



**Department of  
Environmental  
Conservation**

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

**Please refer to the attached instructions for guidance on completing this application.**

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

### **PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION**

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

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? <input checked="" type="radio"/> Yes <input type="radio"/> No Submitted on: <u>N/A</u></p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment: The entire Brownfield Cleanup Program ("BCP") Site was purchased by current Volunteer Saber-North White Plains, LLC by Bargain and Sale Deed, dated March 17, 2023 and recorded March 20, 2023 with the Westchester County Clerk's Office under Control No.: 630583378. Please Exhibit A - Deed. This transfer does not effect the remediation efforts at the BCP Site because Saber-North White Plains, LLC is the current Volunteer pursuant to the Brownfield Cleanup Agreement effective May 18, 2021. Please note that Saber-North White Plains, LLC's current mailing address is 2453 Route 6, Brewster, New York 10509.

## SECTION I: CURRENT AGREEMENT INFORMATION

*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: White Plains Chrysler Car Dealership	BCP SITE NUMBER: C360209
NAME OF CURRENT APPLICANT(S): Saber-North White Plains, LLC	
INDEX NUMBER OF AGREEMENT: C360209-05-21	DATE OF ORIGINAL AGREEMENT: 05/18/2021
REQUESTOR'S SIGNATORY: Martin G. Berger	

## SECTION II: NEW REQUESTOR INFORMATION

*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME:				
ADDRESS:				
CITY/TOWN:	ZIP CODE:			
PHONE:	EMAIL:			
REQUESTOR CONTACT:				
ADDRESS:				
CITY/TOWN:	ZIP CODE:			
PHONE:	EMAIL:			
REQUESTOR'S CONSULTANT:	CONTACT:			
ADDRESS:				
CITY/TOWN:	ZIP CODE:			
PHONE:	EMAIL:			
REQUESTOR'S ATTORNEY:	CONTACT:			
ADDRESS:				
CITY/TOWN:	ZIP CODE:			
PHONE:	EMAIL:			
			Y	N
1. Is the requestor authorized to conduct business in New York State?			<input type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			N/A <input type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:				

**SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION***Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input checked="" type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Saber-North White Plains, LLC			CONTACT: Martin G. Berger	
ADDRESS: 2453 Route 6				
CITY/TOWN: Brewster, New York			ZIP CODE: 10509	
PHONE: (914) 250-0600		EMAIL: berger@saberfund.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

**SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION***Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
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 or contaminants?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
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?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. 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:			
<input type="radio"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input type="radio"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a 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 they have 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. <b>If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.</b>		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>

**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES**

*Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.*

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: \_\_\_\_\_

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: \_\_\_\_\_

☐

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

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

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y

N

☐
☐

**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)**

*Complete this section for any addition of property. Use additional copies of this section as necessary.*

## 5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:		EMAIL:		
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:		EMAIL:		
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	

*If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.*

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:		EMAIL:		
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:		EMAIL:		
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	

*If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.*

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

## 6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED? ☐ YES ☐ NO

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

*Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.*

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. 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="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? <b>From ECL 27-1405(31):</b> "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.	<input type="radio"/>	<input type="radio"/>
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u>  Are the parcels being added underutilized as defined below? <b>From 6 NYCRR 375-3.2(I) as of August 12, 2016</b> (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment 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.	<input type="radio"/>	<input type="radio"/>

	Y	N
<p>6. Is the project and affordable housing project as defined below?</p> <p><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b></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' household's 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 homeowners 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>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p><b>From ECL 27-1405(33) as of April 9, 2022:</b></p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p><b>From ECL 75-0111 as of April 9, 2022:</b></p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>



**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT****EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: White Plains Chrysler Car Dealership

BCP SITE NUMBER: C360209

NAME OF CURRENT APPLICANT(S): Saber-North White Plains, LLC

INDEX NUMBER OF AGREEMENT: C360209-05-21

DATE OF ORIGINAL AGREEMENT: 05/18/2021

**Declaration of Amendment:**

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

**STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR**

*Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.*

(Individual)

I hereby affirm that the 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) of \_\_\_\_\_ (entity); 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.

