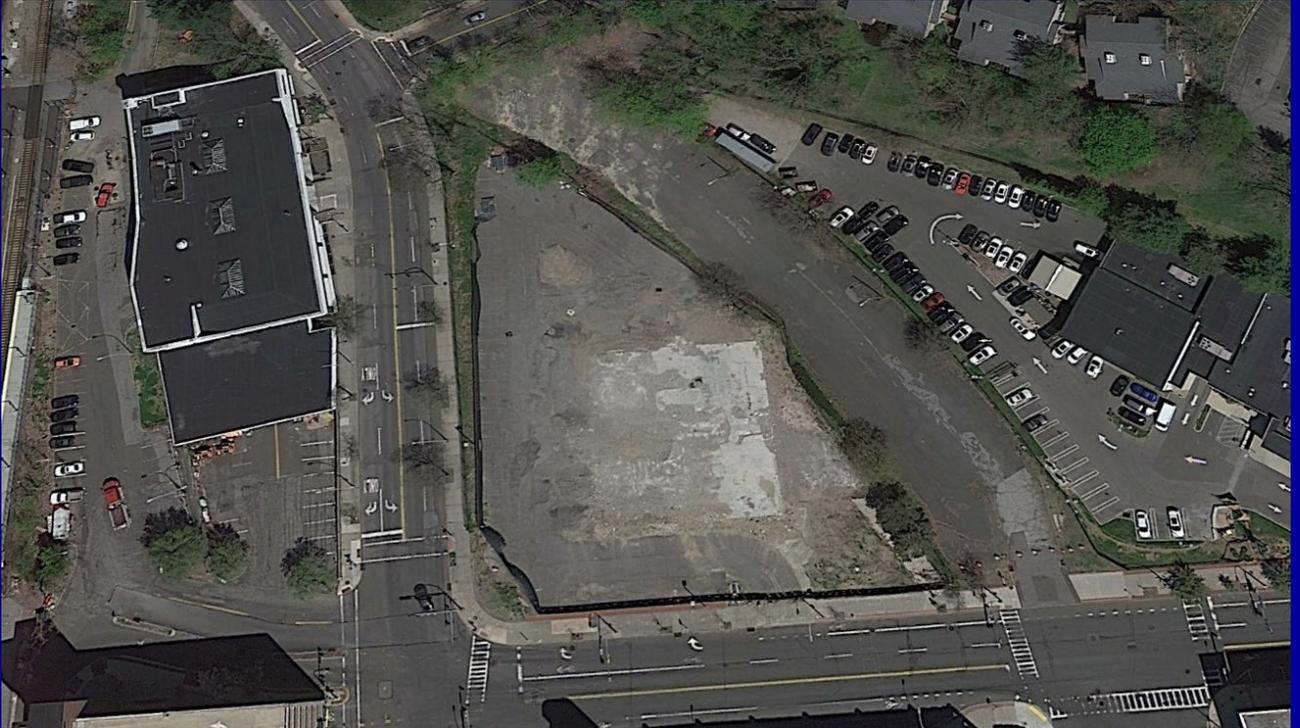


**1 Water Street L.L.C.
Brownfield Cleanup Program Application
One Water Street Blacksmith & Wheelwright Site
P/O 1 Water Street and P/O Former Lexington Avenue
White Plains, New York 10601**



**Legal & Consulting Team:
Knauf Shaw LLP & SESI Consulting Engineers
March 2023**

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1400 Crossroads Building
2 State Street
Rochester, New York 14614
nyenvlaw.com

LINDA R. SHAW
ATTORNEY AT LAW

T 585.546.8430
C 585.414.3122
lshaw@nyenvlaw.com

March 29, 2023

VIA ELECTRONIC MAIL

Site Control Section
Attn: Alexandra Servis-Oettinger
New York State Department of Environmental Conservation
Bureau of Technical Support
625 Broadway, 11th Floor
Albany, NY 12233-7020

**RE: BCP Application
One Water Street Blacksmith & Wheelwright Site
BCP Site No.: C360235**

Dear Ms. Servis-Oettinger:

Enclosed please find a revised Brownfield Cleanup Program (“BCP”) Application in response to the DEC’s comments received via email on January 24, 2023. The application has been updated to reflect the merger of the lots and supporting documentation regarding the Requestor’s status as a volunteer has been included. The onsite building was demolished in 2021, please see Exhibit M for the Demolition Contract, and the merger of the lots took place in May of 2021, please see Exhibit J for the Deeds.

We trust these corrections and responses satisfy your comments. Thank you.

Sincerely,

KNAUF SHAW LLP

A handwritten signature in black ink that reads "Linda R. Shaw".

LINDA R. SHAW

Ec: J. Brown, Director, Remedial Bureau C
O. Wolfe, Project Manager, Remedial Bureau C
K. Thompson, Section Chief, Remedial Bureau C - Section C
D. Bendell, RHWRE, Region 3
D. Pollock, Region 3
A. Johnson, Regional Attorney, Region 3
J. Giudice, Project Attorney
K. Lewandowski, Chief, Site Control Section
A. Servis-Oettinger
B. Sturr, 1 Water Street L.L.C. – bsturr@verisresidential.com



Alexandra Servis-Oettinger

March 29, 2023

Page 2

B. Primost, 1 Water Street L.L.C. – bprimost@verisresidential.com

F. Dahan, SESI Consulting Engineers – fd@sesi.org



Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.
If yes, provide existing site number: _____ Yes No

Is this a revised submission of an incomplete application?
If yes, provide existing site number: C360235 Yes No

BCP App Rev 14 – January 2023

SECTION I: Property Information

PROPOSED SITE NAME: One Water Street Blacksmith & Wheelwright Site

ADDRESS/LOCATION: 1 Water Street

CITY/TOWN: White Plains, New York **ZIP CODE** 10601

MUNICIPALITY (LIST ALL IF MORE THAN ONE): City of White Plains, Westchester County

COUNTY: Westchester **SITE SIZE (ACRES)** 1.23

LATITUDE: 41 ° 02 ' 04.7N **LONGITUDE:** 73 ° 46 ' 26.3W

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

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
1 Water Street	125.66	2	1.11	1.23

1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	<input checked="" type="radio"/> Y	<input type="radio"/> N
2. Is the required property map provided in electronic format with the application? (Application will not be processed without a map)	<input checked="" type="radio"/> Y	<input type="radio"/> N
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) If yes, identify census tract: Percentage of property in En-zone (check one): 0% <input checked="" type="radio"/> 1-49% <input type="radio"/> 50-99% <input type="radio"/> 100% <input type="radio"/>	<input type="radio"/> Y	<input checked="" type="radio"/> N
4. Is the project located within a disadvantaged community? See application instructions for additional information.	<input checked="" type="radio"/> Y	<input type="radio"/> N
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	<input type="radio"/> Y	<input checked="" type="radio"/> N
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	<input type="radio"/> Y	<input checked="" type="radio"/> N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?	<input type="radio"/> Y	<input checked="" type="radio"/> N
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.	<input type="radio"/> Y	<input checked="" type="radio"/> N

SECTION II: Project Description

1. The project will be starting at: Investigation Remediation

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

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

Yes No N/A

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

RIWP RAWP IRM No

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

Is this information attached? Yes No

SECTION III: Land Use Factors

1. What is the property's current municipal zoning designation? CB-4

2. What uses are allowed by the property's current zoning (select all that apply)?

Residential Commercial Industrial

3. Current use (select all that apply):

Residential Commercial Industrial Recreational Vacant

4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant.
Is this summary included with the application?

Y	N
<input checked="" type="radio"/>	<input type="radio"/>

5. Reasonably anticipated post-remediation use (check all that apply):

Residential Commercial Industrial

If residential, does it qualify as single-family housing? N/A

<input type="radio"/>	<input checked="" type="radio"/>
-----------------------	----------------------------------

6. Please provide a statement detailing the specific proposed post-remediation use.
Is this summary attached?

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

7. Is the proposed post-remediation use a renewable energy facility?
See application instructions for additional information.

<input type="radio"/>	<input checked="" type="radio"/>
-----------------------	----------------------------------

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

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

9. Is the proposed use consistent with applicable zoning laws/maps?
Please provide a brief explanation and additional documentation if necessary.

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans?
Please provide a brief explanation and additional documentation if necessary.

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

SECTION IV: Property's Environmental History

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

- 1. Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
- 2. SAMPLING DATA: INDICATE (BY SELECTING THE OPTIONS BELOW) KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. DATA SUMMARY TABLES SHOULD BE INCLUDED AS AN ATTACHMENT, WITH LABORATORY REPORTS REFERENCED AND INCLUDED.**

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chlorinated Solvents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other VOCs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SVOCs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Metals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pesticides	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PCBs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PFAS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1,4-dioxane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other – indicated below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please describe other known contaminants and the media affected:

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

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

Are the required drawings included with this application? YES NO

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

Coal Gas Manufacturing	<input 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	<input type="checkbox"/>

Other: blacksmith; wheelright; contaminated historic fill; adjacent fire house; Freon 11 release

SECTION V: Requestor Information		
NAME: 1 Water Street L.L.C.		
ADDRESS: Harborside 3, 210 Hudson Street, Suite 400		
CITY/TOWN: Jersey City, New Jersey		ZIP CODE 07311
PHONE: (732) 590-1508	EMAIL: bsturr@verisresidential.com	
	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database . A print-out of entity information from the database must be submitted with this application to document that that requestor is authorized to conduct business in NYS. Is this attached?	<input checked="" type="radio"/>	<input type="radio"/>
3. If the requestor is an LLC, the names of the members/owners need to be provided on a separate attachment. Is this attached? N/A <input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.	<input checked="" type="radio"/>	<input type="radio"/>

SECTION VI: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
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="radio"/>	<input checked="" 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 ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	<input type="radio"/>	<input checked="" 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 of contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	<input type="radio"/>	<input checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION VI: Requestor Eligibility (CONTINUED)

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?	Y <input type="radio"/>	N <input checked="" 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 checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>

12. 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:

<p>PARTICIPANT <input type="checkbox"/></p> <p>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.</p>	<p>VOLUNTEER <input checked="" type="checkbox"/></p> <p>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.</p> <p>NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.</p> <p>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.</p>
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13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?

Yes No N/A

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

Previous Owner Current Owner Potential/Future Purchaser Other: _____

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

Is this proof attached? Yes No N/A

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

SECTION VII: Requestor Contact Information

REQUESTOR'S REPRESENTATIVE: Beverly Sturr Esq. and Brian Primost, Project Manager

ADDRESS: 1 Water Street L.L.C. c/o Veris Residential Harborside 3, 210 Hudson Street, Suite 400

CITY: Jersey City, New Jersey | ZIP CODE: 07311

PHONE: (732) 590-1508 | EMAIL: bsturr@verisresidential.com; brpimost@verisresidential.com

REQUESTOR'S CONSULTANT (CONTACT NAME): Fuad Duhan

COMPANY: SESI Consulting Engineers

ADDRESS: 12A Maple Avenue

CITY: Pine Brook, New Jersey | ZIP CODE: 07058

PHONE: (862) 702-5728 | EMAIL: fd@sesi.org

REQUESTOR'S ATTORNEY (CONTACT NAME): Linda R. Shaw, Esq

COMPANY: Knauf Shaw LLP

ADDRESS: 2600 Innovation Square, 100 South Clinton Avenue

CITY: Rochester, New York | ZIP CODE: 14604

PHONE: (585) 546-8430 | EMAIL: lshaw@nyenvlaw.com

SECTION VIII: Program Fee

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

	Y	N
1. Is the requestor applying for a fee waiver based on demonstration of financial hardship?	<input type="radio"/>	<input checked="" type="radio"/>
2. If yes, appropriate documentation to demonstrate financial hardship must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application? N/A	<input type="radio"/>	<input type="radio"/>

SECTION IX: Current Property Owner and Operator Information

CURRENT OWNER: 1 Water Street L.L.C.

CONTACT NAME: Beverly Sturr, Esq. and Brian Primost

ADDRESS: Harborside 3, 210 Hudson Street, Suite 400

CITY: Jersey City, New Jersey | ZIP CODE: 07311

PHONE: (732) 590-1508 | EMAIL: bsturr@verisresidential.com; brpimost@verisresidential.com

OWNERSHIP START DATE: p/o Lot 125.66-2-1 3/1/2017 and p/o Lot 125.66-2-2 5/21/21

CURRENT OPERATOR: See Support Narrative - Site is Vacant but owned by Requestor

CONTACT NAME:

ADDRESS:

CITY: | ZIP CODE:

PHONE: | EMAIL:

OPERATION START DATE:

SECTION X: Property Eligibility Information

	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	<input type="radio"/>	<input checked="" type="radio"/>
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	<input type="radio"/>	<input checked="" type="radio"/>
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: _____	<input type="radio"/>	<input checked="" type="radio"/>
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. <div style="text-align: right;">N/A <input checked="" type="radio"/></div>	<input type="radio"/>	<input type="radio"/>
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	<input type="radio"/>	<input checked="" type="radio"/>
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information.	<input type="radio"/>	<input checked="" type="radio"/>

SECTION XI: Site Contact List

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

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

SECTION XII: Statement of Certification and Signatures

(By requestor who is an individual)

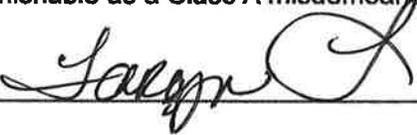
If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the DER-32, Brownfield Cleanup Program Applications and Agreements; and (3) that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

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

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

Date: 10/20/22 Signature:  _____

Print Name: Taryn Fielder

SUBMITTAL INFORMATION

- Two (2) copies, one unbound paper copy of the application form with original signatures and table of contents, and one complete electronic copy in final, non-fillable Portable Document Format (PDF), must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, NY 12233-7020

PLEASE DO NOT SUBMIT PAPER COPIES OF SUPPORTING DOCUMENTS. Please provide a hard copy of ONLY the application form and a table of contents.

