



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

DEC requires an application to request major changes to the description of the property set forth in a Brownfield Cleanup Agreement, or "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). Such application must be submitted and processed in the same manner as the original application, including the required public comment period. **Is this an application to amend an existing BCA?**

Yes No If yes, provide existing site number: _____

PART A (note: application is separated into Parts A and B for DEC review purposes) BCP App Rev 10

Section I. Requestor Information - See Instructions for Further Guidance		DEC USE ONLY BCP SITE #:
NAME Mack-Cali CW Realty Associates L.L.C.		
ADDRESS 210 Hudson Street, Suite 400		
CITY/TOWN Jersey City, NJ		ZIP CODE 07311
PHONE (732) 590-1010	FAX	E-MAIL gwagner@mack-cali.com
<p>Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> 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 the New York State Department of Environmental Conservation (DEC) with the application to document that the requestor is authorized to do business in NYS. Please note: If the requestor is an LLC, the members/owners names need to be provided on a separate attachment. <i>See Attachment 1</i> <p>Do all individuals that will be certifying documents meet the requirements detailed below? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Documents that are not properly certified will be not approved under the BCP. 		

Section II. Project Description

1. What stage is the project starting at? Investigation Remediation

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

2. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): Yes No

3. Please attach a short description of the overall development project, including: *See Attachment 2*

- the date that the remedial program is to start; and
- the date the Certificate of Completion is anticipated.

Section III. Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish contamination of environmental media on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the property. *See Attachment 3*

To the extent that existing information/studies/reports are available to the requestor, please attach the following (*please submit the information requested in this section in electronic format only*):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903). **Please submit a separate electronic copy of each report in Portable Document Format (PDF).** *See Attachment 3*

2. **SAMPLING DATA: INDICATE KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. LABORATORY REPORTS SHOULD BE REFERENCED AND COPIES INCLUDED.**

Contaminant Category	Soil	Groundwater	Soil Gas
Petroleum			
Chlorinated Solvents			PCE (13,000 ug/m3 and 650 ug/l) and TCE (470 ug/m3)
Other VOCs			
SVOCs			
Metals			
Pesticides			
PCBs			
Other*			

*Please describe: _____

3. FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:

- SAMPLE LOCATION
- DATE OF SAMPLING EVENT
- KEY CONTAMINANTS AND CONCENTRATION DETECTED
- FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE
- FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5
- FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED.

ARE THE REQUIRED MAPS INCLUDED WITH THE APPLICATION?* Yes No *See Attachment 4*
 (*answering No will result in an incomplete application)

4. INDICATE PAST LAND USES (CHECK ALL THAT APPLY):

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Coal Gas Manufacturing | <input checked="" type="checkbox"/> Manufacturing | <input type="checkbox"/> Agricultural Co-op | <input type="checkbox"/> Dry Cleaner |
| <input type="checkbox"/> Salvage Yard | <input type="checkbox"/> Bulk Plant | <input type="checkbox"/> Pipeline | <input type="checkbox"/> Service Station |
| <input type="checkbox"/> Landfill | <input type="checkbox"/> Tannery | <input type="checkbox"/> Electroplating | <input type="checkbox"/> Unknown |

Other: Commercial

Section IV. Property Information - See Instructions for Further Guidance					
PROPOSED SITE NAME 5 Westchester Plaza					
ADDRESS/LOCATION 5 Westchester Plaza					
CITY/TOWN Village of Elmsford		ZIP CODE 10523			
MUNICIPALITY(IF MORE THAN ONE, LIST ALL): Township of Greenburgh					
COUNTY Westchester		SITE SIZE (ACRES) 0.46			
LATITUDE (degrees/minutes/seconds) 41 ° 4 ' 7.79 "		LONGITUDE (degrees/minutes/seconds) 73 ° 48 ' 38.71 "			
Complete tax map information for all tax parcels included within the proposed site boundary. If a portion of any lot is proposed, please indicate as such by inserting "P/O" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding far right column. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS. See Attachment 5					
Parcel Address		Section No.	Block No.	Lot No.	Acreage
1-3-5 Westchester Plaza, Elmsford, NY		7.12	19	P/O 8	0.46
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site. <i>See Attachment 6</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
2. Is the required property map attached to the application? (application will not be processed without map) <i>See Attachment 7</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
If yes, identify census tract : _____					
Percentage of property in En-zone (check one): <input type="checkbox"/> 0-49% <input type="checkbox"/> 50-99% <input type="checkbox"/> 100%					
4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
If yes, identify name of properties (and site numbers if available) in related BCP applications: _____					
5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
6. Has the property previously been remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach relevant supporting documentation.					
7. Are there any lands under water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, these lands should be clearly delineated on the site map.					

Section IV. Property Information (continued)

8. Are there any easements or existing rights of way that would preclude remediation in these areas? If yes, identify here and attach appropriate information. Yes No

Easement/Right-of-way Holder

Description

9. List of Permits issued by the DEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

10. Property Description and Environmental Assessment – **please refer to application instructions for the proper format of each narrative requested.**

Are the Property Description and Environmental Assessment narratives included in the **prescribed format?** *See Attachment 8*

Yes No

Note: Questions 11 through 13 only pertain to sites located within the five counties comprising New York City N/A

11. Is the requestor seeking a determination that the site is eligible for tangible property tax credits? Yes No

If yes, requestor must answer questions on the supplement at the end of this form.

12. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down? Yes No

13. If you have answered Yes to Question 12, above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application? Yes No

NOTE: If a tangible property tax credit determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: _____

BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)

Section V. Additional Requestor Information See Instructions for Further Guidance		DEC USE ONLY	
		BCP SITE NAME: _____ BCP SITE #: _____	
NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE Gary Wagner			
ADDRESS 210 Hudson St., Suite 400			
CITY/TOWN Jersey City, NJ		ZIP CODE 07311	
PHONE (732) 326-1010	FAX (732) 326-1212	E-MAIL gwagner@mack-cali.com	
NAME OF REQUESTOR'S CONSULTANT Matt Bruno - Peak Environmental LLC			
ADDRESS 26 Kennedy Blvd.			
CITY/TOWN East Brunswick, NJ		ZIP CODE 08816	
PHONE (732) 326-1010	FAX (732) 326-1212	E-MAIL mbruno@peak-environmental.com	
NAME OF REQUESTOR'S ATTORNEY Jay Jaffe - Greenbaum, Rowe, Smith & Davis LLP			
ADDRESS 75 Livingston Avenue, Suite 301			
CITY/TOWN Roseland, NJ		ZIP CODE 07068	
PHONE (732) 476-2418	FAX (732) 476-2419	E-MAIL jjaffe@greenbaumlaw.com	
Section VI. Current Property Owner/Operator Information – if not a Requestor			
CURRENT OWNER'S NAME Clearbrook Cross LLC		OWNERSHIP START DATE: March 2019	
ADDRESS 100 Clearbrook Rd., Suite 2			
CITY/TOWN Elmsford		ZIP CODE 10523	
PHONE 914-593-7929	FAX _____	E-MAIL rsblendorio@rmcdev.com	
CURRENT OPERATOR'S NAME Multiple - See Attachment 9			
ADDRESS _____			
CITY/TOWN _____		ZIP CODE _____	
PHONE _____	FAX _____	E-MAIL _____	
PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE". <div style="text-align: right;"><i>See Attachment 9</i></div> IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER.			
Section VII. Requestor Eligibility Information (Please refer to ECL § 27-1407)			
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?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Section VII. Requestor Eligibility Information (continued)

4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the ECL Article 27; ii) any order or determination; iii) any regulation implementing Title 14; or iv) any similar statute, 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, DEC 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 DEC, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to DEC? 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 REQUESTOR MUST CERTIFY THAT HE/SHE 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 hazardous waste or discharge of petroleum or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

VOLUNTEER *See Attachment 14*

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.

Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

- Previous Owner Current Owner Potential /Future Purchaser Other _____

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?

Yes No See Attachment 10, paragraph 3 & 6

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

Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment. Yes No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305?
If yes, please provide: Site # _____ Class # _____ Yes No
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____ Yes No
4. If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation. Yes No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?
If yes, please provide: Order # _____ Yes No
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?
If yes, please provide explanation as an attachment. Yes No

Section IX. Contact List Information

To be considered complete, the application must include the Brownfield Site Contact List in accordance with DER-23 / Citizen Participation Handbook for Remedial Programs. Please attach, at a minimum, the names and addresses of the following: *See Attachment 11*

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

Section X. Land Use Factors

1. What is the current municipal zoning designation for the site? PD - Planned Development

What uses are allowed by the current zoning? (Check boxes, below)

Residential Commercial Industrial

If zoning change is imminent, please provide documentation from the appropriate zoning authority.

2. Current Use: Residential Commercial Industrial Vacant Recreational (check all that apply)

Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.

See Attachment 12

3. Reasonably anticipated use Post Remediation: Residential Commercial Industrial (check all that apply) **Attach a statement detailing the specific proposed use.**

If residential, does it qualify as single family housing? *See Attachment 13* Yes No

4. Do current historical and/or recent development patterns support the proposed use?

Yes No

5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.