\_\_\_\_\_ 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: \_\_\_\_\_

**STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)**

*An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.*

(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 Sole Member (title) of Saber-North White Plains, 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. Martin C. Berger's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/25/25 Signature: \_\_\_\_\_Print Name: Martin G. Berger**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

**PARTICIPANT**

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

**X****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: 05/18/2021

Signature by the Department:

DATED: 6/9/25NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown  
Janet E. Brown, Assistant Director  
Division of Environmental Remediation

**SUBMITTAL REQUIREMENTS:**

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
  - Chief, Site Control Section
  - New York State Department of Environmental Conservation
  - Division of Environmental Remediation
  - 625 Broadway, 12<sup>th</sup> Floor
  - Albany, NY 12233-7020
- NOTE: Electronic applications submitted in fillable format will be rejected.

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*630583378DED0047\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Benchmark Title Agency LLC Phone: 914-250-2400  
Address 1: Benchmark Title Agency LLC Fax: 914-422-1550  
Address 2: 222 Bloomingdale Road, Suite 102 Email: evanbomel@benchmarkta.com  
City/State/Zip: White Plains NY 10605 Reference for Submitter: BTA 78528

### Document Details

Control Number: **630583378** Document Type: **Deed (DED)**  
Package ID: 2023022700151001001 Document Page Count: **3** Total Page Count: **4**

### Parties

☐ Additional Parties on Continuation page

#### 1st PARTY

1: 70 WESTCHESTER LLC - Other  
2:

#### 2nd PARTY

1: SABER-NORTH WHITE PLAINS LLC - Other  
2:

### Property

☐ Additional Properties on Continuation page

Street Address: 70 WESTCHESTER AVENUE Tax Designation: 126.61-3-15.1  
City/Town: WHITE PLAINS Village:

### Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$20.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$250.00  
TP-584 Filing Fee: \$5.00  
RPL 291 Notice Fee: \$0.00  
Total Recording Fees Paid: **\$315.00**

### Transfer Taxes

Consideration: \$11,000,000.00  
Transfer Tax: \$44,000.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 10009

### Mortgage Taxes

Document Date:  
Mortgage Amount:  
  
Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐  
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 03/20/2023 at 03:11 PM  
Control Number: **630583378**  
Witness my hand and official seal

*Timothy C. Idoni*

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

☐ Pick-up at County Clerk's office

**Benchmark Title Agency**  
**222 Bloomingdale Road Ste 102**

**White Plains, NY 10605**

**BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTORS ACTS**

This Deed is made on March 17, 2023.

BETWEEN

70 WESTCHESTER LLC, a New York Limited Liability Company, with an address of c/o Agostino DiFeo, 39 Forbes Boulevard, Eastchester, New York 10709, party of the first part,

AND

SABER-NORTH WHITE PLAINS, LLC, having an address of 2453 Route 6, Brewster, New York 10509, party of the second part,

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

ALL that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the, City of White Plains, County of Westchester and State of New York. The legal description is:

Annexed hereto as schedule "A."

Tax Map Reference. City of White Plains, County of Westchester.

Section 126.61, Block 3, Lot 15.1 (formerly Lots 5, 16.1, 16.2, 23, 24 & 25)

Being also the same premises conveyed to the party of the first part by deed made by R.J.A. Realty, LLC dated 08-29-2007, recorded on 10-4-2007, in Control No. 472670556.

BEING commonly known and designated as 70 Westchester Avenue, White Plains, New York 10601.

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 party, 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 or for any other purpose.

Signatures. The party of the first part signs this Deed as of the date at the top of the first page.