FOR DEC USE ONLY
BCP SITE T&A CODE: _____ LEAD OFFICE: _____

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

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

BCP App Rev 14

Please respond to the questions below and provide additional information and/or documentation as required.	Y	N
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input checked="" 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 NYS Tax Law 21(b)(6)?	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down or underutilized as defined below?		
Upside down	<input type="radio"/>	<input type="radio"/>
Underutilized	<input type="radio"/>	<input type="radio"/>

From ECL 27-1405(31):

“Upside down” shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.

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

375-3.2:

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

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

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

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

Check appropriate box below:

Project is an Affordable Housing Project – regulatory agreement attached

Project is planned as Affordable Housing, but agreement is not yet available*

*Selecting this option 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’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

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

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

Yes – planned renewable energy facility site with documentation

Pending – planned renewable energy facility awaiting documentation

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

No – not a planned renewable energy facility site

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

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

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

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

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

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

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

No

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

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

BCP APPLICATION SUPPORT DOCUMENT

BCP APPLICATION SUPPORT DOCUMENT
Exhibit List

Exhibit A	Site Location and Base Property Map
Exhibit B	Survey and Tax Map
Exhibit C	BOA, Disadvantaged Communities, Environmental Justice and En-Zone Maps
Exhibit D	Flood Map
Exhibit E	Zoning Map
Exhibit F	Previous Owners and Operators
Exhibit G	Site Drawing Spider Maps
Exhibit H	DOS Entity Information
Exhibit I	Corporate Consent
Exhibit J	Deeds
Exhibit K	Site Contact List
Exhibit L	Repository Letter

ENVIRONMENTAL REPORTS SEPARATELY ATTACHED ON CD:

- A. February 2018 Geophysical Investigation Report prepared by Enviroprobe Service Inc. for SESI Consulting Engineers (“SESI”)
- B. March 2018 Environmental Sampling and Testing Results Letter prepared by SESI for Roseland Residential Trust
- C. March 2018 Phase I Environmental Site Assessment (“ESA”) Report prepared by SESI for Roseland Residential Trust
- D. September 2022 SESI Phase II ESA

SECTION I – PROPERTY INFORMATION

The BCP Site is located at the following address:

Parcel Address	Tax Parcel Identification No.	Acreage
1 Water Street	125.66-2-1.11	1.23

The 1.23 acre BCP Site located at 1 Water Street in White Plains, New York 10601 (“Site” or “BCP Site”). The Site Location and Base Property Map are in Exhibit A. The acreage was determined using the Survey Map in Exhibit B. The new Tax Map is in Exhibit B.

1. Site Boundary and Tax Parcel Information

The Site boundary does correspond to the tax boundaries. The Tax Boundary Map, new official tax map and a Survey map are provided in Exhibit B. The Site is made up of a portion of the former Tax Lot 125.66-2-1 and a portion of the former Tax Lot 125.66-2-2. There was a partial tax lot swap with the White Plains Urban Renewal Authority (“WPURA”) whereby a 0.29 acre portion of the former Tax Lot 125-66-2-1 was transferred to WPURA and a 0.28 acre portion of the former Tax Lot 125.66-2-2 was transferred to the Requestor by WPURA (shown as Lot 1B on the survey map) The 0.28 acre piece of land transferred to the Requestor (formerly a portion of 125.66-2-2 and the 0.95 acre piece of land retained by the Requestor (formerly a portion of 125.66-2-1, were subdivided from their original parcels and merged to create one 1.23 acre parcel, known as 1 Water Street, Tax ID 125.66-2-1.11 (the Site). This merger of the lots took place as of the date of the most recent deeds, which is May 21, 2021. See new official Tax Map in Exhibit B and Deeds in Exhibit J.

2. Property Map

The BCP Site Location and Base Property Map are in Exhibit A. The Survey map is in Exhibit B.

3-5. BOA, Disadvantage Communities, EJ and En-Zone Designations

The Site BOA, Disadvantaged Communities, Environmental Justice, and En-Zone Maps are in Exhibit C. The Site is not located in a BOA but is near an EnZone, and immediately adjacent to a Potential Environmental Justice Area. The Site is located in a disadvantaged community area.

6-11. Please refer to responses on the BCP Application Form.

12. Easements and Existing Rights of Way

There are no Easements or Existing Rights-of-Way located on the Site. There is a Con Ed easement immediately north of the Site. See Exhibit B Survey Map.

13. Please refer to response on the BCP Application Form.

14. Property Description Narrative

A. Site Location

The Site is located at the follow address in an urban area in the City of White Plains, New York 10601:

Parcel Address	Tax Parcel Identification No.
1 Water Street	p/o 125.66-2-1.11

The surrounding area is occupied by commercial buildings. The Site is wrapped in an arc to the north and east by a public parking lot. A car dealership and service facility are also located east of the Site. Water Street is located south of the Site, and Ferris Avenue is located west of the Site. A New York Metropolitan Transit Authority Bus Terminal and a municipal parking garage are located southwest of the Site beyond Water Street and Ferris Avenue. A municipal building and fire house are located beyond Ferris Avenue to the west.

B. Site Features

The Site was most recently developed with a four-story commercial office building. The building contained no basement. A hydraulic elevator was located within the former building. An asphalt-paved parking area and some landscaped areas were present on the Site. but the Site is now vacant. Two security gates are present at the parking lot entrance and exit in the southern portion of the Site. In addition, a portion of the Site was developed as a parking lot/roadway. An easement utilized by Consolidated Edison (“Con Ed”) is located north of the Site in the east-west direction. *See Exhibit B Survey Map.* The closest water body, the Bronx River, is located approximately 0.125 miles from Site. The Site is not located in a flood zone. *See Exhibit D, Flood Map.* The nearest surface water body is the Kensico Reservoir located approximately 2.65 miles northeast of the Site.

C. Current Zoning and Land Use

The Site is currently located in the Core Business-4 (“CB-4”) District. *See Exhibit E, Zoning Map.* The CB-4 designation allows for multi-family residential buildings and commercial uses and the Site has already received all required land use approvals for the project including Site Plan approval.

The Site is also located in the City’s Central Parking Area (“CPA”) overlay district. The CPA overlay was created with the purpose of setting special parking requirements for land uses within the Central Business districts. Parking requirements are lower for a given use to reflect the complementary mix of land uses in this dense downtown urban area.

A New York Metropolitan Transit Authority bus terminal is located directly across Water Street from the Site. The closest rail line is located approximately 290 feet from the Site. The Metro North Station is located approximately 462 feet from the Site.

D. Past Use of the Site

See Section IV.4 for full description of past land uses. The historical use of the Site as blacksmith and wheelwright constituted a possible recognized environmental condition (“REC”) in the 2018 Phase I Report and further investigation of the Site in 2021 and 2022 suggests this use caused SVOC and metals contamination in the soil and other contamination in groundwater and soil vapor since this use was present for many years. A wheelwright repairs wheels and this prior operation, which extended into the 1940s, may have used solvents. In addition, in 1911 Standard Oil and in 1930, The Texas Co., which operated an Oil Storage warehouse, fronted the Site. In 1950, Westchester Asphalt Company fronted the Site and its operations including storage of asphalt and gasoline tanks were present. Contaminated historic fill material containing varying amount of brick, concrete, asphalt, and ash was also identified at the Site during the SESI February 2018 geotechnical investigation and later 2021 and 2022 subsurface investigations. An earlier 1997 Phase I report revealed that underground storage tanks were historically present at the adjacent Fire House Station site, which may have leaked and lead to some on-Site contamination. There were four historic spills at that Site¹:

- April 14, 1988 Spill No. 8800487 closed January 11, 1989
- April 21, 1988 Spill No. 8800670 closed January 11, 1989 and
- May 26, 1988 Spill No. 8801791 closed January 24, 1989
- September 7, 1994 Spill No. 9408242 closed the same day

A total of four underground storage tanks (USTs) were removed from the Fire Station Site prior to April 1991. Two 10,000 gallon heating fuel oil USTs and one 2,000 gallon leaded gasoline UST were removed from that property at that same time. That property was registered under PBS No. 3-169439. An EDR Report contained within the 1997 Phase I Report also discussed the 1994 petroleum spill to the sewer on Ferris Avenue. Gasoline tanks were identified at the adjacent Surface Transportation Systems Garage, which may have leaked and lead to some groundwater or soil vapor contamination. Despite these spills in close proximity to the Site, since these prior spills were closed to the satisfaction of the NYSDEC, and given that the consultant concluded that there was no evidence the tanks had leaked, the consultant that performed the initial Phase I for Cali Realty Corporation did not conclude that the spills on the adjacent parcel represented a recognized environmental condition and the Phase I report had a “clean” no environmental impact conclusion. Nevertheless, despite spill closure, these historic spills may have contributed to contamination under the Site. The adjacent Fire House was only located 0.125 miles away. This Fire Station may have also led to some of the PFAS groundwater contamination. Trichlorofluoromethane (Freon-11) was also detected throughout the Site, indicating a potential Freon-11 release. The historical owners and uses associated with the Site are further described below and in Exhibit F, Previous Owners and Operators List.

E. Site Geology and Hydrogeology

According to the United States Geological Survey (USGS) White Plains, NY, 2013, 7.5-minute

¹ The text in this earlier Phase I could be interpreted by the way text is written as if the spills occurred on this BCP Site. However, a detailed review reveals that the spills occurred on the Fire Station Site located at 20 Ferris Avenue.

Series topographic map, the Site’s average elevation is approximately 189 feet above mean sea level (“amsl”). The Site gently slopes downward from north to south, ranging from approximately 197 feet amsl to 186 feet amsl. Groundwater is expected to flow to the south. Groundwater was observed at approximately 10-15 ft-bgs at the Site. Groundwater in White Plains is not used for drinking water purposes and there is no current or proposed groundwater use at the Site. To the best of the applicant’s team’s knowledge of this area, there is no proposed future groundwater use anticipated at or near the Site. Westchester County also prohibits the use of groundwater.

The Site is characterized by fill to depths ranging from five (5) to twelve (12) feet below grade surface (“ft-bgs”). The fill is characterized by gray-brown sands mixed with varying amounts of brick, concrete, asphalt, and ash. The fill may have been used to raise the Site elevation to its current configuration. A brown sand layer is present beneath the fill layer. This layer contains varying amounts of clayey silt and gravel that extent to bedrock. The depth of bedrock at the Site appears to vary significantly from 30 ft-bgs within the northeast portion of the Site to greater than 55 ft-bgs in the southwest portion of the Site.

15-17. Regarding Questions 15-17 on the BCP Application:

There are no responses to question 15-17 on the BCP Application Form since this Site is not located in New York City.

SECTION II – PROJECT DESCRIPTION

1-3. Please refer to BCP Application Form.

4. Short Project Description

The planned redevelopment of the Site entails the construction of a multi-story mixed-use residential and commercial building. In addition, a dog park, parking garage, and several planting beds will be developed on the Site.

Schedule – Commencement through COC

A Remedial Investigation (“RI”) Work Plain (“RIWP”) is expected to be completed on the Site by February 2023. Remedial Investigation is expected to be completed on the Site by Spring 2023. There are no significant site preparation activities required since demolition has already occurred. The Remedial Action Work Plan (“RAWP”) will be completed in the Summer of 2023 and any required remediation may commence in the Fall or Winter of 2023 depending on when the 45 day public comment period is terminated and the RAWP is approved. The Certificate of Completion is anticipated to be issued by the end of December 2023 or in early to mid-2024.

SECTION III – LAND USE FACTORS

1. Current Zoning

The Site is within the CB-4 District. *See Exhibit E, Zoning Map.*

2. Allowed Uses

The CB-4 zoning district allows for multi-family residential buildings and commercial uses. The Site is located in the City's CPA overlay district. The CPA overlay was created with the purpose of setting special parking requirements for land uses within the Central Business districts. Parking requirements are lower for a given use to reflect the complementary mix of land uses. The Site has already received all land use approvals for the project; therefore, the proposed project is an allowed use under the current zoning.

3-4. Current Use

This Site is currently vacant. The Site was formerly developed with a four-story commercial office building and associated parking lot. The building was demolished in 2021. The Site also contains a portion of a former roadway/ parking lot.

5. Intended Use Post Remediation

After the remediation, the Site will be used for a mixed-use commercial and residential building. The post remediation of the Site does not include any single-family residential component.

6. Post Remediation Use

Post remediation use of the Site entails a new mixed-use commercial and residential building with outdoor amenities such as a dog park, parking garage, and several planting beds

7. Renewable Energy Facility

The proposed post-remediation use is not a renewable energy facility.