Yes No

The current site use as a commercial property, is not expected to change and is consistent with the current zoning of "PD" - Nonresidential Planned Development District.

6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.

Yes No

The proposed use is consistent with the county master plan "Westchester 2025". There is no master land use plan for Elmsford.

XI. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hererby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____ Signature: _____
Print Name: _____

(By a requestor other than an individual)

**Mack-Cali CW Realty*

I hereby affirm that I am General Counsel* (title) of Associates L.L.C. (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree: (1) to execute a BCA within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Date: 12/18/20 Signature: By Gary T. Wagner
Print Name: Gary T. Wagner, General Counsel and Secretary*

*Mack-Cali CW Realty Associates L.L.C. **

SUBMITTAL INFORMATION:

- **Two (2)** copies, one paper 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

**Gary T. Wagner is General Counsel and Secretary of Mack-Cali Realty Corporation, the general partner of Mack-Cali Realty, L.P., the sole member of Mack-Cali CW Realty Associates L.L.C., the party submitting this Brownfield Cleanup Program Application*

FOR DEC USE ONLY

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

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City ONLY. Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a) must be submitted if requestor is seeking this determination.

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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 NYS Tax Law 21(b)(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down or underutilized as defined below?	Upside Down? <input type="checkbox"/> Yes <input type="checkbox"/> No Underutilized? <input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31):	
"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	
From 6 NYCRR 375-3.2(I) as of August 12, 2016: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)	
375-3.2:	
(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and	
(1) the proposed use is at least 75 percent for industrial uses; or	
(2) at which:	
(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;	
(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and	
(iii) one or more of the following conditions exists, as certified by the applicant:	
(a) property tax payments have been in arrears for at least five years immediately prior to the application;	
(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or	
(c) there are no structures.	
"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City (continued)

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

- Project is an Affordable Housing Project - Regulatory Agreement Attached;
- Project is Planned as Affordable Housing, But Agreement is Not Yet Available* (*Checking this box will result in a "pending" status. The Regulatory Agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.);
- This is Not an Affordable Housing Project.

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

(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.

(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

BCP Application Summary (for DEC use only)

Site Name: 5 Westchester Plaza
City: Village of Elmsford

Site Address: 5 Westchester Plaza
County: Westchester **Zip:** 10523

Tax Block & Lot
Section (if applicable): 7.12 **Block:** 19 **Lot:** P/O 8

Requestor Name: Mack-Cali CW Realty Associates L.L.C. **Requestor Address:** 210 Hudson Street, Suite 400
City: Jersey City, NJ **Zip:** 07311 **Email:** gwagner@mack-cali.com

Requestor's Representative (for billing purposes)
Name: Gary Wagner **Address:** 210 Hudson St., Suite 400
City: Jersey City, NJ **Zip:** 07311 **Email:** gwagner@mack-cali.com

Requestor's Attorney
Name: Jay Jaffe - Greenbaum, Rowe, Smith & Davis LLP **Address:** 75 Livingston Avenue, Suite 301
City: Roseland, NJ **Zip:** 07068 **Email:** jjaffe@greenbaumlaw.com

Requestor's Consultant
Name: Matt Bruno - Peak Environmental LLC **Address:** 26 Kennedy Blvd.
City: East Brunswick, NJ **Zip:** 08816 **Email:** mbruno@peak-environmental.com

Percentage claimed within an En-Zone: 0% <50% 50-99% 100%

DER Determination: Agree Disagree

Requestor's Requested Status: Volunteer Participant

DER/OGC Determination: Agree Disagree

Notes:

For NYC Sites, is the Requestor Seeking Tangible Property Credits: Yes No

Does Requestor Claim Property is Upside Down: Yes No

DER/OGC Determination: Agree Disagree Undetermined

Notes:

Does Requestor Claim Property is Underutilized: Yes No

DER/OGC Determination: Agree Disagree Undetermined

Notes:

Does Requestor Claim Affordable Housing Status: Yes No Planned, No Contract

DER/OGC Determination: Agree Disagree Undetermined

Notes:

ATTACHMENT 1

NYS Department of State's Corporation and Business Entity Database Information

&

Company Ownership Information

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through May 23, 2019.

Selected Entity Name: MACK-CALI CW REALTY ASSOCIATES L.L.C.

Selected Entity Status Information

Current Entity Name: MACK-CALI CW REALTY ASSOCIATES L.L.C.

DOS ID #: 2321477

Initial DOS Filing Date: DECEMBER 03, 1998

County: WESTCHESTER

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

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 CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NEW YORK, 12207-2543

Registered Agent

CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NEW YORK, 12207-2543

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address

(es) of the original members, however this information is not recorded and only available by [viewing the certificate.](#)

***Stock Information**

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

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 03, 1998	Actual	MACK-CALI CW REALTY ASSOCIATES L.L.C.

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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ATTACHMENT 1: COMPANY OWNERSHIP INFORMATION

Mack-Cali Realty Corporation is the general partner of Mack-Cali Realty, L.P. Mack-Cali Realty, L.P. is the sole member of Mack-Cali CW Realty Associates L.L.C.

ATTACHMENT 2

Description of the proposed development

ATTACHMENT 2: DESCRIPTION OF PROJECT

The remedial program at 5 Westchester Plaza, Elmsford, NY (Site) is being developed to investigate and mitigate the presence of tetrachloroethene (PCE) and trichloroethene (TCE) detected in sub-slab soil gas samples collected in March 2019. The remedial program is expected to start February 2021 and a Certificate of Completion is anticipated by June 2022.

ATTACHMENT 3

Environmental History

ATTACHMENT 3: ENVIRONMENTAL HISTORY

A former tenant of 5 Westchester Plaza, Clinical Technologies Association, was identified as having generated hazardous wastes containing chlorinated volatile organic compounds (CVOCs) in 1983 and 1990. Soil and sub-slab soil gas sampling was performed for due diligence purposes.

Soil samples collected from beneath the Site did not contain CVOCs exceeding applicable New York State Department of Environmental Conservation (NYSDEC) soil cleanup objectives.

Sub-slab soil gas sampling results revealed concentrations of tetrachloroethene (PCE) and trichloroethene (TCE) in sub-slab soil gas exceeding applicable New York State Department of Health (NYSDOH) screening levels beneath the former Clinical Technology Association leasehold, which is currently unoccupied.

ATTACHMENT 4

Sample Location and Data Summary Drawings

Soil Vapor/Indoor Air Matrix 1

SUB-SLAB VAPOR CONCENTRATION of COMPOUND ($\mu\text{g}/\text{m}^3$)	INDOOR AIR CONCENTRATION of COMPOUND ($\mu\text{g}/\text{m}^3$)			
	< 0.25	0.25 to < 1	1 to < 5.0	5.0 and above
< 5	1. No further action	2. Take reasonable and practical actions to identify source(s) and reduce exposures	3. Take reasonable and practical actions to identify source(s) and reduce exposures	4. Take reasonable and practical actions to identify source(s) and reduce exposures
5 to < 50	5. No further action	6. MONITOR	7. MONITOR	8. MITIGATE
50 to < 250	9. MONITOR	10. MONITOR/MITIGATE	11. MITIGATE	12. MITIGATE
250 and above	13. MITIGATE	14. MITIGATE	15. MITIGATE	16. MITIGATE

Notes

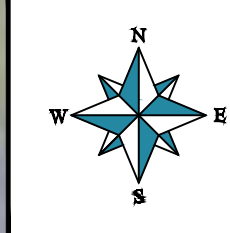
Matrix obtained from New York State Department of Health Guidance for Evaluating Soil Vapor Intrusion in the State of New York Decision Matrix 1 for carbon tetrachloride and trichloroethene

Soil Vapor/Indoor Air Matrix 2

SUB-SLAB VAPOR CONCENTRATION of COMPOUND ($\mu\text{g}/\text{m}^3$)	INDOOR AIR CONCENTRATION of COMPOUND ($\mu\text{g}/\text{m}^3$)			
	< 3	3 to < 30	30 to < 100	100 and above
< 100	1. No further action	2. Take reasonable and practical actions to identify source(s) and reduce exposures	3. Take reasonable and practical actions to identify source(s) and reduce exposures	4. Take reasonable and practical actions to identify source(s) and reduce exposures
100 to < 1,000	5. No further action	6. MONITOR/MITIGATE	7. MITIGATE	8. MITIGATE
1,000 and above	9. MITIGATE	10. MITIGATE	11. MITIGATE	12. MITIGATE

Notes

Matrix obtained from New York State Department of Health Guidance for Evaluating Soil Vapor Intrusion in the State of New York Decision Matrix 2 for tetrachloroethene and 1,1,1-trichloroethane



PEAK ENVIRONMENTAL LLC
 26 Kennedy Boulevard, Suite A, East Brunswick, NJ 08816
 Phone: 732-326-1010 www.peak-environmental.com

LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - SITE BOUNDARY LINE
- SOIL VAPOR SAMPLE
- = COMPLIANT
- = NON-COMPLIANT
- = NOT ANALYZED

SOURCE:

1. MAP CREATED IN HARN/NY.NY-EF, NEW YORK STATE PLANE, EAST ZONE, U.S. SURVEY FOOT
2. AERIAL IMAGE FROM 2019 GOOGLE MAPS.
3. SITE BOUNDARY GRAPHICALLY SHOWN PER THE WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS WEBSITE.