[signature page to follow]

Witnessed

70 WESTCHESTER LLC

Albert Bizzetti  
Albert Bizzetti

By: Agostino DiFeo  
Agostino DiFeo, Member and Authorized  
Signatory

**ACKNOWLEDGEMENT TAKEN OUTSIDE OF NEW YORK STATE**  
State of New Jersey, County of Bergen

On the 14<sup>th</sup> day of March, in the year of 2023, before me, the undersigned Agostino DiFeo, personally appeared and 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 her capacity as the Managing Member and Authorized Signatory, and that by his signature on the instrument, the individual, or the person upon behalf which of the individual acted, executed the instrument.

John M Buccinna  
Notary Public

JOHN M BUCCINNA  
Notary Public, State of New Jersey  
Comm. # 50205659  
My Commission Expires 01/05/2028

**BARGAIN AND SALE DEED  
WITH COVENENTS**

70 WESTCHESTER LLC

TO

SABER-NORTH WHITE PLAINS, LLC

**Record and Return to**

Philip L. Sharfstein, Esq.  
Westerman Ball Ederer Miller  
Zucker & Sharfstein, LLP  
1201 RXR Plaza  
Uniondale, New York 11556

*First American Title Insurance Company*

**SCHEDULE A  
DESCRIPTION OF PREMISES**

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**Title No.** BTA78528-E  
**Policy No.** 5011436-0298499e

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

**BEGINNING** at a point on the southerly side of Franklin Avenue, which point is distant 350.00 feet easterly from the corner formed by the intersection of the southerly side of Franklin Avenue with the easterly side of Westchester Avenue;

**THENCE** along the southerly side of Franklin Avenue, North 72 degrees 39 minutes 40 seconds East, 149.59 feet and North 72 degrees 38 minutes 30 seconds East, 65.33 feet to lands now or formerly of Saber White Plains LLC;

**THENCE** along the division line between premises herein described on the West and lands now or formerly of TB White Plains Apartments LLC, the following three (3) courses and distances:

1. South 17 degrees 21 minutes 30 seconds East, 178.44 feet;
2. South 77 degrees 15 minutes 00 seconds West, 59.14 feet; and
3. South 00 degrees 35 minutes 50 seconds West, 249.29 feet to the northerly side of Westchester Avenue;

**THENCE** along the same North 85 degrees 40 minutes 00 seconds West, 197.90 feet to lands now or formerly of 50 Westchester Avenue Realty, LLC;

**THENCE** along said lands, the following three (3) courses and distances:

1. North 02 degrees 54 minutes 00 seconds East, 97.67 feet;
2. North 00 degrees 12 minutes 40 seconds East, 75.11 feet;
3. North 02 degrees 42 minutes 50 seconds East, 18.62 feet to lands now or formerly of 26 Franklin Avenue LLC;

**THENCE** along said lands, the following four (4) courses and distances:

1. North 76 degrees 52 minutes 35 seconds East, 36.93 feet;
2. North 17 degrees 20 minutes 20 seconds West, 39.75 feet;
3. North 72 degrees 39 minutes 40 seconds East, 5.00 feet; and
4. North 17 degrees 20 minutes 20 seconds West, 120.00 feet to the point or place of **BEGINNING.**

### SOLE MEMBER WRITTEN CONSENT

The undersigned, being the Sole Member of Saber-North White Plains, LLC, does hereby certify as follows:

1. Saber-North White Plains, LLC is the prospective volunteer for the White Plains Chrysler Car Dealership Site located at 70 Westchester Avenue, New Rochelle, New York (consolidated lot number 126-61-3-15.1), formerly known as 70 Westchester Avenue (126.61-3-15); 64-68 Westchester Avenue (126.61-3-16.1); 62 Westchester Avenue (126.61-3-16.2); 42-44 Franklin Avenue (126.61-3-25); 38-40 Franklin Avenue (126.61-3-24) and 30-36 Franklin Avenue (126.61-3-23) (the "Site").

2. Sole Member Martin G. Berger has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer Saber-North White Plains, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Sole Member written Consent on this 28 day of October, 2020.