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

Yes, current, historical and/or recent development patterns support the proposed use.

9. Is the proposed use consistent with applicable zoning laws/maps?

Yes, the proposed use is consistent with the applicable zoning laws, which allow for multi-family residential buildings and commercial buildings.

10. Consistent with the Master Plan?

Yes, the project is consistent with the White Plains Comprehensive Plan, which emphasizes housing in the downtown area as crucial to revitalization.

SECTION IV – PROPERTY’S ENVIRONMENTAL HISTORY

1. List of Environmental Reports

The following is the list of environmental reports for the Site separately attached:

- A. Feb. 2018 Geophysical Investigation Report prepared by Enviroprobe Service Inc. for SESI Consulting Engineers (“SESI”)
- B. March 2018 Environmental Sampling and Testing Results Letter prepared by SESI for Roseland Residential Trust
- C. March 2018 Phase I Environmental Site Assessment (“ESA”) Report prepared by SESI for Roseland Residential Trust
- D. September 2022 SESI Phase II Report

2. Sampling Data

See Exhibit G Spider Maps which include sampling data summaries, and Section IV.3.

3. Environmental Assessment

Based on the three investigations conducted to date, the primary contaminants of concern are: semi-volatile organic compounds (SVOCs) and metals in soil; volatile organic compounds (VOCs), SVOCs, one pesticide, PFAS and metals in groundwater; and multiple types of VOCs in soil vapor. The year in which the investigation data was obtained is included in the data summary charts below and the two environmental reports, which contain this data, are attached hereto. See Exhibit G Site Drawing Spider Maps.

Soil:

Analytes > RRSCOs	Detections > RRSCOs	Maximum Detection (mg/kg)	RRSCO (mg/kg)	Depth (ft-bgs)	Sampling Date
SVOCs					
Benzo(a)anthracene	2	1.1	1 1	2 & 4	2018
	1	1.9	1 1	2-4	2021
	1	1.67	1 1	11-11.5	2022
Benzo(a)pyrene	1	1.1	1 1	2	2018
	1	1.66	1 1	2-4	2021
	1	1.2	1 1	11-11.5	2022

Benzo(b)fluoranthene	2	1.6	1	1	2	2018
	2	1.81	1	1	2-4	2021
	1	1.35	1	1	11-11.5	2022
Indeno(1,2,3-cd)pyrene	2	1.02	0.5	0.5	2-4	2021
	1	0.705	0.5	0.5	11-11.5	2022
METALS						
Arsenic	1	17.4	13	16	10-12	2021
Lead	2	583	63	400	4	2018
	1	417	63	400	3-5	2021
	1	777	63	400	4.5-5	2022

Benzo(a)anthracene (1.1 mg/kg), benzo(a)pyrene (1.1 mg/kg) and benzo(b)fluoranthene (1.6 mg/kg) were detected above the RRSCO of 1 mg/kg at depths of 2 ft-bgs in 2018. Benzo(a)anthracene (1.9 mg/kg), benzo(a)pyrene (1.66 mg/kg) and benzo(b)fluoranthene (1.81 mg/kg) were detected above the RRSCO of 1 mg/kg at depths between 2 and 4 ft-bgs in 2021. Benzo(a)anthracene (1.67 mg/kg), benzo(a)pyrene (1.2 mg/kg) and benzo(b)fluoranthene (1.35 mg/kg) were detected above the RRSCO of 1 mg/kg at depths between 11 and 11.5 ft-bgs in 2022. Indeno(1,2,3-cd)pyrene was detected at 1.02 mg/kg in excess of the RRSCO of 0.5 mg/kg between 2 and 4 ft-bgs in 2021, and 0.705 mg/kg between 11 and 11.5 ft-bgs in 2022. Arsenic was detected at 17.4 mg/kg in excess of the RRSCO of 16 mg/kg between 10 and 12 ft-bgs in 2021. Lead was detected at 583 mg/kg in excess of the RRSCO of 400 mg/kg at 4 ft-bgs in 2018, 417 mg/kg between 3 and 5 ft-bgs in 2021 and 777 mg/kg between 4.5 and 5 ft-bgs in 2022.

Groundwater:

Analyte > AWQS	Detections > AWQS	Max Detection (µg/L)	AWQS (µg/L)	Sampling Date
Pesticides				
Dieldrin	1	0.022	0.004	2022
VOCs				
Trichlorofluoromethane	1	21.7	5	2021
SVOCs				
Benzo(a)anthracene	2	1.6	0.002	2021
Benzo(a)anthracene	2	40.3	0.002	2022
Benzo(a)pyrene	1	2.7	0	2021
Benzo(a)pyrene	2	34.2	0	2022
Benzo(b)fluoranthene	1	2.9	0.002	2021
Benzo(b)fluoranthene	2	37.5	0.002	2022
Benzo(k)fluoranthene	1	0.98	0.002	2021
Benzo(k)fluoranthene	1	12.8	0.002	2022
Chrysene	1	1.9	0.002	2021
Chrysene	2	40.5	0.002	2022
Indeno(1,2,3-cd)pyrene	1	2.5	0.002	2021
Indeno(1,2,3-cd)pyrene	2	19.5	0.002	2022
Pentachlorophenol	1	1.7	1	2021
Fluoranthene	1	69.2	50	2022

Phenanthrene	1	61.2	50	2022
Pyrene	1	83.8	50	2022
Perfluorooctanoic acid	3	35.5	10	2021
Perfluorooctanoic acid	3	22.4	10	2022
Perfluorooctanesulfronic acid	2	25.3	10	2021
Perfluorooctanesulfronic acid	2	38.9	10	2022
Metals				
Cadmium	3	5.6	5	2021
Iron	3	13,100	300	2021
Iron	3	106,000	300	2022
Lead	1	398	25	2021
Lead	3	509	25	2022
Magnesium	2	56,400	35,000	2021
Magnesium	3	217,000	35,000	2022
Manganese	3	6,940	300	2021
Manganese	3	14,700	300	2022
Sodium	3	3,210,000	20,000	2021
Sodium	3	735,000	20,000	2022
Nickel	3	114	100	2022
Mercury	3	1.8	0.7	2022
Chromium	3	112	50	2022
Barium	3	2,130	1,000	2022

Groundwater sampling results were compared to the NYSDEC Ambient Water Quality Standards (“AWQS”). The contaminants of concern were found to be VOCs, SVOCs, pesticides and metals in groundwater. One VOC, trichlorofluoromethane, was detected in one boring at 21.7 µg/L in exceedance of the NYSDEC AWQS of 5 µg/L in 2021.

A number of SVOCs exceedances were detected in groundwater samples. Benzo(a)anthracene (1.6 µg/L), benzo(b)fluoranthracene (2.9 µg/L), benzo(k)fluoroanthracene (0.98 µg/L), chrysene (1.9 µg/L), and indeno(1,2,3-cd)pyrene (2.5 µg/L) were detected above their NYSDEC AWQS of 0.002 µg/L in 2021. Benzo(a)anthracene (40.3 µg/L), benzo(b)fluoranthracene (37.5 µg/L), benzo(k)fluoroanthracene (12.8 µg/L), chrysene (40.5 µg/L), and indeno(1,2,3-cd)pyrene (19.5 µg/L) were detected above their NYSDEC AWQS of 0.002 µg/L in 2022. Benzo(a)pyrene was detected in one boring in 2021 at 2.7 µg/L and at 34.2 µg/L in 2022 in excess of the NYSDEC AWQS of 0 µg/L. Pentachlorophenol was detected in 2021 in one boring at 1.7 µg/L in excess of the NYSDEC AWQS of 1 µg/L. Fluoranthene (69.2 µg/L), phenanthrene (61.2 µg/L), and pyrene (83.8 µg/L) were detected above their NYSDEC AWQS of 50 µg/L in 2022. Perfluorooctanoic acid (35.5 ng/L, and 22.4 ng/L) and perfluorooctanesulfronic acid (25.3 ng/L, and 38.9 ng/L) were detected in excess of their NYSDEC AWQS of 10 ng/L in a number of samples in 2021 and 2022.

A number of metals were also detected in groundwater. In 2021, Cadmium (5.6 µg/L) was detected in excess of its NYSDEC AWQS of 5 µg/L, and lead was detected in excess of their NYSDEC

AWQS's of 25 µg/L in 2021 with 398 µg/L, and 509 µg/L in 2022. Iron (13,100 µg/L, and 106,000 µg/L) and manganese (6,940, and 14,700 µg/L) were detected in excess of the NYSDEC AWQS of 300 µg/L in 2021 and 2022. Magnesium was detected at 56,400 µg/L in 2021 and in 2022 it was detected at 217,000 µg/L in excess of the NYSDEC AWQS of 35000 µg/L. Sodium was detected at 3,210,000 µg/L in 2021, and 735,000 µg/L in 2022 in excess of the NYSDEC AWQS of 20,000 µg/L. Nickel was detected at 114 µg/L, in exceedance of the NYSDEC AWQS of 100 µg/L in 2022. Mercury was detected at a level of 1.8 µg/L in 2022, exceeding the NYSDEC AWQS of 0.7 µg/L. Also in 2022, chromium (112 µg/L) and barium (2130 µg/L) were detected in excess of their NYSDEC AWQS's of 50 µg/L and 1,000 µg/L, respectively.

One pesticide, dieldrin, was detected at 0.022 µg/L, exceeding the NYSDEC AWQS of 0.004 µg/L in 2022.

Soil Vapor:

Analytes	Total Detections	Max Detection (µg/m ³)	Type	Sampling Date
VOCs				
Acetone	7	1240	Soil Vapor	2021
Acetone (2-Propanone)	4	292	Soil Vapor	2022
1,3-Butadiene	1	70.8	Soil Vapor	2021
1,3-Butadiene	1	2.7	Soil Vapor	2022
Benzene	5	31	Soil Vapor	2021
Benzene	4	22	Soil Vapor	2022
Carbon disulfide	4	402	Soil Vapor	2021
Carbon disulfide	2	61	Soil Vapor	2022
Chloroform	1	3.3	Soil Vapor	2021
Chloroform	2	4.6	Soil Vapor	2022
Chloromethane	2	5.4	Soil Vapor	2021
Chloromethane	4	2.5	Soil Vapor	2022
Carbon tetrachloride	1	0.36	Soil Vapor	2021
Carbon tetrachloride	2	0.51	Soil Vapor	2022
Cyclohexane	3	2020	Soil Vapor	2021
Cyclohexane	2	10	Soil Vapor	2022
1,2-Dichloroethane	1	10	Soil Vapor	2021
Dichlorodifluoromethane	2	2.4	Soil Vapor	2021
Dichlorodifluoromethane	2	2.2	Soil Vapor	2022
Cis-1,2-Dichloroethylene	2	8.7	Soil Vapor	2021
m-Dichlorobenzene	3	9	Soil Vapor	2022
Ethanol	7	1430	Soil Vapor	2021
Ethanol	3	170	Soil Vapor	2022
Ethylbenzene	3	17	Soil Vapor	2021
Ethylbenzene	3	5.6	Soil Vapor	2022
Ethyl Acetate	3	37.4	Soil Vapor	2021

Ethyl Acetate	4	62.6	Soil Vapor	2022
4-Ethyltoluene	3	2.3	Soil Vapor	2022
Freon 114	2	3.4	Soil Vapor	2022
Heptane	5	259	Soil Vapor	2021
Heptane	4	123	Soil Vapor	2022
Hexane	7	497	Soil Vapor	2021
Hexane	3	129	Soil Vapor	2022
2-Hexanone	2	47.4	Soil Vapor	2021
2-Hexanone	2	4.9	Soil Vapor	2022
Isopropyl Alcohol	7	161	Soil Vapor	2021
Isopropyl Alcohol	3	1130	Soil Vapor	2022
Methylene chloride	3	14	Soil Vapor	2021
Methylene chloride	3	2.8	Soil Vapor	2022
Methyl ethyl ketone	7	180	Soil Vapor	2021
Methyl ethyl ketone	3	22	Soil Vapor	2022
Methyl isobutyl Ketone	2	12	Soil Vapor	2021
Methyl isobutyl Ketone	4	47.5	Soil Vapor	2022
Methylmethacrylate	1	1.6	Soil Vapor	2022
Propylene	6	1370	Soil Vapor	2021
Propylene	2	179	Soil Vapor	2022
1,1,1-Trichloroethane	1	2.2	Soil Vapor	2021
1,1,1-Trichloroethane	1	11	Soil Vapor	2022
1,2,4-Trimethylbenzene	3	14	Soil Vapor	2021
1,2,4-Trimethylbenzene	4	9.3	Soil Vapor	2022
1,3,5-Trimethylbenzene	3	2.7	Soil Vapor	2022
2,2,4-Trimethylpentane	1	308	Soil Vapor	2021
2,2,4-Trimethylpentane	3	55.1	Soil Vapor	2022
Tertiary Butyl Alcohol	5	24	Soil Vapor	2021
Tertiary Butyl Alcohol	3	39.7	Soil Vapor	2022
Tetrachloroethylene	5	49	Soil Vapor	2021
Tetrachloroethylene	4	8.8	Soil Vapor	2022
Tetrahydrofuran	4	14	Soil Vapor	2022
Toluene	7	56.2	Soil Vapor	2021
Toluene	4	21	Soil Vapor	2022
Trichloroethylene	2	7	Soil Vapor	2021
Trichloroethylene	2	0.54	Soil Vapor	2022
Trichlorofluoromethane	4	389	Soil Vapor	2021
Trichlorofluoromethane	4	433	Soil Vapor	2022
Vinyl chloride	1	3.1	Soil Vapor	2021
Vinyl Acetate	1	4.2	Soil Vapor	2022
M p-Xylene	5	68.6	Soil Vapor	2021
M p-Xylene	4	25	Soil Vapor	2022
o-Xylene	4	23	Soil Vapor	2021
o-Xylene	3	11	Soil Vapor	2022
Xylenes (total)	5	91.6	Soil Vapor	2021

Xylenes (total)	4	36	Soil Vapor	2022
-----------------	---	----	------------	------

Soil Vapor samples were compared to the New York State Department of Health (“NYSDOH”) Soil Vapor/Indoor Air Decision Matrices, which only includes eight VOCs. Cis-1,2-dichloroethylene was detected in one vapor point at 8.7 µg/m³ in 2021, which exceeds the NYSDOH Matrix Value of 6 µg/m³ requiring monitoring or mitigation. Trichloroethylene was also detected at one vapor point in 2021 at 7 µg/m³, which exceeds the NYSDOH Matrix Value of 6 µg/m³. A large number of additional VOCs were detected in soil vapor samples as depicted in the chart above, including some petroleum related VOCs, chlorinated VOCs and other VOCs. However, these compounds are not covered in the NYSDOH Matrices.