**SOIL-GAS SAMPLE LOCATION MAP
OCTOBER 30, 2020**

**5 WESTESTER PLAZA
ELMSFORD, NEW YORK**

PROJECT: 2847

DATE: OCTOBER 30, 2020

DRAWN BY: JK

CHECKED BY: MB

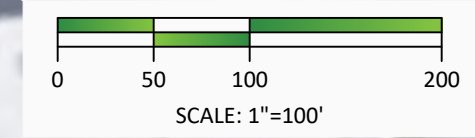
ATTACHMENT

4

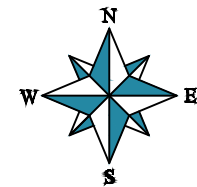
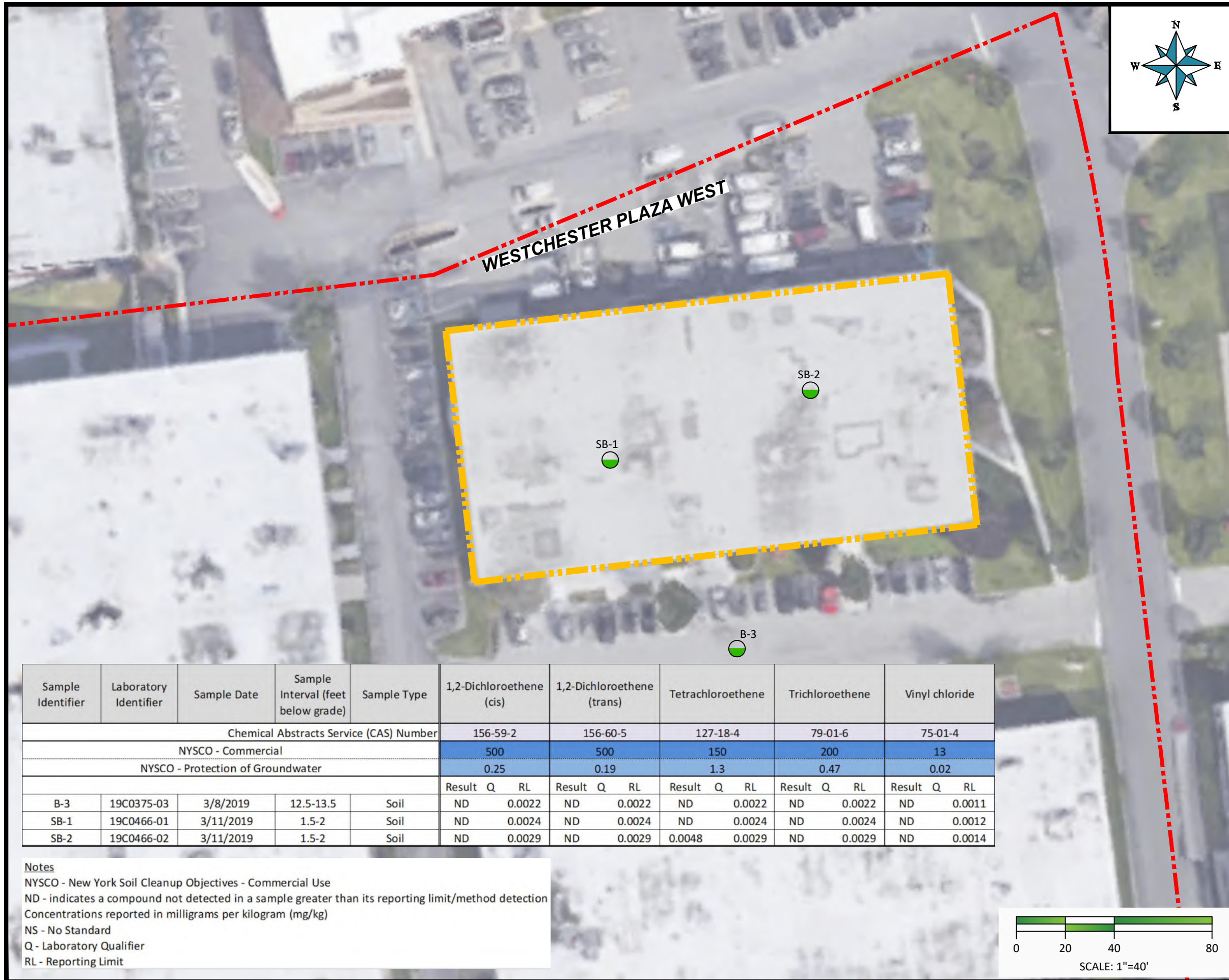
Vapor Sample Identifier	Laboratory Identifier	Sample Date	Sample Type	1,2-Dichloroethene (cis)	1,2-Dichloroethene (trans)	Tetrachloroethene	Trichloroethene	Vinyl chloride
Chemical Abstracts Service (CAS) Number				156-59-2	156-60-5	127-18-4	79-01-6	75-01-4
NY Vapor Intrusion Screening Levels				6	6	100	6	6
EPA Vapor Intrusion Screening Levels				NS	NS	1,570	100	93
				Result Q MDL	Result Q MDL	Result Q MDL	Result Q MDL	Result Q MDL
SV-1	19C0379-01	3/8/2019	Soil-Gas	ND 4	ND 4	13,000 D 14	470 5.4	ND 2.6
SV-2	19C0379-02	3/8/2019	Soil-Gas	ND 0.79	ND 0.79	650 1.4	ND 1.1	ND 0.51

Notes

(ND < #) - indicates a compound not detected in a sample that has a standard exceedance in the reporting limit/method detection limit
 All concentrations reported in micrograms per cubic meter ($\mu\text{g}/\text{m}^3$)
 NS - No Standard
 Q - Laboratory Qualifier
 MDL - Method Detection Limit



G:\0000_PROJECTS\2847_MACCALLI - WESTCHESTER, NY\01-CAD\2020-10-30_PHASE1I_SOILGAS_SAMPLE_LOCATION_MAP.DWG



LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - SITE BOUNDARY LINE
- EXISTING BUILDING LOCATION
- SOIL SAMPLE LOCATION
- GREEN = COMPLIANT

SOURCE:

1. MAP CREATED IN HARN/NY.NY-EF, NEW YORK STATE PLANE, EAST ZONE, U.S. SURVEY FOOT
2. AERIAL IMAGE FROM 2019 GOOGLE MAPS.
3. SITE BOUNDARY GRAPHICALLY SHOWN PER THE WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS WEBSITE.

SOIL SAMPLE LOCATION MAP

**5 WESTCHESTER PLAZA
 ELMSFORD, NEW YORK**

PROJECT: 2847

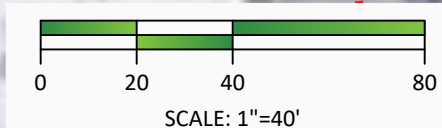
DATE: AUGUST 20, 2020

DRAWN BY: JK

CHECKED BY: MB

Sample Identifier	Laboratory Identifier	Sample Date	Sample Interval (feet below grade)	Sample Type	1,2-Dichloroethene (cis)	1,2-Dichloroethene (trans)	Tetrachloroethene	Trichloroethene	Vinyl chloride
Chemical Abstracts Service (CAS) Number					156-59-2	156-60-5	127-18-4	79-01-6	75-01-4
NYSO - Commercial					500	500	150	200	13
NYSO - Protection of Groundwater					0.25	0.19	1.3	0.47	0.02
					Result Q RL	Result Q RL	Result Q RL	Result Q RL	Result Q RL
B-3	19C0375-03	3/8/2019	12.5-13.5	Soil	ND 0.0022	ND 0.0022	ND 0.0022	ND 0.0022	ND 0.0011
SB-1	19C0466-01	3/11/2019	1.5-2	Soil	ND 0.0024	ND 0.0024	ND 0.0024	ND 0.0024	ND 0.0012
SB-2	19C0466-02	3/11/2019	1.5-2	Soil	ND 0.0029	ND 0.0029	0.0048 0.0029	ND 0.0029	ND 0.0014

Notes
 NYSO - New York Soil Cleanup Objectives - Commercial Use
 ND - indicates a compound not detected in a sample greater than its reporting limit/method detection
 Concentrations reported in milligrams per kilogram (mg/kg)
 NS - No Standard
 Q - Laboratory Qualifier
 RL - Reporting Limit



ATTACHMENT

4

ATTACHMENT 5

Tax Parcel Information



LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - PROPOSED BROWNFIELD SITE BOUNDARY LINE
- - - - - PARCEL BOUNDARY

SOURCE:

1. MAP CREATED IN HARN/NY.NY-EF, NEW YORK STATE PLANE, EAST ZONE, U.S. SURVEY FOOT
2. AERIAL IMAGE FROM 2019 GOOGLE MAPS.
3. SITE BOUNDARY GRAPHICALLY SHOWN PER THE WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS WEBSITE.