  
\_\_\_\_\_  
Martin G. Berger  
Saber-North White Plains, LLC  
Sole Member





Department of  
Environmental  
Conservation

## 60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

### **SUBMITTAL INSTRUCTIONS:**

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to [DERSiteControl@dec.ny.gov](mailto:DERSiteControl@dec.ny.gov). Print to pdf before submitting.

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

#### a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # \_\_\_\_\_".

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

#### b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:

Chief, Site Control Section  
Division of Environmental Remediation  
625 Broadway, 12th Floor  
Albany, NY 12233-7020

### **Section I: Property Information**

Site Name: White Plains Chrysler Car Dealership

DEC Site # C360209

Site Address: 70 Westchester Avenue, White Plains, New York 10601

### **Section II: Contact Information Person Submitting Notification**

Name: Linda R. Shaw, Esq., Knauf Shaw LLP

Address 1: 2600 Innovation Square, 100 S. Clinton Avenue

Address 2: Rochester, New York 14604

Phone: (585) 546-8430

E-mail: [lshaw@nyenvlaw.com](mailto:lshaw@nyenvlaw.com)

### **Section III: Type of Change and Date**

☒ Change of Ownership

☐ Change of Remedial Parties

☐ Transfer of Certificate of Completion

☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy) March 17, 2023

**Section IV: Description of Proposed Change (Required)**

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

The entire Brownfield Cleanup Program ("BCP") Site was purchased by current Volunteer Saber-North White Plains, LLC by Bargain and Sale Deed, dated March 17, 2023 and recorded March 20, 2023 with the Westchester County Clerk's Office under Control No.: 630583378. Please Exhibit A - Deed. This transfer does not effect the remediation efforts at the BCP Site because Saber-North White Plains, LLC is the current Volunteer pursuant to the Brownfield Cleanup Agreement effective May 18, 2021. Please note that Saber-North White Plains, LLC's current mailing address is 2453 Route 6, Brewster, New York 10509.

**Section V: Certification Statement**

Where the change 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)(4)(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: \_\_\_\_\_

(Signature)

5.25.25

(Date)

Martin G. Berger

(Print Name)

Address1: \_\_\_\_\_

Saber-North White Plains, LLC, 2453 Route 6

Address2: \_\_\_\_\_

Brewster, New York 10509

Phone: \_\_\_\_\_

(595) 250-0600

Email: \_\_\_\_\_

berger@saberfund.com

**Section 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 Environment Easement, Deed Restriction, or Site Management Plan subject to 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: Saber-North White Plains, LLC

Address:1 2453 Route 6

Address2: Brewster, New York 10509

Phone: (595) 250-0600 Email: berger@saberfund.com

Cert. Party Name: Martin G. Berger

Address:1 c/o Saber-North White Plains, LLC

Address2: 2453 Route 6, Brewster, New York 10509

Phone: (595) 250-0600 Email: berger@saberfund.com

## Section VII: Agreement to Notify DEC After Transfer

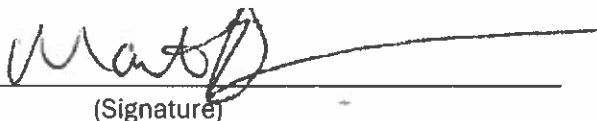
If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at Initial Notice And Transfer Of Certificate Of Completion - NYSDEC. This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

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) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form Initial Notice And Transfer Of Certificate Of Completion - NYSDEC.

Name:

  
(Signature)

5.25.25

(Date)

Martin G. Berger

(Print Name)

Address1:

Saber-North White Plains, LLC, 2453 Route 6

Address2:

Brewster, New York 10509

Phone:

(595) 250-0600

Email:

berger@saberfund.com

**Continuation Sheet** (if needed for multiple owners, representatives, or remedial parties)

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address:1 \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address:1 \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address:1 \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

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

Address:1 \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_