4. Past Land Use

A. Past Use of the Site

In 1889, the Site consisted of Mott Avenue with six two-story dwellings located on either side of Mott Avenue. Mott Avenue ran in the east-west direction. In 1894, a wagon shed and storage building was added to the southern portion Site. The number of dwellings on the Site increased by 1930. The southern portion of the Site was used by a blacksmith and a wheelwright in 1930. In 1943, the blacksmith and wheelwright are no longer present on the Site, but the remaining buildings are consistent with previous maps.

Between 1962 and 1971, several structures to the south of Mott Avenue appear to have been removed. By 1974, all the on-Site dwellings were demolished, and the Site was vacant. An apparent roadway (Ferris Avenue) was also under construction to the west of the Site. The current on-Site concrete and glass structure was constructed in 1980. In 1985, historic maps depict the site as occupied by a multi-story building and associated parking lot. Mott Avenue is no longer present in maps from 1985. The reconfiguration of roads included the construction of Ferris Avenue and Water Street. In 2018, the northern portion of the Site was used by a landscaping company for equipment and materials storage.

Also as noted above in Section I.14.D, historic adjacent uses included a historic of Oil Storage from 1911 through the 1930’s, coal storage, Asphalt storage and adjacent underground storage tanks and spills on the Fire Station site located at 20 Ferris Avenue may have contributed to area-wide groundwater and soil vapor issues.

The historical use of the Site as blacksmith and wheelwright from the turn of the century into the 1940’s constituted a possible recognized environmental condition (“REC”) in the 2018 Phase I Report and further investigation of the Site in 2021 and 2022 suggests these uses may have contributed to SVOC and metals contamination in the soil and other contamination in groundwater and soil vapor since this use was present for many years. A wheelwright repairs wheels and this prior operation, which extended into the 1940s, may have used solvents. In addition, in 1911 Standard Oil and in 1930, The Texas Co., which operated an Oil Storage warehouse, fronted the Site. In 1950, Westchester Asphalt Company fronted the Site and its operations including storage of asphalt and gasoline tanks were present. Contaminated historic fill material containing varying amount of brick, concrete, asphalt, and ash was also identified at the Site during the SESI February

2018 geotechnical investigation and later 2021 and 2022 subsurface investigations. An earlier 1997 Phase I report revealed that underground storage tanks were historically present at the adjacent Fire House Station site, which may have leaked and lead to some on-Site contamination. There were four historic spills at that Site²:

- April 14, 1988 Spill No. 8800487 closed January 11, 1989
- April 21, 1988 Spill No. 8800670 closed January 11, 1989 and
- May 26, 1988 Spill No. 8801791 closed January 24, 1989
- September 7, 1994 Spill No. 9408242 closed the same day

A total of four underground storage tanks (USTs) were removed from the Fire Station Site prior to April 1991. Two 10,000 gallon heating fuel oil USTs and one 2,000 gallon leaded gasoline UST were removed from that property at that same time. That property was registered under PBS No. 3-169439. An EDR Report contained within the 1997 Phase I Report also discussed a petroleum spill to the sewer on Ferris Avenue. Despite these spills in close proximity to the Site, since these prior spills were closed to the satisfaction of the NYSDEC, and given that the consultant concluded that there was no evidence the tanks had leaked, the consultant that performed the initial Phase I for Cali Realty Corporation did not conclude that the spills on the adjacent parcel represented a recognized environmental condition and the Phase I report had a “clean” no environmental impact conclusion. Nevertheless, despite spill closure, these historic spills may have contributed to contamination under the Site. The adjacent Fire House was only located 0.125 miles away. This Fire Station may have also led to some of the PFAS groundwater contamination. Trichlorofluoromethane (Freon-11) was also detected throughout the Site, indicating a potential Freon-11 release.

In sum, the historical use of the Site as blacksmith and wheelwright constituted a possible recognized environmental condition (“REC”) in the 2018 Phase I Report and further investigation of the Site in 2021 and 2022 suggests this use caused SVOC and metals contamination in the soil and other contamination in groundwater and soil vapor since this use was present for many years. A wheelwright repairs wheels and this prior operation, which extended into the 1940s, may have used solvents. Contaminated historic fill material containing varying amount of brick, concrete, asphalt, and ash was identified at the Site during the SESI February 2018 geotechnical investigation and later 2021 and 2022 subsurface investigations. Gasoline tanks were identified at the adjacent Surface Transportation Systems Garage, which may have leaked and lead to some groundwater or soil vapor contamination. There was also an adjacent Fire House, which may have led to some of the PFAS groundwater contamination.

B. Past Investigations Related to Uses and Environmental Conditions that Led to the Submission of this Application.

In March 2018, SESI Consulting Engineers (“SESI”) prepared a Phase I ESA at the request of Roseland Residential Trust. The Phase I determined that the blacksmith and wheelwright operations, potential contaminants historic fill containing ash and a buried transformer were recognized environmental conditions (“RECs”) at the Site prior to redevelopment.

² The text in this earlier Phase I is written as if the spills occurred on this BCP Site. However, a detailed review reveals that the spills occurred on the Fire Station Site located at 20 Ferris Avenue.

At the time of the investigation, the northern portion of the Site was utilized by a landscaping company for equipment and materials storage and some soil staining was noted from the equipment storage. The Site also contained several commercial occupants operating within the office building. During its investigation, SESI was informed that a historic, abandoned underground water holding-tank system of unknown capacity was utilized at the Site for the old sprinkler system. The location of the tank is unknown, but it is most likely abandoned in-place below the asphalt parking lot outside of the western entrance to the existing building. SESI did not consider the presence of this tank to be a REC because it allegedly only stored water but this tank is still present. In addition, there is a buried transformer, which is maintained by Consolidated Edison, adjacent to the south entrance gate.

The Nuclear Development Corp. of America site is located approximately 0.125 miles from the Site and is listed on the Formerly Utilized Sites Remedial Action Program (“FUSRAP”) database. The Site is confirmed to have handled radioactive materials, including uranium, and SESI determined that the nature of historic operations constituted a REC.

In March 2018, SESI prepared an Environmental Sampling and Testing Results letter for Roseland Residential Trust. The letter summarized the results of environmental soil sampling that was completed in conjunction with a geotechnical investigation performed at the Site in February 2018. A total of four samples were collected from eight soil borings during the geophysical investigation. SESI identified the contaminants of concern as polycyclic aromatic hydrocarbons (“PAHs”), semi-volatile organic carbons, and metals. *See* Section IV.3 for full Environmental Assessment summary of the data and Spider Maps in Exhibit G.

Prior to sampling, Enviroprobe Service, Inc. conducted a Ground-Penetrating Radar Survey throughout the extent of the Site to identify subsurface utilities and potential anomalies present at the Site. Two anomalies consistent with known, abandoned water-holding tanks were identified within the asphalt-paved parking areas at the Site. No other conclusive evidence indicative of a UST was noted but this investigation confirmed the tank or tanks are still present.

SESI noted that a potential contaminated fill layer was consistently encountered throughout the Site characterized by gray-brown sands with varying amounts of brick, concrete, asphalt, and ash, which may have been utilized to raise Site elevation grades to its current configuration. SESI concluded that additional soil sampling would be required to fully characterize the environmental quality of the soils present at the Site and identify economical disposal options. SESI also concluded that groundwater sampling should be completed during a supplemental waste characterization because groundwater is likely to be encountered during construction.

The more recent Phase II recent subsurface investigations of the Site performed by SESI, and summarized in the September 2022 Phase II ESA Report for the Requestor further revealed the extent of the contaminated fill on the Site likely present from both the former historic site blacksmith and wheelwright operations as well as the present of a layer of contaminated historic fill. In addition, prior historic operations have resulted in contaminated groundwater. An adjacent Fire House may have added to PFAS contamination in groundwater. Trichlorofluoromethane (Freon-11) was also detected throughout the Site, indicating a potential freon release. Finally,

historic on-site and likely off-site uses resulted in a large variety of soil vapor detections.

SECTION V – REQUESTOR INFORMATION

The Requestor is 1 Water Street L.L.C., a New York limited liability company, located at Harborside 3, 210 Hudson Street, Suite 400, Jersey City, NJ 07311. 1 Water Street L.L.C. is authorized to do business in the State of New York. *See* Exhibit H, NYSDOS Entity Information. Veris Residential Trust is the sole general partner of Veris Residential Partners, L.P., which is the sole member of 1 Water Street L.L.C.

The Written Consent provides Taryn Fielder, as General Counsel with authority to sign all Brownfield Cleanup Program (“BCP”) documents on behalf of the Requestor 1 Water Street L.L.C. *See* Exhibit I, Corporate Consent.

As further described above in Section I, the Site is located at 1 Water Street, White Plains, New York 10601, Tax Lot 125.66-2-1.11 along North Lexington Avenue, White Plains, New York 10601 (“Site” or “BCP Site.”).

Requestor is the owner of the Site. *See* Exhibits J Deeds. The Requestor has owned the former tax Lot 125.66-2-1 since March 1, 2017. On May 21, 2021, a 0.29 acre portion of this tax lot was sold to the Wपुरa and in exchange the Wपुरa sold the Requestor a 0.28 acre portion of the former Tax Lot 125.66-2-2. The 0.28 acre piece of land transferred to the Requestor (formerly a portion of 125.66-2-2 and the 0.95 acre piece of land retained by the Requestor (formerly a portion of 125.66-2-1, were subdivided from their original parcels and merged to create one 1.23 acre parcel, known as 1 Water Street, Tax ID 125.66-2-1.11 on May 21, 2021, which merged lot constitutes the Site. *See* Survey Map and new Tax Map in Exhibit B and Deeds in Exhibit J.

The Requestor has no prior relationship with any current or past owners or operators of the Site. *See* Exhibit F, Previous Owners and Operators List. The Requestor did not cause any of the contamination of the Site, which predates the Requestor’s involvement at the Site.

SECTION VI – REQUESTOR ELIGIBILITY INFORMATION

1-10. Please refer to BCP Application Form.

11. Unregistered bulk storage tanks

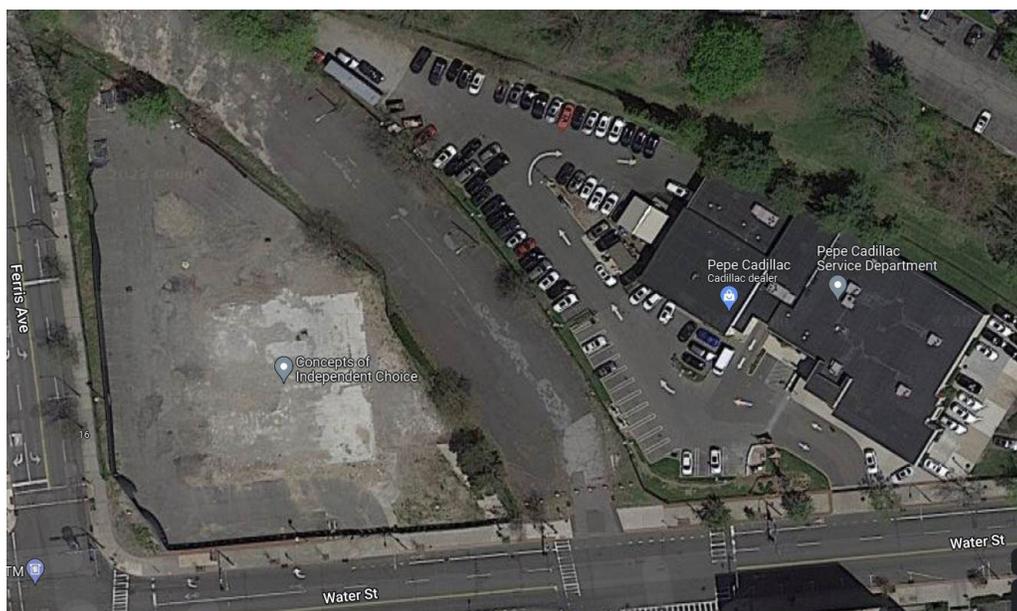
There are no known bulk storage tanks on the Site. A GPR geophysical investigation was performed, which did not identify any known tanks on the site other than a water tank or tanks.