PROPERTY MAP

**5 WESTESTER PLAZA
ELMSFORD, NEW YORK**

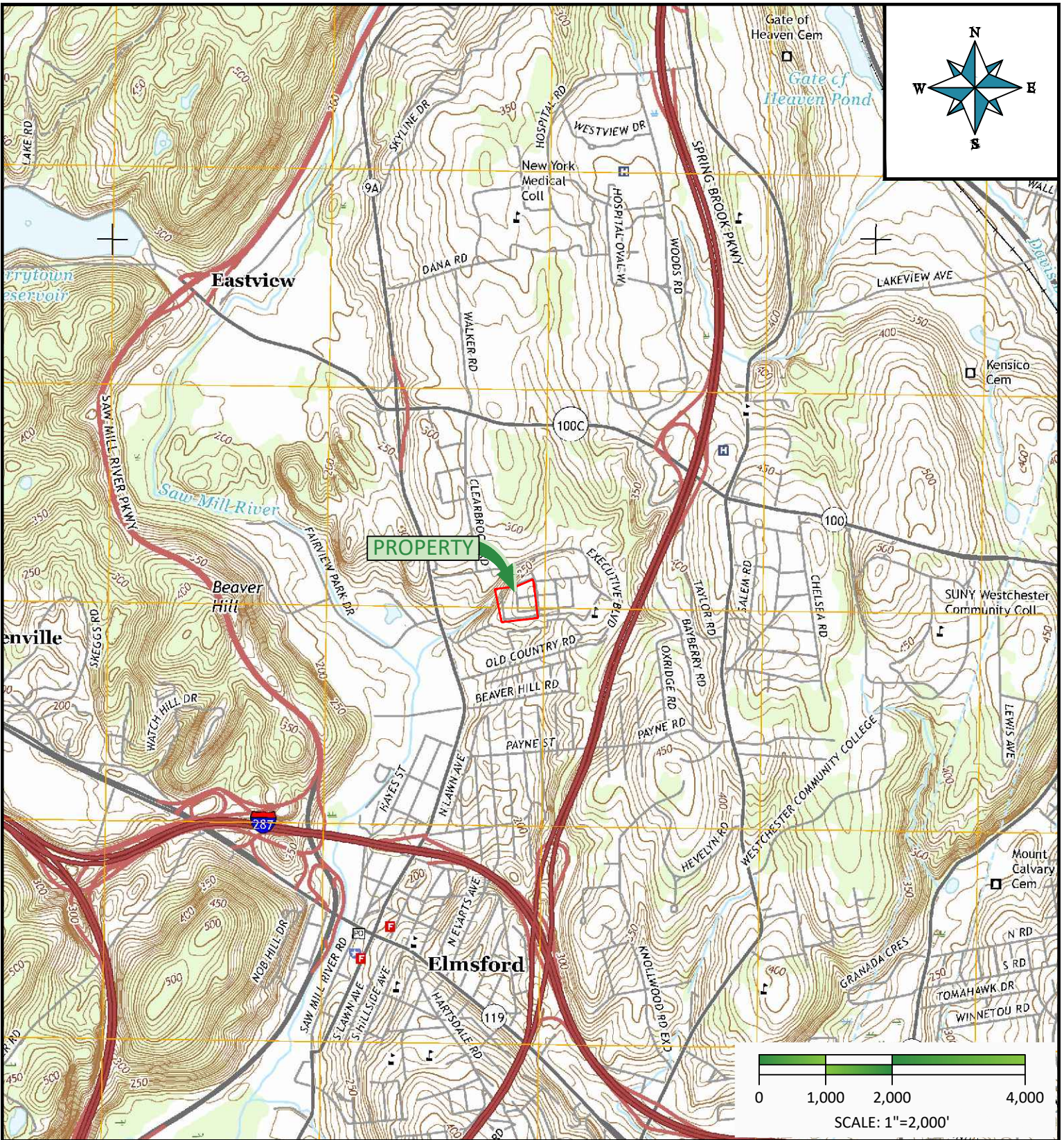
PROJECT: 2847

DATE: DECEMBER 1, 2020

DRAWN BY: JK

CHECKED BY: MB

ATTACHMENT 5a



26 Kennedy Boulevard, Suite A, East Brunswick, NJ 08816
 Phone: 732-326-1010 www.peak-environmental.com

USGS MAP

US GEOLOGICAL SURVEY MAPS
<http://www.usgs.gov/>

DRAWN BY: DD
 CHECKED BY: MB

**5 WESTESTER PLAZA
 ELMSFORD, NEW YORK**

PROJECT: 2847
 DATE: 06/05/2019

ATTACHMENT
5b

1, 3 AND 5 WESTCHESTER PLAZA

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

BEGINNING at a point distant South 10 degrees 49' 00" East 272.23 feet from Monument #23, located on the southerly side of Hunter Lane as shown on a certain map entitled, "Subdivision Map of Cross Westchester Industrial Park", dated July 25, 1967 and filed in the Westchester County Clerk's Office, Division of Land Records, August 28, 1967 as Map No. 15544;

THENCE from said point of beginning along other lands now or formerly of Robert Martin Company:

1. North 83 degrees 39' 00" East 317.14 feet; and
2. North 66 degrees 48' 00" East 288.00 feet to the westerly side of Westchester Plaza;

THENCE along the same:

1. Southerly on a curve to the right having a radius of 485.00 feet a distance of 110.31 feet; and
2. South 06 degrees 21' 00" East 489.41 feet to lands now or formerly of Westchester Hills Condominium;

THENCE along said lands, South 83 degrees 39' 00" West 565.00 feet to land now or formerly of Greenburgh Housing Authority;

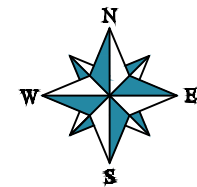
THENCE along said last mentioned lands and lands now or formerly of Yukon Realty Corp., North 10 degrees 49' West 516.87 feet to the point of BEGINNING.

EXCEPTING THEREFROM so much thereof as was conveyed to the Town of Greenburgh by the deed recorded in Liber 6920 cp 658.

TOGETHER WITH the benefits and SUBJECT TO the burdens as contained in the Declaration of Right of Way recorded in Liber 6809 cp 253 and in Liber 6809 cp 261.

ATTACHMENT 6

Proposed Site Plan



LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - PROPOSED BROWNFIELD SITE BOUNDARY LINE

SOURCE:

1. MAP CREATED IN HARN/NY.NY-EF, NEW YORK STATE PLANE, EAST ZONE, U.S. SURVEY FOOT
2. AERIAL IMAGE FROM 2019 GOOGLE MAPS.
3. SITE BOUNDARY GRAPHICALLY SHOWN PER THE WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS WEBSITE.

PROPERTY MAP

**5 WESTESTER PLAZA
 ELMSFORD, NEW YORK**

PROJECT: 2847

DATE: JUNE 05, 2019

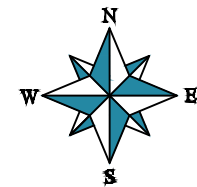
DRAWN BY: DD

CHECKED BY: MB

ATTACHMENT

ATTACHMENT 7

Property Map



LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - PROPOSED BROWNFIELD SITE BOUNDARY LINE

SOURCE:

1. MAP CREATED IN HARN/NY.NY-EF, NEW YORK STATE PLANE, EAST ZONE, U.S. SURVEY FOOT
2. AERIAL IMAGE FROM 2019 GOOGLE MAPS.
3. SITE BOUNDARY GRAPHICALLY SHOWN PER THE WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS WEBSITE.

PROPERTY MAP

**5 WESTESTER PLAZA
 ELMSFORD, NEW YORK**

PROJECT: 2847

DATE: JUNE 05, 2019

DRAWN BY: DD

CHECKED BY: MB

ATTACHMENT

7

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ATTACHMENT 8

Property Description & Environmental Assessment

ATTACHMENT 8: PROPERTY DESCRIPTION NARRATIVE

1 LOCATION

The 5 Westchester Plaza Site is located at Section: 7.12, Block: 19, P/O Lot: 8 within an urban/commercial area of Elmsford, NY.

2 SITE FEATURES

5 Westchester Plaza (Site) consists of one approximately 20,200 square foot commercial/industrial building built in 1968. The building is of single-story construction, with no basement. Landscaped areas are located around the building and concrete sidewalks lead to asphalt parking lots to the north, south, and west of the building. Loading docks are present on the rear of the building located to the north.

3 CURRENT ZONING AND LAND USE

The Site is currently active with commercial tenants and is currently zoned for Non-residential Planned Development. The on-Site commercial building is divided into five separate leaseholds (Promptcare Companies Inc., Dolphin Construction Corp., Affina Biotech, Robinson Oil Co, and Willemin-Macodel Inc.)

