lot 12); 506 Main Street (Section 1, Block 215, Lot 11); 510 Main Street (Section 1, Block 215, Lot 10); and 12 Church Street (Section 1, Block 215, Lot 8) (the "BCP Site"). The BCP Site is known as the 500 Main Street Laundry Site and the BCP Site Number is C360199. As you know, New Rochelle Tower Owner LLC owns three lots that make up a portion of the aforementioned BCP Site. We need your written permission below to access your property for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

If you agree to sign below, you are granting us what is known as a "temporary license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins.

In addition, in the unlikely circumstance that you still own the BCP Site when the remediation is complete and the Certificate of Completion is about to be obtained, and a Track 1 remediation level is not achieved, you are hereby also agreeing to impose an environmental easement on the BCP Site if required by the New York State Department of Environmental Conservation.

If you have any questions, please do not hesitate to call Steve Smith, our Project Manager at (212) 488-1745. Otherwise, please sign below so that this work can proceed.

Thank you for your cooperation.

Sincerely,



BRP 500 Main LLC

By. Steven C. Smith
Managing Director



BRP 500 Main TC Owner LLC

By. Steve Smith
Member

As a member of the site owner, I am authorized to grant this temporary license and agree to allow BRP 500 Main LLC and BRP 500 Main TC Owner LLC and its agents to enter my property to perform the BCP Investigation and/or remediation work required.



New Rochelle Tower Owner LLC

By. Steve Smith
Member

BRP 500 Main LLC
c/o BRP Development Corp.
767 Third Avenue, 33rd Floor
New York, New York 10017

Jean Luzincourt, Pastor
French Speaking Baptist Church of New Rochelle
12 Church Street
New Rochelle, New York 10801

Re: Site Access to Perform Brownfield Cleanup Program Work
500 Main Street Laundry Site
500 Main Street, 506 Main Street, 510 Main Street and 12 Church Street
New Rochelle, New York 10801

Dear Pastor Luzincourt:

BRP 500 Main LLC is submitting a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation to voluntarily investigate and remediate the following properties: 500 Main Street (Section 1, Block 215, Lot 12); 506 Main Street (Section 1, Block 215, Lot 11); 510 Main Street (Section 1, Block 215, Lot 10); and 12 Church Street (Section 1, Block 215, Lot 8); (the "BCP Site"). As you know, The French Speaking Baptist Church of New Rochelle owns 12 Church Street (Section 1, Block 215, Lot 8), which makes up a portion of the BCP Site. We need your written permission below to access your property for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

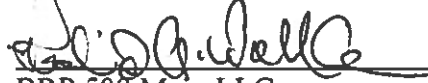
If you agree to sign below, you are granting us what is known as a "temporary license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins. If you have any questions, please do not hesitate to call me at (212) 488-4169. Otherwise, please sign below so that this work can proceed.

We are planning what is called a Track 1 cleanup because we are digging down deep to fully remediate the BCP Site and install the foundation for our planned building. If all contaminated soil is successfully removed, an environmental easement will not be necessary. However, to the extent an environmental easement is required for the BCP Site after the remediation is complete because a Track 1 remediation was unable to be achieved, and in the unusual circumstance that the Church still owns the property at that time, you are also herein agreeing to execute the easement and giving us permission to record the easement on the BCP Site to give the NYSDEC access to ensure the BCP Site is properly maintained pursuant to all program

requirements. However, we will be responsible for any of the easement requirements on the portion of your property that will be covered by the easement.

Thank you for your cooperation.

Sincerely,



BRP 500 Main LLC

By. Rashid Walker
Managing Director

As a member of the site owner, I am authorized to grant this temporary license and agree to allow BRP 500 Main LLC and its agents to enter my property to perform the BCP Investigation and/or remediation work required.



French Speaking Baptist Church of New
Rochelle

By. Pastor Jean Luzincourt,
Authorized Signatory

NEW ROCHELLE TOWER OWNER LLC
REQUESTOR CERTIFICATION

The Requestor New Rochelle Tower Owner LLC certifies it is a Volunteer. The Requestor has no nor has ever had any relationship with any of the past owners or operators of the Site except that Requestor New Rochelle Tower Owner LLC recently purchased several parcels that make up the Site. Requestor New Rochelle Tower Owner LLC did not have involvement with the Site at the time of disposal. Further, affiliates of Requestor have no, nor have ever, had any relationship with any of the past owners or operators of the Site other than through parcel acquisition, nor did they have any involvement with the Site at the time of disposal.

A handwritten signature in blue ink, appearing to read 'S t c c', is positioned above the printed name of the signatory.

New Rochelle Tower Owner LLC

By. Steve Smith
Member

BRP 500 MAIN TC OWNER LLC
REQUESTOR CERTIFICATION

The Requestor BRP 500 Main TC Owner LLC certifies that it is a volunteer. First, it does not directly own any of the parcels that make up the BCP Site. Second, while one BRP affiliated company owns portions of the Site, these acquisitions were recent, and the entity performed due diligence which did not reveal any tanks or active spills on these parcels acquired. The Requestor has no, nor ever had, any relationship with any of the past owners or operators of the Site, nor did it have involvement with the Site at the time of disposal. BRP's affiliated companies have no nor have ever had any relationship with any of the past owners or operators of the Site other than through parcel acquisition, nor did they have any involvement with the Site at the time of disposal.

A handwritten signature in blue ink, appearing to read 'S t c c', is positioned above a horizontal line.

BRP 500 Main TC Owner LLC
By. Steve Smith
Member