REQUESTOR CERTIFICATION

The Requestor certifies it is a Volunteer, since it does not have nor has ever had a relationship with any of the past owners or operators of the Site that caused the contamination other than it purchased

the Site from a previous owner, but which previous owner also did not cause the contamination on the Site, which relates back to historic uses from the turn of the century to the 1940s and to the presence of historic fill. Requestor did not have involvement with the Site at the time of disposal. The Requestor's parent corporation, Cali Realty Corporation³, performed all required environmental due diligence prior to acquiring Lot 2.1 in 1997, and has implemented due care of the Site since that time. The Requestor was not aware of the Site's contamination due to the "clean" Phase I in 1997 and until only after the former office building that was present on the Site was razed in 2021. Since 2018, the Requestor has planned for the redevelopment of the Site and more recently performed additional due diligence to determine the nature and extent of contamination requiring remediation. When the building was demolished in 2021, only the above-ground building/structure was demolished pursuant to the demolition plan attached hereto in Exhibit M. The foundation, slab and site improvements (i.e., asphalt, curbing, etc.) were left undisturbed. The below grade historic fill was also not disturbed.

See photo of the Site in its current paved condition:



SECTION VII- REQUESTOR CONTACT INFORMATION

Please refer to the BCP Application Form.

SECTION VIII – PROGRAM FEE

³ Veris Residential, Inc. was previously known as Mack-Cali Realty Corporation, and prior to that Cali Realty Corporation, which was the entity to perform the original Phase I prior to the main lot acquisition. The name change to Veris Residential, Inc. occurred last year. Veris Residential Trust is the sole general partner of Veris Residential Partners, L.P., which is the sole member of Requestor 1 Water Street L.L.C. See official name change document in Exhibit I.

Please refer to responses on the BCP Application Form.

SECTION IX- CURRENT PROPERTY OWNER/OPERATOR INFORMATION

The Requestor is the owner of the Site. The timeframes of acquisition for the various parcels that previously made up the Site, which have now been consolidated into one merged 1.23 acre parcel, is contained above in Sections I and V. *See* Exhibit J Deeds for additional information.

The Previous Owner and Operator list is attached in Exhibit F. This Exhibit includes both current and previous property owners and operators by name, last known address, telephone number, and the Requestor's relationship to each owner and operator (all of which are "None"). Exhibit F also includes the prior operators' use of the Site.

SECTION X - PROPERTY ELIGIBILITY INFORMATION

Please refer to the responses to the Questions 1-6 on the BCP Application Form, which confirms the Site is not ineligible for the BCP.

In addition to the responses on the application form, which clarify the Site is an eligible brownfield site pursuant to ECL § 27-1405, the following information further demonstrates this Site's eligibility for the BCP.

The Site meets the definition of an eligible "brownfield site" in Environmental Conservation Law § 27-1405(2) as "any real property where a contaminant is present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by the department that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations." Environmental investigation results show evidence of impact from the Site's previous commercial and industrial uses, which can be linked to and caused Site contamination above the applicable cleanup standards. *See* Environmental Reports separately attached and the Spider Maps in Exhibit G, providing the data demonstrating exceedances of the cleanup standards for this Site. As a result, the Site meets the definition of a brownfield site pursuant to Environmental Conservation Law §27-1405(2).

SECTION XI - CONTACT LIST INFORMATION

See Exhibit K for the Site Contact List. *See* Exhibit L for the Repository Letter.

EXHIBIT A

BASE MAP

One Water Street Blacksmith and
Wheelwright Site
1 Water Street
White Plains, New York 10601
Tax ID: 125.66-2-1.11

Legend:

 Site Property Boundary

Corresponding page
lists adjacent property owners by letter
A – G



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

March 2023

Source: Westchester County GIS

Scale: 1" = 100' approximately



Letter	Adjacent Property Owner(s) Name(s)	Property Address	Section-Block-Lot
A	Gateway I Group, Inc.	85 North Lexington Avenue	125.66-5-1
B	Metro North	16 Ferris Avenue	125.66-1-3.1
C	City of White Plains	20 Ferris Avenue	125.66-1-1
D	N/A	N/A	125.58-5-20
E	15 Water LLC	15 Water Street	125.66-3-1
F	12 Water Street Association LLC	12 Water Street	125.66-4-1.1
G	WP Urban Renewal Agency	1 Water Street	125.66-2-1.2

Site Location Map

One Water Street Blacksmith and Wheelwright Site

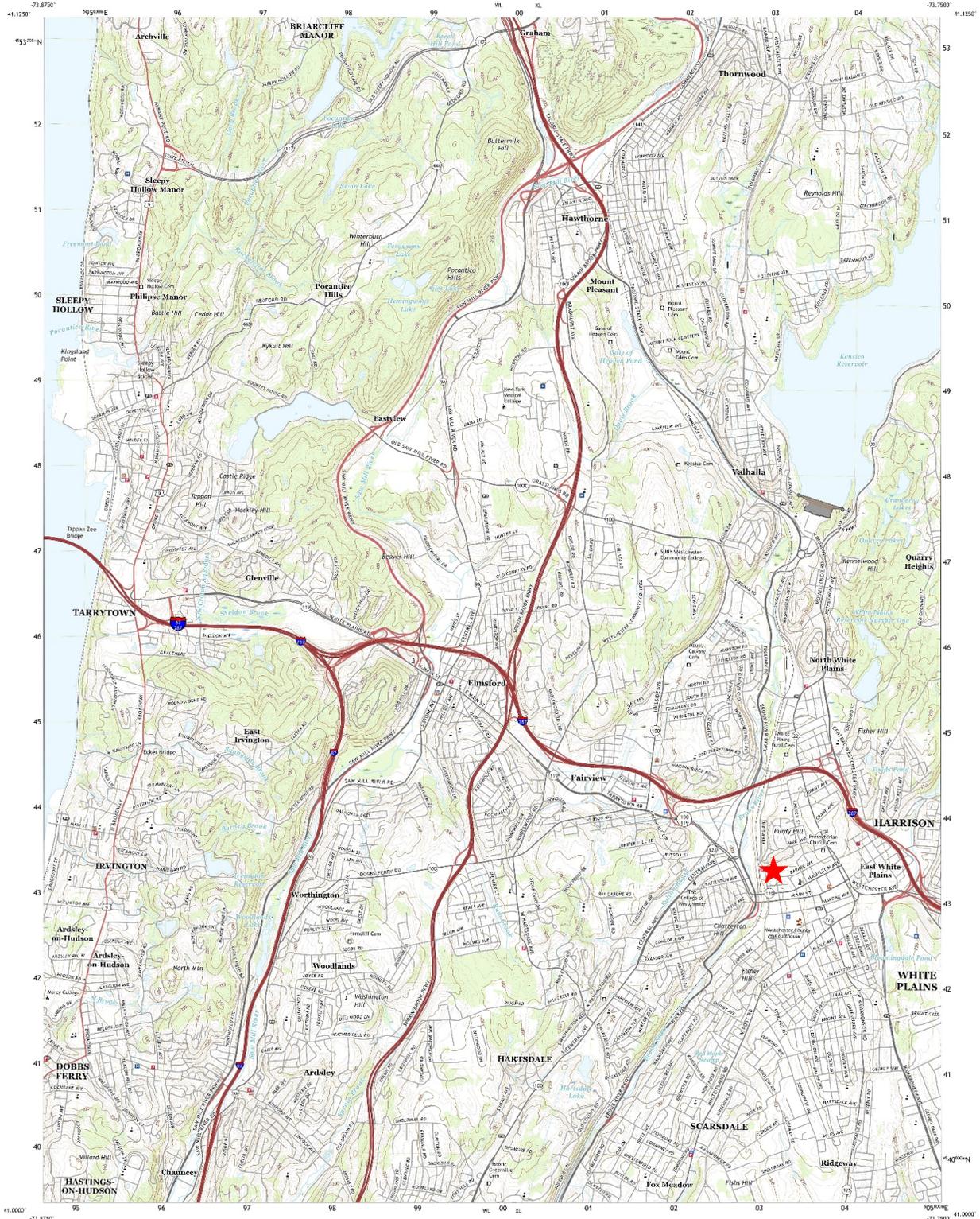
1 Water Street, White Plains, New York 10601



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

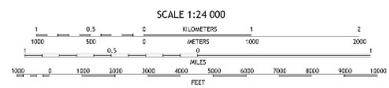
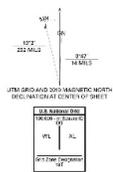


WHITE PLAINS QUADRANGLE
NEW YORK - WESTCHESTER COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
United States System of 1983 (USGS) projection and
1:000-foot scale to match the USGS Topographic Series
This map is not a legal document. Boundaries are
generalized for this map scale. Private lands with government
interests may not be shown. Obtain permission before
entering private lands.

Imagery: USGS, July 2015
Data: U.S. Census Bureau, 2010
Roads: National Hydrography Dataset, 2005
Contours: National Elevation Dataset, 2011
Boundaries: Multiple sources; see metadata file 2015_2018
Metadata: USGS National Wetlands Inventory 1980 - 2011



1	2	3	4	5	6	7	8
1	2	3	4	5	6	7	8

ROAD CLASSIFICATION

- Expressway
- Secondary Hwy
- Route
- Business Route
- Local Connector
- Local Road
- US Route
- State Route

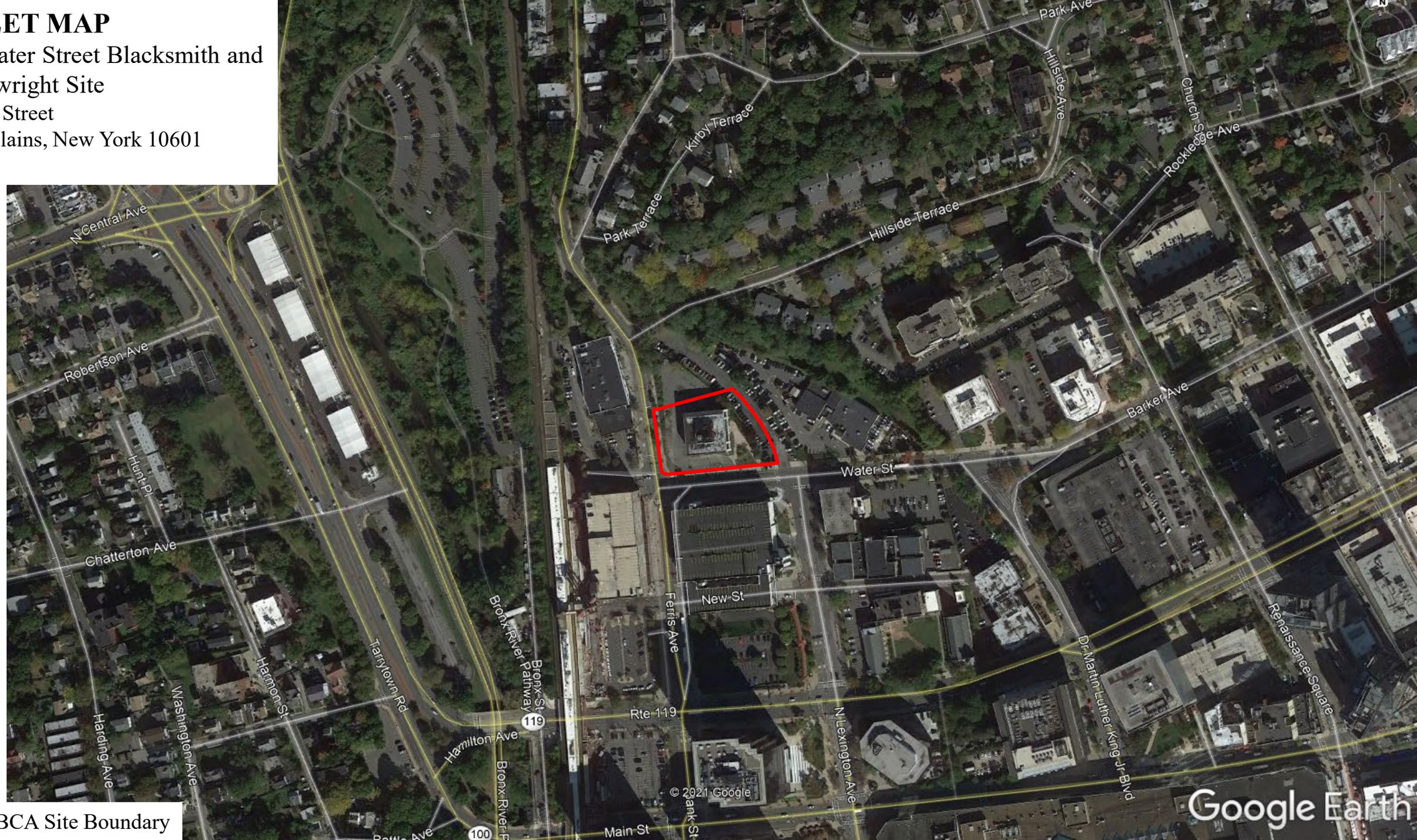
★ BCP Site Location

WHITE PLAINS, NY
2019



STREET MAP

One Water Street Blacksmith and
Wheelwright Site
1 Water Street
White Plains, New York 10601