4 PAST USE OF THE SITE

Prior to development of the property in 1968 into a commercial/industrial building, the Site was used as agricultural land or undeveloped land from at least 1892. Commercial/industrial uses post-1968 potentially impacted sub-slab soil gas as indicated by sample data collected in March 2019. A 2019 Phase I assessment identified a former tenant, Clinical Technologies Association, which operated at the site from at least 1983 to at least 2007, was listed as having been a RCRA hazardous waste generator in 1983 and 1990, including halogenated solvent waste. However, there were no reported releases.

5 SITE GEOLOGY AND HYDROLOGY

The Subject Property is located within the Embayed section of the Coastal Plain physiographic province, which is characterized by areas of low relief and consists of Cretaceous Coastal Plain sediments, primarily clay, sand, and gravel, that overlie igneous and metamorphic rocks that crop out in Connecticut. The dominant soil composition at the Site is classified as Urban land. Urban land soils are characterized by a non-homogeneous distribution of soil and fill types. Urban land consists of high-density residential developments, commercial buildings, streets, highway, parking lots, and other types of impervious ground cover. No natural surface water bodies were identified on or adjacent to the Site. The nearest downgradient surface water body is the Saw Mill River, located approximately 1,700 feet southwest of the Site. Local groundwater gradient is expected to follow surface topography; therefore, groundwater flow near the Subject Property is expected to flow to the southwest.

6 ENVIRONMENTAL ASSESSMENT

In March 2019 Mack-Cali CW Realty Associates L.L.C. sold the property, and as part of the purchaser's due diligence a Phase I was prepared. This Phase I identified halogenated solvent use as discussed above. Based upon this, a Phase II investigation was performed. The Phase II investigation identified PCE and TCE in sub-slab soil gas at elevated concentrations of up to 13,000 ug/m³ and 650 ug/m³ for PCE and TCE, respectively. Sample locations and results are presented on Attachment 4.

ATTACHMENT 9

Previous Owners / Occupants

ATTACHMENT 9: PREVIOUS OWNERS

Previous Property Owners	Date of Ownership	Last Known Address	Last Known Phone Number	Relationship to Requestor
Clearbrook Cross LLC	March 29, 2019 to date	100 Clearbrook Road, Elmsford, NY	914-592-4800	Current Owner
Mack-Cali CW Realty Associates L.L.C	January 31, 1997 to March 29, 2019	210 Hudson St., Suite 400, Jersey City, NJ	732-590-1010	Requestor
Robert Martin Company, LLC	July 1, 1969 to January 31, 1997	100 Clearbrook Road, Elmsford, NY	914-592-4800	Previous Owner
Robert F. Weinberg and Martin S. Berger	June 28, 1965 to July 1, 1969	77 Tarrytown road, White Plains, NY	NA	Previous Owner
One Riverdale Ave. Development Co., Inc	At least 1965 to June 28, 1965	54 Tarrytown Road, White Plains, NY	NA	Previous Owner

ATTACHMENT 9: PREVIOUS OPERATORS

Previous Operators	Date of Operation	Last Known Address	Last Known Phone Number	Relationship
Atcor Inc.	1972	5 Westchester Plaza, Elmford, NY	NA	None
BD Coop Ed Dir. Spc.	1972	5 Westchester Plaza, Elmford, NY	NA	None
R W Gruert Inc.	1972	5 Westchester Plaza, Elmford, NY	NA	None
Royfax and Royfax Div Litton	1972	5 Westchester Plaza, Elmford, NY	NA	None
Air Preheater Coln.	1977- 1982	5 Westchester Plaza, Elmford, NY	NA	None
Amer. Health Facilities	1977	5 Westchester Plaza, Elmford, NY	NA	None
Jammer Surg Instruments	1977- 1982	5 Westchester Plaza, Elmford, NY	NA	None
Westcode Inc.	1977	5 Westchester Plaza, Elmford, NY	NA	None
Yokogawa Corp. Amer.	1977	5 Westchester Plaza, Elmford, NY	NA	None
Bell-Coor Sales	1982 - 1987	5 Westchester Plaza, Elmford, NY	NA	None
C-E Air Preheater	1982	5 Westchester Plaza, Elmford, NY	NA	None
Interoptic Eyewear	1982	5 Westchester Plaza, Elmford, NY	NA	None
American Bank Note Holographics	1987 - 1992	5 Westchester Plaza, Elmford, NY	NA	None
Arctic Showcase	1987	5 Westchester Plaza, Elmford, NY	NA	None
Hudson Chemical Corp.	1987	5 Westchester Plaza, Elmford, NY	NA	None
Melard Technology	1987	5 Westchester Plaza, Elmford, NY	NA	None
Pockerton Inc	1987	5 Westchester Plaza, Elmford, NY	NA	None
Xerox Service Centre	1987	5 Westchester Plaza, Elmford, NY	NA	None
CTA Bio Services Inc.	1992 - 1995	5 Westchester Plaza, Elmford, NY	NA	None
NBI	1992	5 Westchester Plaza, Elmford, NY	NA	None
Rokonet Industries USA	1992 - 2000	5 Westchester Plaza, Elmford, NY	NA	None
RSG Caulking and Waterproofing	1992	5 Westchester Plaza, Elmford, NY	NA	None
Kine-Tek Corporation	1995 - 2010	5 Westchester Plaza, Elmford, NY	NA	None
Kramer Scientific Corporation	1995 - 2010	5 Westchester Plaza, Elmford, NY	NA	None
Rhodes Instrument Corp.	1995	5 Westchester Plaza, Elmford, NY	NA	None
ZEE Service Inc.	1995	5 Westchester Plaza, Elmford, NY	NA	None
Fujitsu Network Communications	2000	5 Westchester Plaza, Elmford, NY	NA	None
Furniture Etc. Inc.	2000	5 Westchester Plaza, Elmford, NY	NA	None
Clinical Technologies Associates	1983-2007	5 Westchester Plaza, Elmford, NY	NA	None
Lanop Corp.	2000	5 Westchester Plaza, Elmford, NY	NA	None
Apria Healthcare Inc.	2005 - 2010	5 Westchester Plaza, Elmford, NY	NA	None
BBA Project Inc.	2005	5 Westchester Plaza, Elmford, NY	NA	None
Biscotti & Co. Inc.	2005	5 Westchester Plaza, Elmford, NY	NA	None
1 800 Golfing Inc.	2010 - 2014	5 Westchester Plaza, Elmford, NY	NA	None
Apple Maintenance & Svcs. Inc.	2010 - 2019	5 Westchester Plaza, Elmford, NY	NA	None
Britehome Energy Solutions LLC	2010 - 2014	5 Westchester Plaza, Elmford, NY	NA	None
Bruno Wessel Inc.	2010 - 2014	5 Westchester Plaza, Elmford, NY	NA	None
Digital Ink Ltd.	2010	5 Westchester Plaza, Elmford, NY	NA	None
Garzarelli Food Specialties	2010 - 2014	5 Westchester Plaza, Elmford, NY	NA	None
Garazelli-Brice Ltd.	2010	5 Westchester Plaza, Elmford, NY	NA	None
Luxo Corporation	2010 - 2014	5 Westchester Plaza, Elmford, NY	NA	None
United States Beef Purveyors I	2010	5 Westchester Plaza, Elmford, NY	NA	None
Wessel Industries LLC	2010 - 2014	5 Westchester Plaza, Elmford, NY	NA	None
Affina Biotechnologies Inc.	2014	5 Westchester Plaza, Elmford, NY	NA	None
Dolphin Construction Corp.	2014 - 2019	5 Westchester Plaza, Elmford, NY	(914) 674-4091	None
Promptcare Companies Inc.	2019	5 Westchester Plaza, Elmford, NY	(877) 776-6782	None
Signer Holding Corp.	2019	5 Westchester Plaza, Elmford, NY	NA	None
Willemin-Macodel Inc.	2019	5 Westchester Plaza, Elmford, NY	(914) 345-3504	None

ATTACHMENT 10

Proof of Site Access

Post-Closing Agreement

(see paragraphs 3 & 6)

POST-CLOSING AGREEMENT

THIS POST-CLOSING AGREEMENT ("Agreement") made as of the ___ day of March, 2019 (the "Effective Date") by and between **MACK-CALI CW REALTY ASSOCIATES L.L.C.**, a New York limited liability company having an address c/o Mack-Cali Realty Corporation, Harborside 3, 210 Hudson Street, Suite 400, Jersey City, NJ 07311 (referred to as "Seller") and **CLEARBOOK CROSS LLC**, a Delaware limited liability company having an address c/o Robert Martin Company, 100 Clearbrook Road, Elmsford, NY 10523 ("Purchaser").

RECITALS

A. RMC ACQUISITION ENTITY, LLC ("RMC Acquisition"), an affiliate of Purchaser, and Seller (together with certain affiliates of Seller) entered into that certain Amended and Restated Agreement of Sale and Purchase, dated March 4, 2019 ("PSA") relating to certain Real Property located in Westchester County, State of New York.

B. RMC Acquisition and Seller entered into an Environmental Due Diligence Agreement dated March 4, 2019, (the "EDDA") with respect to subset of the Real Property located in Westchester County, New York. The PSA and the EDDA are collectively referred to as the **Contract**. Terms used in this Agreement as defined terms and not otherwise specifically defined herein, shall have the meaning ascribed to such terms in the Contract.

C. Pursuant to the PSA, RMC Acquisition acknowledged that it had completed its Investigations (as defined in the PSA) prior to the Environmental Evaluation Period, was satisfied with the results of its Investigations, and agreed to accept title to the Real Property in "AS IS, WHERE IS" condition, including its environmental condition, with all faults.

D. RMC Acquisition has advised Seller that the Investigation of the property as more particularly described in **Exhibit A** (the "Property") identified one environmental condition (the "EC") on the Property as more specifically set described on **Exhibit B**.

E. RMC Acquisition assigned all of its rights and obligations under the Contract with respect to the Property to Purchaser, and Purchaser has assumed all of the rights and obligations of RMC Acquisition under the Contract with respect to the Property.

F. In order for Purchaser to close title to the Property on or before the Scheduled Closing Date, Seller has agreed to assume responsibility for investigating and, if necessary, remediating the EC on the Property after the closing of title, notwithstanding the as-is provision described in Paragraph C above, but only as and to the extent set forth in, and upon the terms and conditions set forth in, this Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. **Recitals.** The recitals to this Agreement are incorporated by reference as though fully set forth herein.

2. **Defined Terms.** For purposes of this Agreement, the following terms shall have the meaning ascribed to such terms as set forth below:

(i) "**Contaminants**" shall include any toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in or regulated by Environmental Laws.

(ii) "**Engineering Controls**" means any physical mechanism to contain or stabilize contamination or ensure the effectiveness of a remedial action that is acceptable to NYSDEC or other Governmental Authority. An engineering control may include, without limitation a cap, cover, building, dike, trench, leachate collection system, fence, physical access control, and ground water containment system including, without limitation, a slurry wall, a ground water pumping system, and a sub-slab depressurization system or similar system to address sub-slab soil-gas ("**SSDS**").

(iii) "**Environmental Laws**" means each applicable federal, state, county or local law, statute, ordinance, rule, guidance and/or regulation now existing, or hereinafter enacted or promulgated, relating to the EC, including the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601-9675; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629.

(iv) "**Governmental Authority**" or "**Governmental Authorities**" means each applicable federal, state or local government, or any department, agency, bureau or similar body.

(v) "**Institutional Controls**" means a mechanism used to provide notice of residual contamination and therefore, the need to limit human activities at or near a contaminated site in order to ensure the effectiveness of the remedial action over time. Institutional controls may include, without limitation, structure, land, and natural resource use restrictions, ground water and/or well restriction areas, deed notices, declarations of environmental restrictions, and similar administrative notices filed with any Governmental Authority.

(vi) "**Law**" or "**Laws**" shall mean each applicable federal, state or local law, statute, ordinance, rule, guidance and/or regulation now existing, or hereinafter enacted or promulgated.

(vii) "**NYSDEC**" shall mean the New York State Department of Environmental Conservation or its successor.

(viii) "**No Further Action Letter**" or "**NFA**" means a written determination by the NYSDEC or other Governmental Authority that, based upon an evaluation of the EC at the Property, and any other necessary investigation or action, there are no Contaminants present at the EC, or that any Contaminants present at the EC or that have migrated from the EC have been remediated or mitigated in accordance with applicable

remediation statutes, rules and guidance and all applicable permits and authorizations have been obtained, including through the use of Engineering Controls and/or Institutional Controls. An NFA may include, but not be limited to, a Certificate of Completion under the New York Brownfield Cleanup Program or other written correspondence such as a release letter or closure letter from the relevant Governmental Authority indicating that Seller's obligations have been fully satisfied and no further action is required for the EC.

(ix) **“Remediate”** or **“Remediation”** means all necessary actions to investigate and cleanup or respond to any known, suspected, or threatened discharge, and shall further include, as appropriate: environmental investigation, monitoring and sampling; cleanup; installation, maintenance and closure of monitoring wells; storage and disposal of excavated materials; installation, maintenance, storage and removal of above grade machinery and equipment used in connection with the investigation and/or cleanup; and installation of a SSDS.

3. **Seller's Remediation of the Property.** The Seller, at no cost to Purchaser, shall perform the Remediation necessary to obtain a NFA for the EC on the Property specifically set forth in Exhibit B (the **“Seller's Post-Closing Obligations”**). The Seller shall have the right to complete all Remediation in such a manner as is reasonably determined by the Seller consistent with applicable Environmental Laws, including, without limitation, through the use of Engineering Controls, Institutional Controls, groundwater and/or well restriction area, alternative remediation standards and/or technical impracticability acceptable to the relevant Governmental Authority, provided that the same shall not unreasonably interfere with industrial and/or commercial use and activity (either present or future) of the Property. The Purchaser acknowledges and agrees that an Institutional Control in the form of a deed notice that limits use to industrial and/or commercial activity (i.e., no residential activity) and/or allows for contaminated soil to remain on-site under the existing building acting as a cap, and a groundwater and/or well restriction area, shall not unreasonably interfere with the industrial and/or commercial use of the Property. Furthermore, Purchaser acknowledges and agrees that an Engineering Control in the form of a SSDS or the use of the building as a cap, shall not unreasonably interfere with the industrial and/or commercial use of the Property.

4. **Cooperation.** The parties shall, and shall cause their respective agents and representatives to, reasonably cooperate to effectuate the performance of Seller's Post-Closing Obligations in an efficient and cost effective manner, and to comply with the provisions of this Agreement. Purchaser shall, at no cost or expense to Seller, reasonably cooperate with the Seller with respect to the Seller satisfying the Seller's Post-Closing Obligations, including, without limitation: (i) providing (and causing all occupants, operators, successors and assigns to provide) the Seller with any information reasonably requested by the Seller, the NYSDEC, or any other Governmental Authority, within the Purchaser's possession, custody or control and/or possession, custody or control of any occupants, operators, successors and assigns; (ii) signing (and causing all occupants, operators, successors and assigns to sign) any documents or instruments that may be reasonably required in connection an SSDS, and/or with agreed upon Institutional Controls and/or Engineering Controls, and the completion of the Seller's Post-Closing Obligations (including, without limitation, alternative remediation standards and/or technical impracticability acceptable to the relevant Governmental Authority); (iii) causing all occupants, operators, successors and assigns to reasonably cooperate with the Seller with respect

to the Seller complying with the Seller's Post-Closing Obligations; (iv) not interfering with (and causing all occupants, operators, successors and assigns to not interfere with) the activities of the Seller, or the agents, representatives or consultants of the Seller in implementing and completing the Seller's Post-Closing Obligations, provided, however, that the Seller and the Purchaser shall reasonably cooperate with one another to minimize any unreasonable interference with the Purchaser's use of the Property for non-residential uses; and (v) not causing or allowing the disturbance, movement, placement or excavation of any materials or soils at any area of the Property subject to any Remediation being undertaken or to be undertaken by or on behalf of the Seller without obtaining the prior written consent of the Seller, which consent shall not be unreasonably withheld. During the course of the Seller's performance of the Seller's Post-Closing Obligations, the Seller shall use reasonable efforts to seek to minimize any commercially unreasonable interference with the use of the Property by the Purchaser and the Purchaser's tenants.

5. **Reports.** No less than ten (10) business days before submittal of a report to a Governmental Authority regarding the results of Seller's Post-Closing Obligations, Seller shall provide a copy to Purchaser so that Purchaser shall have the opportunity to review and comment on the report, which comments Seller shall reasonably consider and incorporate before submittal to the extent reasonably necessary to correct a factual error, comply with applicable Environmental Laws, minimize commercially unreasonable interference with the use of the Property by Purchaser or its tenants, or otherwise conform the report to the requirements of this Agreement. Seller shall promptly provide to Purchaser a copy of all final reports and other submittals to Governmental Authorities, and correspondence received from Governmental Authorities, pertaining to Seller's Post-Closing Obligations.

6. **Seller's Post-Closing Access.** Following the execution and delivery of this Agreement and until delivery of the NFA to the Purchaser, the Seller and the Seller's agents, representatives and consultants shall be permitted reasonable access to the Property upon reasonable prior notice in order to implement and complete any Remediation with respect to the Seller obtaining the NFAs. In no event shall Seller have responsibility to address any release of a Contaminant at the Property that occurs after the Closing, unless and then only to the extent caused by the negligence of Seller or Seller's representatives or agents in the performance of Seller's Post-Closing Obligations.