— BCA Site Boundary

EXHIBIT B

ONE WATER STREET

White Plains, New York

OWNER / APPLICANT

1 Water Street L.L.C.
 Harborside 3, 210 Hudson Street, Suite 400
 Jersey City, NJ 07311

PLANNER, CIVIL ENGINEER, LANDSCAPE ARCHITECT

DIVNEY • TUNG • SCHWALBE
 Intelligent Land Use

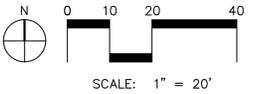
Divney Tung Schwalbe, LLP
 One North Broadway
 White Plains, NY 10601
 P: 914.428.0010
 F: 914.428.0017

ARCHITECT

Lessard Design, Inc. PC
 8521 Leesburg Pike, Suite 700
 Vienna, VA 22182

SURVEYOR

Control Point Associates, Inc. PC
 14 Penn Plaza
 225 West 34th Street
 New York, NY 10122



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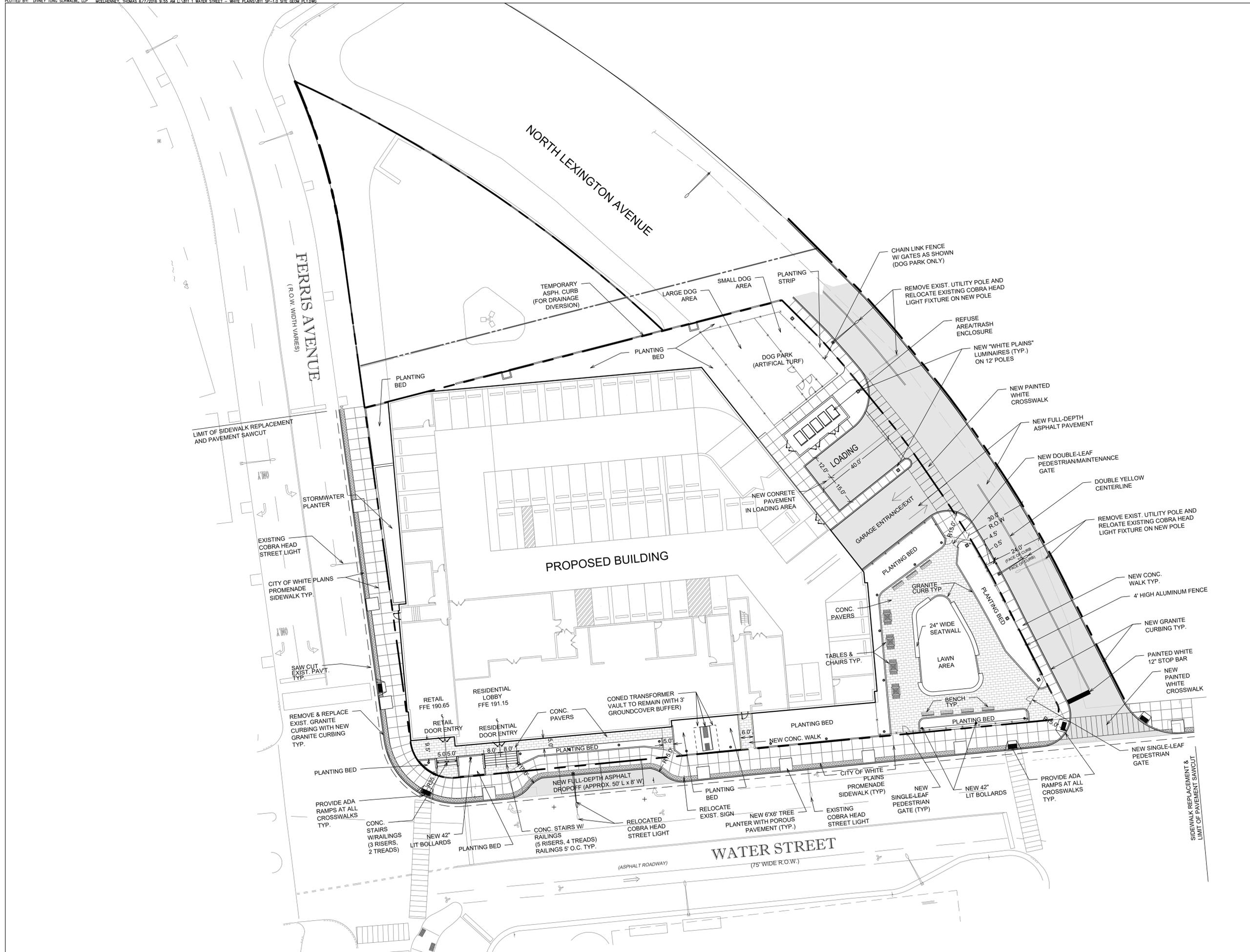
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NO.	DATE	ISSUE
1	08/16/19	REVISED PER BUILDING COMMISSIONER

DRAWING TITLE:

SITE GEOMETRY PLAN

	DRAWN BY:	MDG/TMM	CHECKED BY:	MSG
	PROJECT NO.:	811	DATE:	6/27/19
	DRAWING NO.:	SP-1.0		



Tax Map

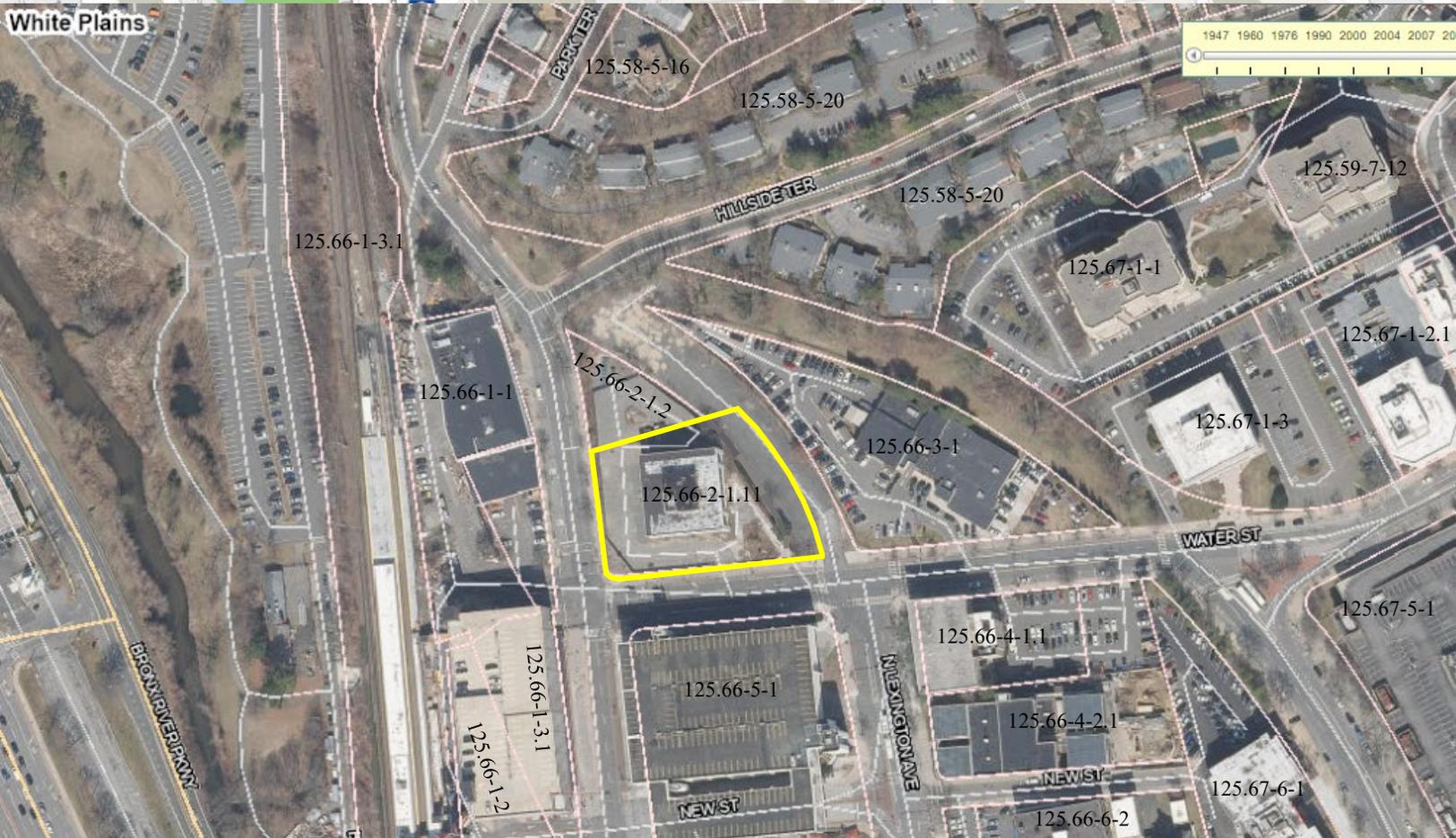
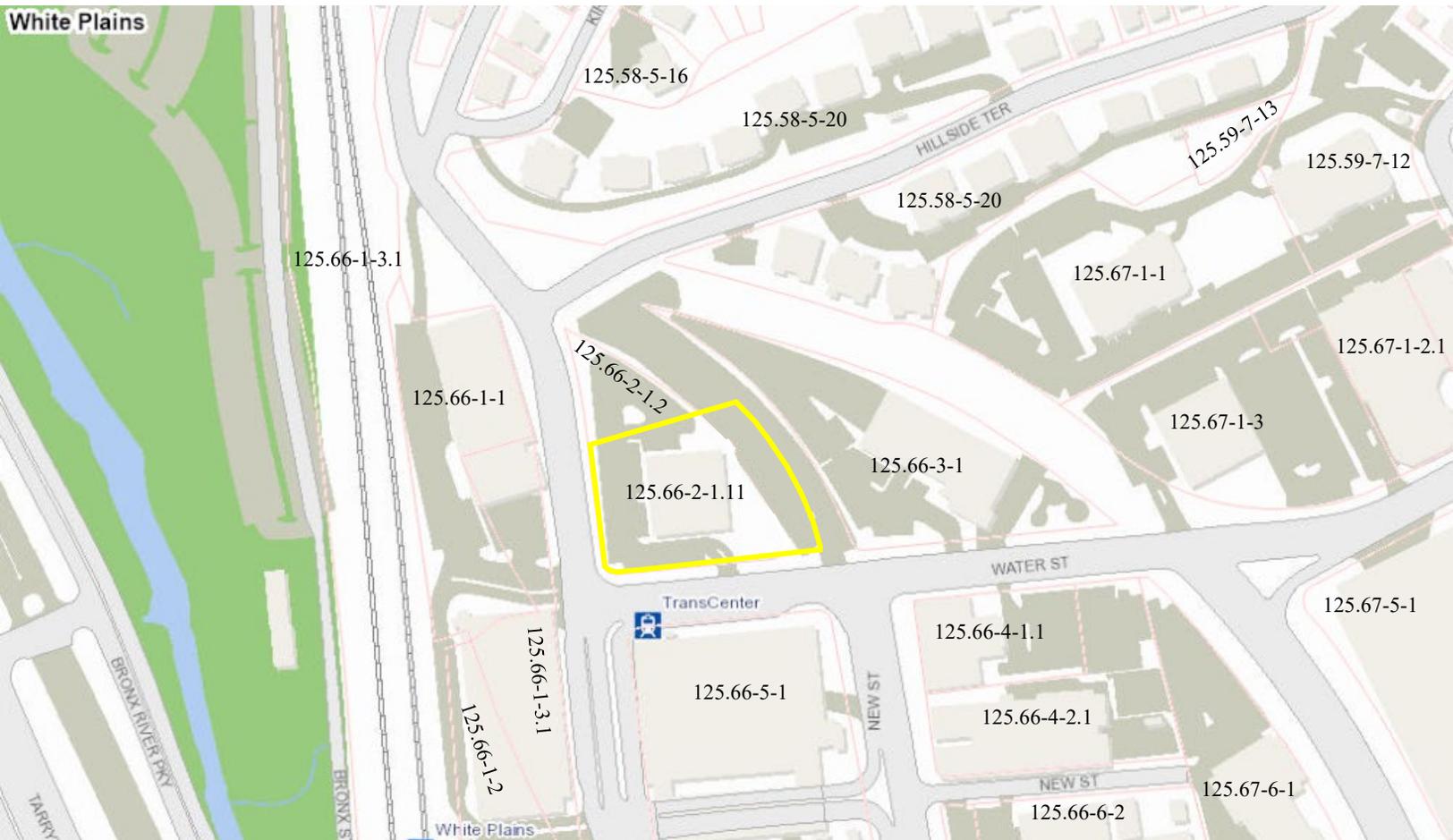
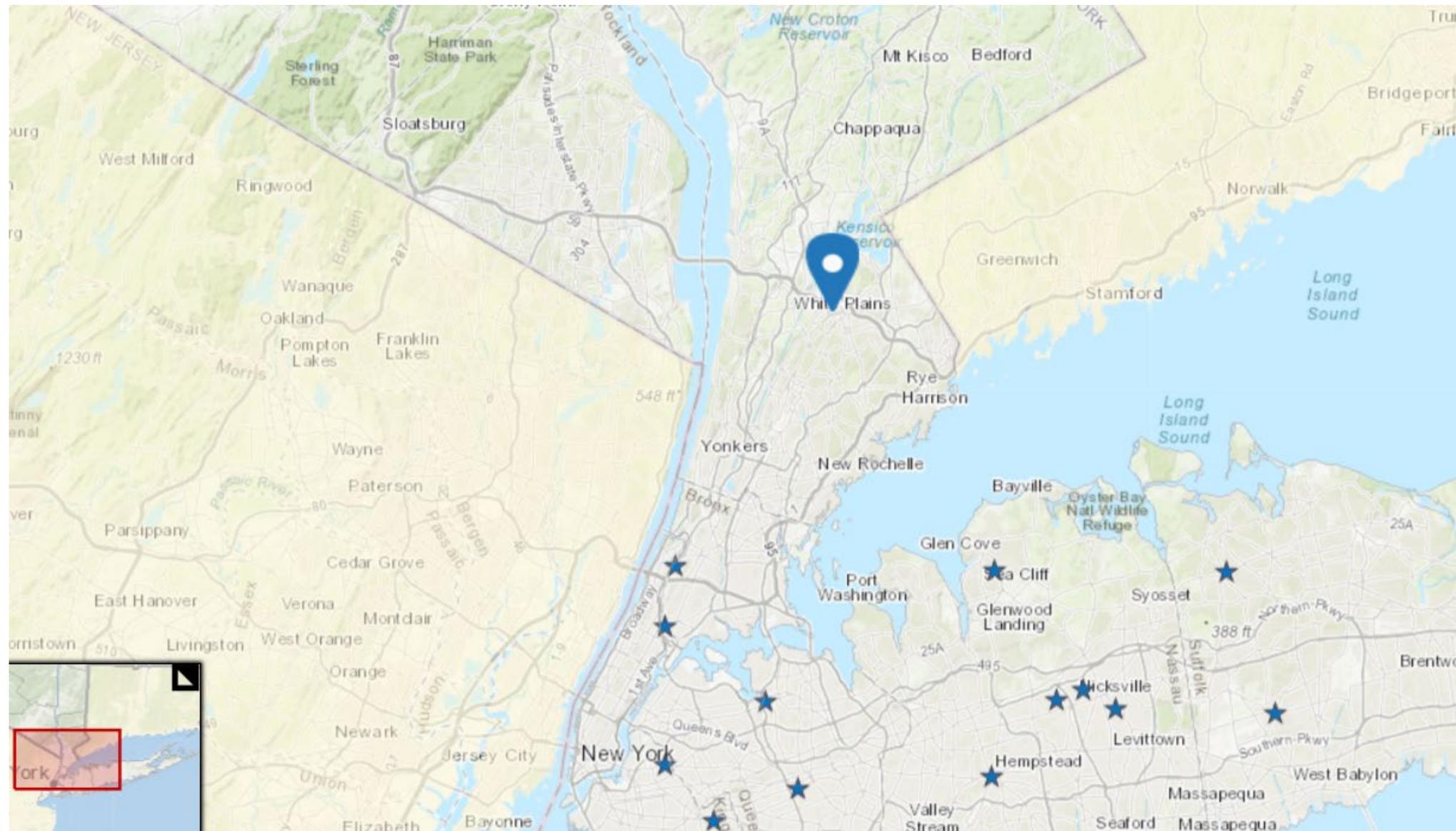