7. **Post-NFA Obligations.** Following the Seller's receipt and delivery to the Purchaser of the NFA, the Purchaser shall, at the Purchaser's cost and expense, be responsible for any and all post-NFA obligations, including, but not limited to: (i) the inspection, maintenance, monitoring, repair and replacement of, as well as all work required in connection with, any agreed-upon Engineering Controls, including any SSDS, any agreed-upon Institutional Controls, groundwater and/or well restriction area, alternative remediation standards and/or technical impracticability authorized by any Governmental Authority with respect to the Property; and (ii) securing the transfer of and maintaining and complying with all permits and approvals; (iii) the preparation of all certifications and/or any other reports, certifications and/or any filings required in connection with agreed-upon Engineering Controls, agreed-upon Institutional Controls, groundwater and/or well restriction area, alternative remediation standards and/or technical impracticability authorized with respect to the Property by any Governmental

Authority and/or pursuant to any Laws, including, without limitation, any Environmental Laws. The foregoing shall be performed by the Purchaser in accordance with the requirements of all applicable Laws, including, without limitation, any Environmental Laws.

8. **Escrow Agreement.** In order to secure Seller's Post-Closing Obligations, Seller and Purchaser have entered into an Escrow Agreement of even date herewith, reference to which is hereby made, and the sum held thereunder shall be disbursed to pay for Seller's Post-Closing Obligations pursuant to the provisions thereof.

9. **Indemnification.** Seller and Purchaser shall each indemnify, defend with counsel reasonably satisfactory to the indemnitee and hold harmless the other, and its members, partners, employees, agents, representatives, personal and legal representatives, successors and assigns, from and against all claims, liabilities, losses, fines, penalties, damages and costs, including, without limitation, reasonable counsel, engineering and other professional or expert fees, which may be incurred as a result only of a breach by Seller or Purchaser, as the case may be, of any term, condition or covenant set forth in this Agreement, and not in connection with any other matter.

10. **Release.** Effective upon the issuance of a NFA for the EC, Purchaser releases, waives and covenants not to sue the Seller, and each and all of Seller's officers, directors, shareholders, partners, members, successors and assigns, with respect to the EC for which the NFA was issued or the tasks completed, and for the environmental conditions at the Property, regardless of whether the claim or cause of action with respect to the EC, or any other environmental condition at the Property, now exists or is hereafter created under common law, or federal, state, county, regional and/or municipal law or regulation.

11. **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be delivered (a) personally, (b) by certified mail, return receipt requested, (c) by overnight delivery by a nationally recognized courier, or (d) by e-mail (provided that such e-mail is identified as an official notice given pursuant to this Section 10) addressed as follows:

If to the Seller

Mack-Cali Realty Corporation
Harborside 3
210 Hudson Street, Suite 400
Jersey City, NJ 07311
Attn: Gary Wagner, General Counsel and Secretary
Email: gwagner@mack-cali.com

With a copy to:

Greenbaum Rowe Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068
Attention: Jay A. Jaffe, Esq.
Email: jjaffe@greenbaumlaw.com

If to Purchaser: Clearbrook Cross LLC
c/o Robert Martin Company, LLC
100 Clearbrook Road
Elmsford, NY 10523
Attn.: Timothy Jones
E-mail: tjones@rmcdev.com

With a copy to: Cohn Birnbaum & Shea P.C.
100 Pearl Street
Hartford, CT 06103
Attn: Richard J. Shea, Jr., Esq.
Email: rshea@cbshealaw.com

The Purchaser and the Seller may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when received, or if delivery is rejected, on the date when delivery was first attempted. Counsel for either party may give notice to counsel for the other party, or to the party itself, which notice shall have the same effect as if given by a party to a party so long as given in accordance with the provisions hereof.

12. **Incorporation of Prior Agreements.** The Contract and this Agreement contain the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

13. **Modification of Agreement.** This Agreement may not be amended or modified, nor may any obligation hereunder be waived, orally, and no amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

14. **Interpretation.** This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such a manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The captions, section and article headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of, or aid in interpretation of any of the provisions hereof.

15. **Successors and Assigns.** This Agreement shall be binding upon the parties, their successors and permitted assigns. Seller may not assign this Agreement without the prior written consent of Purchaser, which consent will not be unreasonably withheld. Purchaser may assign this Agreement without Seller's consent to any party that acquires fee ownership of the Property or to a tenant under a ground lease of the Property, provided that such assignment shall not be effective as to Seller until Seller receives notice thereof from Purchaser, and may not otherwise assign the Agreement without the prior written consent of Seller, which consent will not be unreasonably withheld. In the event that an assignee does not agree to assume assignor's rights and obligations under this Agreement, then the assignor shall remain liable for the performance

of the assignee's obligations under this Agreement. Notwithstanding the foregoing, Purchaser may collaterally assign this Agreement without Seller's consent, to the holder of a mortgage encumbering the Property, with such assignment to become absolute in such mortgagee upon notice from mortgagee to Seller that mortgagee has exercised its remedies. Mack-Cali Realty, L.P. may not assign this Agreement without the consent of Purchaser, which may be withheld in Purchaser's sole discretion.

16. **Definition of Purchaser and Seller after Assignment.** The terms Purchaser and Seller, as used in this Agreement, means, initially, the "Purchaser" and "Seller" identified as such in the first paragraph of this Agreement, and, following assignment in accordance with Paragraph 15 above, the assignee of the Purchaser and Seller, or subsequent Purchaser. Except as otherwise provided in this Agreement, following such assignment, the assignor shall be and hereby is entirely freed and relieved of all its covenants, obligations and liability hereunder except any which accrued prior to such assignment. The parties acknowledge and agree that any assignment shall not serve to terminate or otherwise affect any rights that one party may have against the other party pursuant to the provisions of this Agreement that arose during the period when such party was a party to this Agreement, whether such assignment specifically reserves such rights or not.

17. **Miscellaneous.** In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

18. **Counterparts.** This Agreement may be executed and delivered in several counterparts each of which, when so executed and delivered, shall constitute an original fully enforceable counterpart for all purposes. The parties intend that signatures sent by email in PDF format or the like constitute original signatures and that an agreement sent by email in PDF format or the like, containing the signatures of all the parties (with or without originals) shall be binding upon all signatories.

19. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located without giving effect to its conflicts of law principles. The parties submit to the jurisdiction of the Courts of the State in which the Property is located.

20. **Waiver of Trial by Jury.** The parties waive trial by jury in any action or proceeding arising out of or related to this Agreement.

21. **Estoppel Certificate.** Seller agrees to execute and deliver, without charge, within ten (10) business days notice of receipt of notice from Purchaser of a pending transfer of title to the Property, execution of a ground lease for the Property, or financing for which the Property is being used as collateral, to Purchaser and/or any other person designated by Purchaser, a statement in writing certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof); (ii) that to the knowledge of Seller there exist no defaults or claims against Purchaser hereunder except for the continuing obligations under this Agreement (or if there be any defaults or claims, specifying the same); (iii) a general statement regarding the status of the Seller's Post-Closing Obligations or

any obligations arising under this Agreement, including, without limitation whether the investigation and/or remediation and/or groundwater monitoring and/or institutional controls have been conducted and/or completed, and, if not, what actions remain to be taken in such regard; (iv) that said statement is for the benefit of the party(ies) to whom it is addressed and Seller agrees that said statement will be relied upon by said party(ies); and (v) such other matters with respect to the Agreement as may be reasonably requested.

**INTENTIONALLY LEFT BLANK
SIGNATURES ON NEXT PAGE**

IN WITNESS WHEREOF, Seller and Purchaser have respectively executed this Agreement as of the date set forth above.

PURCHASER:

CLEARBOOK CROSS LLC

By:


Timothy M. Jones, Authorized Signatory

IN WITNESS WHEREOF, Seller and Purchaser have respectively executed this Agreement as of the date set forth above.

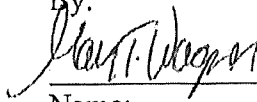
SELLER:

MACK-CALI CW REALY ASSOCIATES L.L.C.

By: Mack-Cali Realty, L.P., its sole member

By: Mack-Cali Realty Corporation, its general partner

By:



Name: _____ **Gary T. Wagner** _____

Title: _____ **General Counsel** _____

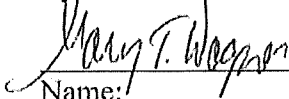
JOINDER:

Mack-Cali Realty, L.P. joins this Agreement solely for the purpose of agreeing to be liable for Seller's Post-Closing Obligations as set forth in this Agreement.

Mack-Cali Realty, L.P.

By: Mack-Cali Realty Corporation, its general partner

By:



Name: _____

Title: _____ **Gary T. Wagner** _____
General Counsel

Exhibit A

Property

5 Westchester Plaza, Elmsford, New York

Exhibit B

Environmental Condition (“EC”)

Soil vapor detected under the building at the Property impacted with tetrachloroethene and trichloroethene, as more specifically described in the draft March 21, 2019 Phase II Environmental Site Assessment of 1, 5, 7, 8, Westchester Plaza, Elmsford, New York, prepared by EBI Consulting.

ATTACHMENT 11

Site Contact List & Document Repository
Acknowledgement

ATTACHMENT 11: BROWNFIELD SITE CONTACT LIST

Contact Name	Title	Address	Phone Number	Email
George Latimer	Westchester County Executive	148 Martine Aveune, White Plains, NY 10601	(914) 995-2000	NA
Richard Hyman	Chairperson Westchester County Planning board	148 Martine Aveune, White Plains, NY 10601	(914) 995-2001	NA
Paul Feiner	Greenburgh Town Supervisor	177 Hillside Avenue, Greenburgh, NY 10607	(914) 989-1540	pfeiner@greenburghny.com
Walter Simon	Chairperson Greenburgh Planning Board	178 Hillside Avenue, Greenburgh, NY 10607	NA	NA
Robert Williams	Mayor of Elmsford	15 South Stone Ave, Elmsford, NY 10523	(914) 592-6555	robertwilliams@elmsfordny.org
David Perilli	Chairperson Elmsford Planning Board	15 South Stone Ave, Elmsford, NY 10523	(914) 345-1553	NA
Westchester County Press	Newspaper	P. O. Box 152, White Plains, NY 10602	(914) 953-2620	westchestercountypress@yahoo.com
The Journal News	Newspaper	1133 Westchester Avenue, Suite N110, White Plains, NY 10604	(888) 516-9220	legals@lohud.com
Christie Dilorenzo	Director of Bright Horizons at Westchester Executive Park	77 Executive Blvd, Elmsford, NY 10523	(914) 592-2890	NA
Joe Diaz	Water Foreman Elmsford Water/ Facilities Department	2 Winthrop Avenue, Elmsford, NY 15023	(914) 592-8383	jdiaz@elmsfordny.org
Mack-Cali CW Realty Associates LLC	Owner of 1-8 Westchester Plaza, and 50 Executive Blvd	80 State Street, Albany, NY 12207	NA	NA
British Apparel Collection	Occupant of 1 Westchester Plaza	1 Westchester Plaza, Elmsford, NY 15023	NA	NA
Carrier Enterprise Northeast	Occupant of 1 Westchester Plaza	1 Westchester Plaza, Elmsford, NY 15023	NA	NA
RS Knapp Company Inc.	Occupant of 1 Westchester Plaza	1 Westchester Plaza, Elmsford, NY 15023	NA	NA
University Pathology, P.C	Occupant of 1 Westchester Plaza	1 Westchester Plaza, Elmsford, NY 15023	NA	NA
Orkin LLC	Occupant of 2 Westchester Plaza	2 Westchester Plaza, Elmsford, NY 15023	NA	NA
Strategem Security, Inc.	Occupant of 2 Westchester Plaza	2 Westchester Plaza, Elmsford, NY 15023	NA	NA
Westchester Community Opportunit	Occupant of 2 Westchester Plaza	2 Westchester Plaza, Elmsford, NY 15023	NA	NA
Johnson Controls Security	Occupant of 2 Westchester Plaza	2 Westchester Plaza, Elmsford, NY 15023	NA	NA
Limelight2, LLC	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Securitas Electronic Security	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Allstar Marketing Group	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Connoisseur Encounters Co.	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Fabrication Enterprises, Inc.	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Vivint Solar Developer	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Westchester County Electric	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Westchester Swim Studios	Occupant of 3 Westchester Plaza	3 Westchester Plaza, Elmsford, NY 15023	NA	NA
Dolphin Construction Corp.	Occupant of 5 Westchester Plaza	5 Westchester Plaza, Elmsford, NY 15023	NA	NA
Promtcare Companies Inc.	Occupant of 5 Westchester Plaza	5 Westchester Plaza, Elmsford, NY 15023	NA	NA
Robison Oil Co.	Occupant of 5 Westchester Plaza	5 Westchester Plaza, Elmsford, NY 15023	NA	NA
Willemin-Macodel Inc.	Occupant of 5 Westchester Plaza	5 Westchester Plaza, Elmsford, NY 15023	NA	NA
Aqua Turf Irrigation Systems	Occupant of 6 Westchester Plaza	6 Westchester Plaza, Elmsford, NY 15023	NA	NA
Bauer Office Solutions Inc.	Occupant of 6 Westchester Plaza	6 Westchester Plaza, Elmsford, NY 15023	NA	NA
Fire End &Croker Corp.	Occupant of 6 Westchester Plaza	6 Westchester Plaza, Elmsford, NY 15023	NA	NA
Girard Rubber Corp.	Occupant of 6 Westchester Plaza	6 Westchester Plaza, Elmsford, NY 15023	NA	NA
Technovax, Inc.	Occupant of 6 Westchester Plaza	6 Westchester Plaza, Elmsford, NY 15023	NA	NA
Emigrant Bank	Occupant of 7 Westchester Plaza	7 Westchester Plaza, Elmsford, NY 15023	NA	NA
Fire End &Croker Corp.	Occupant of 7 Westchester Plaza	7 Westchester Plaza, Elmsford, NY 15023	NA	NA
Avery Lighting supply Inc.	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
BBA Project Inc.	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
Best Plumbing Supply Inc.	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
Cubicle Enterprises LLC	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
Dance Time Entertainment Inc.	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
Executive Printing & Direct	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
My Publisher Inc.	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
SMK Imaging	Occupant of 8 Westchester Plaza	8 Westchester Plaza, Elmsford, NY 15023	NA	NA
Eastern Jungle Gym, Inc.	Occupant of 50 Executive Blvd.	50 Executive Blvd., Elmsford, NY 15023	NA	NA
Agent support Services North	Occupant of 50 Executive Blvd.	50 Executive Blvd., Elmsford, NY 15023	NA	NA
Greenburgh Public Library	Location of Document Repository	300 Tarrytown Road, Elmsford, NY 10523	(914) 721-8200	NA

ATTACHMENT 11: DOCUMENT REPOSITORY STATEMENT

The Greenburgh Public Library was contacted on multiple occasions for their agreement to serve as a document repository for the project. Due to the global COVID-19 pandemic, the Greenburgh Public Library is currently closed and open by appointment only. The applicant requests the New York State Department of Environmental Conservation act as a digital repository for the project until the local library is open.

Matt Bruno

From: Matt Bruno
Sent: Friday, November 1, 2019 11:41 AM
To: jsexton@greenburghlibrary.org
Subject: Document Repository

Good morning John,

As discussed, I am emailing you for confirmation that the Greenburgh Public Library can serve as a public repository for reports, documents, and associated materials related to an Elmsford, New York property's involvement in the New York State Department of Environmental Conservation (NYSDEC) Brownfields Cleanup Program (BCP).

I appreciate your assistance in this matter. Thank you very much.

Matthew Bruno, Project Manager

Peak Environmental LLC • 26 Kennedy Blvd., Suite A, East Brunswick, NJ 08816

Phone: 732-326-1010 • Direct Dial: 732-710-4349 • Cell: 908-938-0484

www.peak-environmental.com

ATTACHMENT 12

Current Business Operations Summary

ATTACHMENT 12: SUMMARY OF CURRENT BUSINESS OPERATIONS

- Promptcare Companies Inc.
 - Home health care services and medical supplies provider
 - Office space in front of leasehold
 - Storage warehouse with concrete floor and shelving in back of leasehold
- Dolphin Construction Corp.
 - Residential construction contractor
 - Office space in front of leasehold
 - Crowded warehouse in back of leasehold
 - Substantial background sources of volatile organic compounds (VOCs)
 - Paints, adhesives, gas-powered equipment
- Affina Biotech
 - Vacant Space
 - Office/laboratory space in front
 - Warehouse with concrete floor and apparent utilities beneath slab
- Robinson Oil Co.
 - HVAC repair and installation
 - Office space in front of leasehold
 - Warehouse/storage in back of leasehold
- Willemin-Macodel Inc.
 - Sales/distribution of high-end computer numerical control components
 - Shop/storage area in front of building

ATTACHMENT 13

Specific Proposed Use Statement

ATTACHMENT 13: STATEMENT DETAILING PROPOSED POST REMEDATION USE

Proposed post remediation site use will be commercial use, similar to the current site usage.

ATTACHMENT 14

Statement of Rationale for Requestor to be Considered a Volunteer

ATTACHMENT 14: STATEMENT OF RATIONALE FOR REQUESTOR TO BE CONSIDERED A VOLUNTEER

The requestor for participation in the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP), Mack-Cali CW Realty Associates L.L.C. should be considered a volunteer in the BCP for the following:

- Mack-Cali CW Realty Associates L.L.C. environmental liability associated with the site is solely a result of ownership. Contamination identified on-Site was likely caused by improper storage and disposal of hazardous materials by a former tenant, who has no relationship to Mack-Cali CW Realty Associates L.L.C., and the disposal of hazardous substances is believed to have occurred prior to the requestor's ownership of the property.
- Mack-Cali CW Realty Associates L.L.C., under a post-closing agreement with the current property owner, will exercise appropriate care with respect to potential 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.