EXHIBIT C

BOA Map

One Water Street Blacksmith
and Wheelwright Site

1 Water Street
White Plains, New York 10601



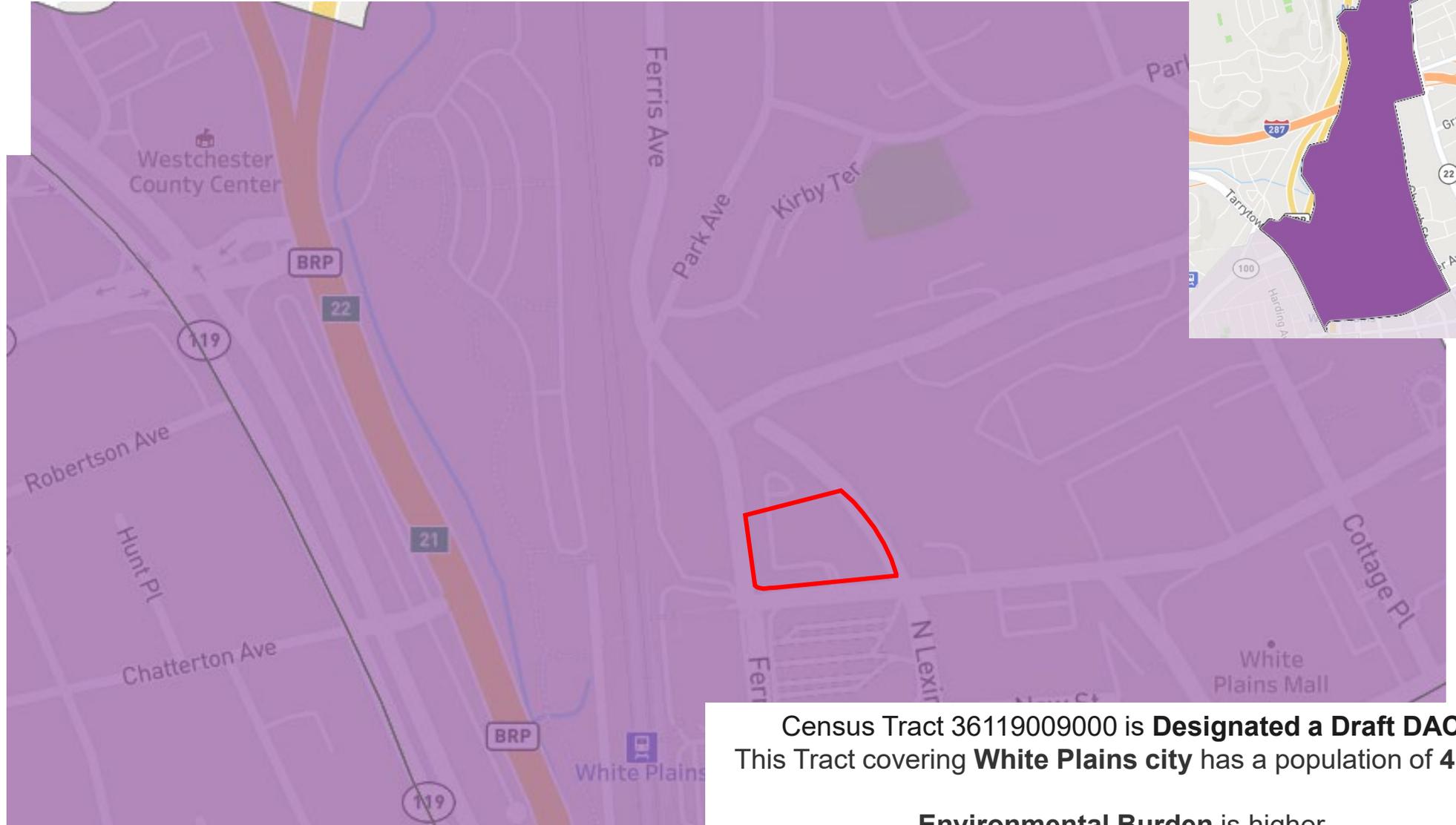
 BCP Site

 Brownfield
Opportunity Area

September 2022
Source: NY Geographic Information Gateway
Scale: 1" = 100' approximately

Disadvantaged Communities Map

One Water Street Blacksmith and Wheelwright Site
1 Water Street
White Plains, New York 10601



Legend:

-  Site Property Boundary
-  Disadvantaged Community

Census Tract 36119009000 is **Designated a Draft DAC**
This Tract covering **White Plains** city has a population of **4,163**

Environmental Burden is higher than **85%** of Census Tracts statewide
Population Vulnerability is higher than **45%** of Census Tracts statewide

Population Characteristics & Vulnerability

Health Impacts & Burdens	Asthma ED visits	58%
	COPD ED visits	39%
	Heart attack (MI) Hospitalization	8%
	Low Birthweight	27%
	Pct Adults Age 65+	27%
	Pct w/ Disabilities	23%
	Pct w/o Health Insurance	79%
	Premature Deaths	52%
Housing, Mobility, Communications	Energy Poverty / Cost Burden	26%
	Homes Built Before 1960	11%
	Housing Cost Burden (Rental C.	24%
	Manufactured Homes	0%
	Pct Renter-Occupied Homes	63%
	Pct w/o Internet (home or cellul..	13%
Income	Pct <100% of Federal Poverty ..	22%
	Pct <80% Area Median Income	74%
	Pct Single-Parent Households	33%
	Pct w/o Bachelor's Degree	19%
	Unemployment Rate	82%
Race/Ethnicity	Limited English Proficiency	78%
	Pct Asian	72%
	Pct Black or African American	72%
	Pct Latino/a or Hispanic	84%
	Pct Native American or Indigen..	57%

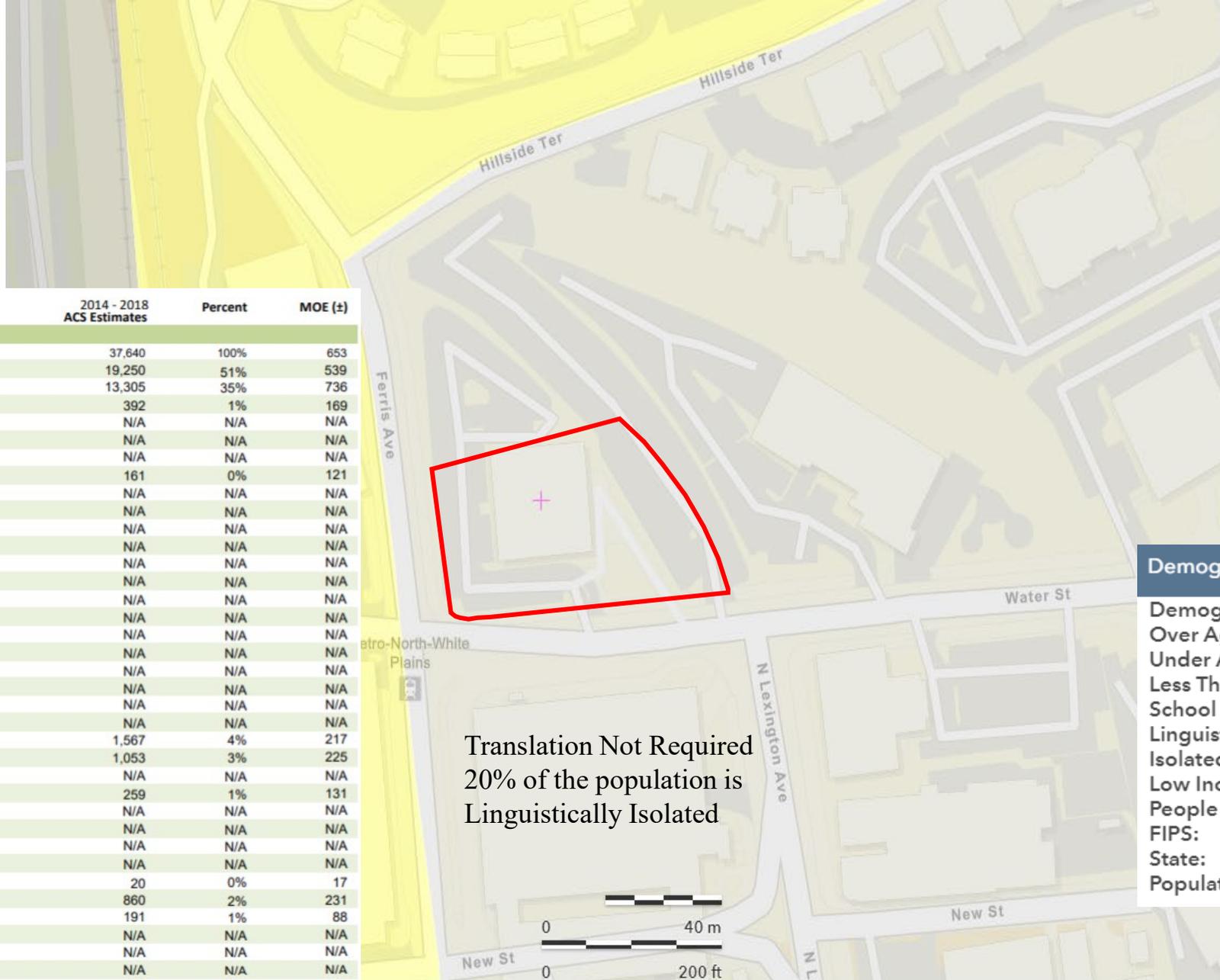
Environmental Burden & Climate Change Risk

Land Use & Historic Discrimination	Active Landfills	0%
	Housing Vacancy Rate	58%
	Industrial/Manufacturing/Mining La..	42%
	Major Oil Storage Facilities	0%
	Municipal Waste Combustors	0%
	Power Generation Facilities	0%
	Regulated Management Plan (Ch..	33%
	Remediation Sites	57%
Potential Climate Change Risk	Scrap Metal Processing	0%
	Agricultural Land Use	0%
	Coastal Flooding and Storm Risk ..	0%
	Driving Time to Urgent/Critical Care	42%
	Extreme Heat Projections (>90° d..	96%
	Inland Flooding Risk Areas	61%
Potential Pollution Exposure	Low Vegetative Land Cover	48%
	Benzene Concentration (Modeled)	55%
	Particulate Matter (PM2.5)	48%
	Traffic: Diesel Trucks	92%
	Traffic: Number of Vehicles	85%
Wastewater Discharge	17%	

Environmental Justice Map

One Water Street Blacksmith and Wheelwright Site

1 Water Street
White Plains, New York 10601



	2014 - 2018 ACS Estimates	Percent	MOE (±)
Population by Language Spoken at Home*			
Total (persons age 5 and above)	37,640	100%	653
English	19,250	51%	539
Spanish	13,305	35%	736
French	392	1%	169
French Creole	N/A	N/A	N/A
Italian	N/A	N/A	N/A
Portuguese	N/A	N/A	N/A
German	161	0%	121
Yiddish	N/A	N/A	N/A
Other West Germanic	N/A	N/A	N/A
Scandinavian	N/A	N/A	N/A
Greek	N/A	N/A	N/A
Russian	N/A	N/A	N/A
Polish	N/A	N/A	N/A
Serbo-Croatian	N/A	N/A	N/A
Other Slavic	N/A	N/A	N/A
Armenian	N/A	N/A	N/A
Persian	N/A	N/A	N/A
Gujarathi	N/A	N/A	N/A
Hindi	N/A	N/A	N/A
Urdu	N/A	N/A	N/A
Other Indic	N/A	N/A	N/A
Other Indo-European	1,567	4%	217
Chinese	1,053	3%	225
Japanese	N/A	N/A	N/A
Korean	259	1%	131
Mon-Khmer, Cambodian	N/A	N/A	N/A
Hmong	N/A	N/A	N/A
Thai	N/A	N/A	N/A
Laotian	N/A	N/A	N/A
Vietnamese	20	0%	17
Other Asian	860	2%	231
Tagalog	191	1%	88
Other Pacific Island	N/A	N/A	N/A
Navajo	N/A	N/A	N/A
Other Native American	N/A	N/A	N/A
Hungarian	N/A	N/A	N/A
Arabic	249	1%	134
Hebrew	N/A	N/A	N/A
African	N/A	N/A	N/A
Other and non-specified	132	0%	105
Total Non-English	18,390	49%	847

Translation Not Required
20% of the population is
Linguistically Isolated

Select Map Contents

EJSCREEN Map

Demographic Index (National Percentiles)

- 95 - 100 percentile
- 90 - 95 percentile
- 80 - 90 percentile
- 70 - 80 percentile
- 60 - 70 percentile
- 50 - 60 percentile
- Less than 50 percentile
- Data not available

Demographic Index

Demographic Index: 28% (47%ile)

Over Age 64: 13% (45%ile)

Under Age 5: 6% (49%ile)

Less Than High School Education: 0% (4%ile)

Linguistically Isolated: 20% (92%ile)

Low Income: 13% (20%ile)

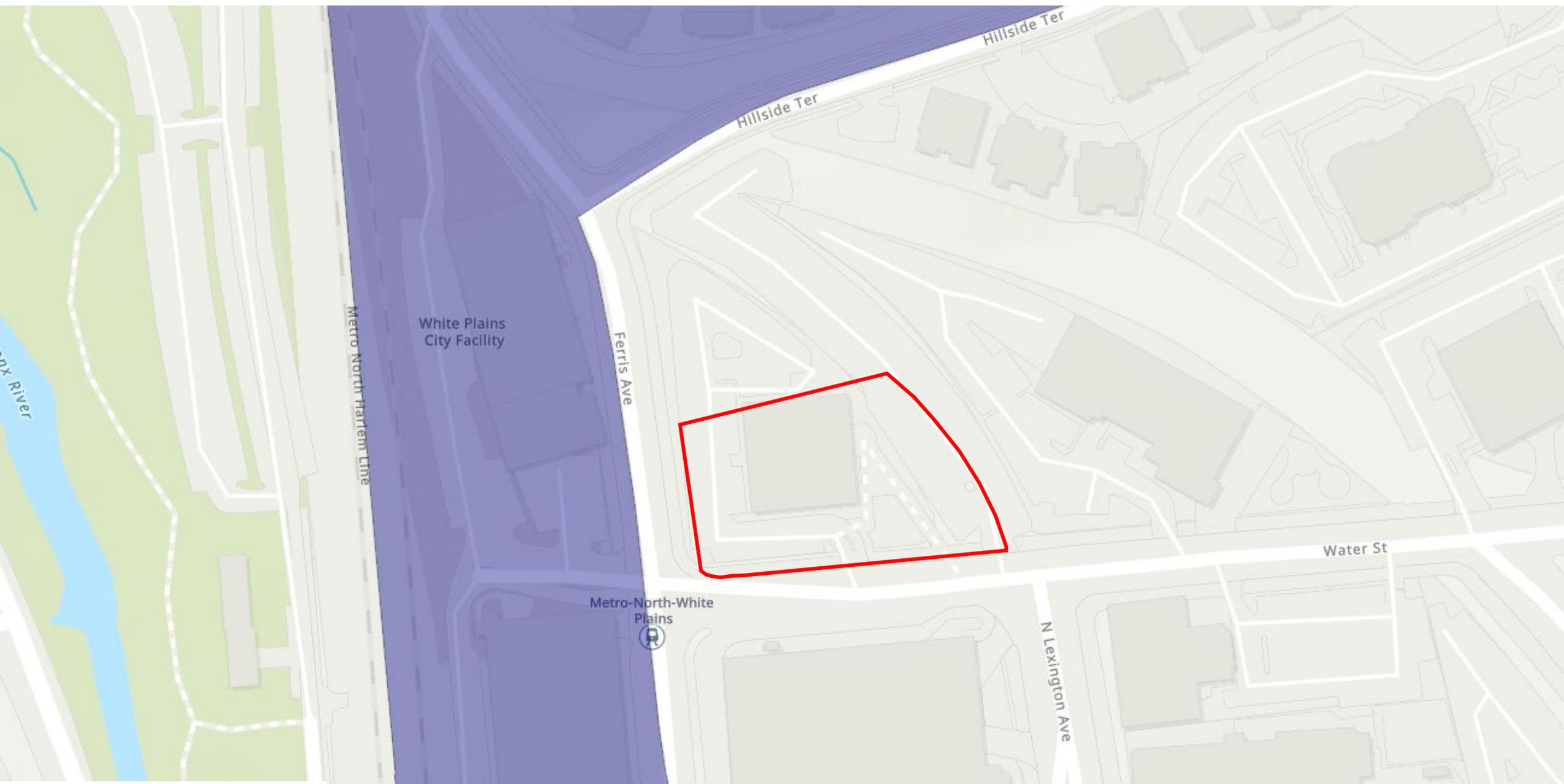
People of Color: 44% (61%ile)

FIPS: 361190090003

State: NY

Population: 1441

September 2022
Source: EPA EJScreen
Scale: 1" = 100' approximately



 BCP Site

 Potential EJ-Area

September 2022
Source: ArcGIS
Scale: 1" = 100' approximately

EN-ZONE MAP

One Water Street Blacksmith
and Wheelwright Site
1 Water Street
White Plains, New York 10601

— BCP Site



September 2022
Source: Google Earth
Scale: 1" = 100' approximately

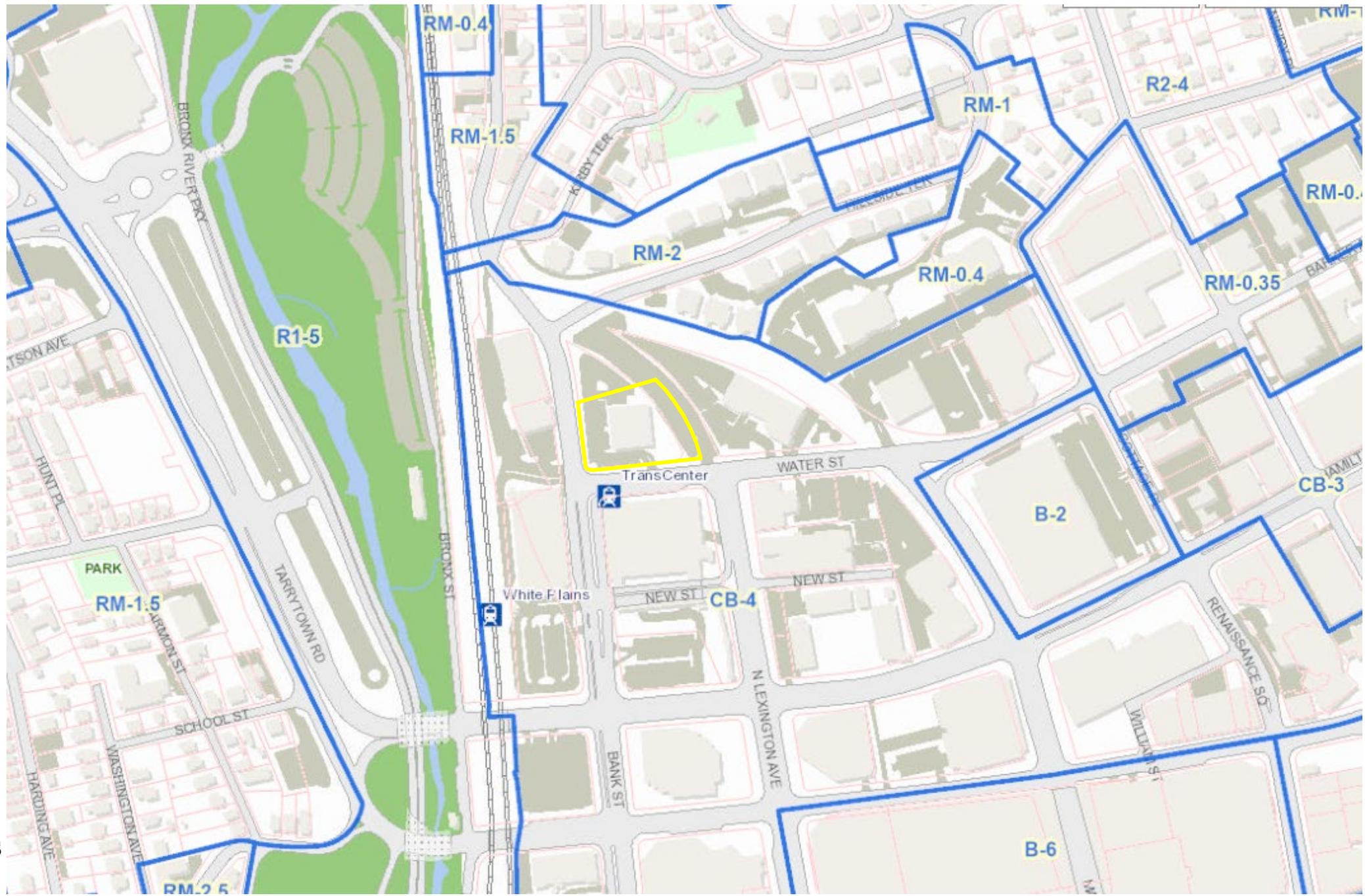
EXHIBIT D

EXHIBIT E

ZONING MAP

One Water Street Blacksmith and Wheelwright Site
1 Water Street
White Plains, New York 10601

Legend:
— Site property boundary
Zoning District: CB-4
Core Business-4 - Business, Office and Commercial



September 2022
Source: Westchester County GIS
ArcGIS
Scale: 1" = 100" approximately

Zoning District: CB-4

Uses:

"Multi-family dwellings"	PP
The keeping of "household pets"	PA
Non-profit "recreational facilities"	PA
Commercial indoor "recreation facilities"	PP
"Health clubs"	SP
Theaters	PP
Accessory "swimming pools" as regulated by Sections 4.4.24 and 6.7.3	PA
Accessory tennis courts, paddle tennis courts or other similar courts	SP
Accessory "dish antennas" as regulated by Sections 4.4.23 and 6.7.21	SP
Churches or other places of worship	PP
Sunday schools or other similar religious schools	PA
Parish houses or rectories	PA
Convents	PP
"Emergency shelters"	SP
"Overnight shelters for the homeless"	SP
"Social service centers for homeless persons"	SP
"Uses" of the City of White Plains	PP
"Uses" of other governments, subject to the requirements of Section 5.6	PP
"Public schools"	PP
"Private secondary or elementary schools"	SP
"Nursery schools" or "day care centers"	SP
"Nursery schools" or "day care centers" in conjunction with a permitted church or other place of worship, "membership club," or "public school" or "private secondary or elementary school"	PA
Independent, unaffiliated "nursery schools" or "day care centers" located within a permitted church or other place of worship, "membership club," or "public school" or "private secondary or elementary school"	SP
"Universities," "colleges" or seminaries	PP
"Assisted living facility"	PP
Business or professional offices	PP
Offices for group education, training or counseling in "buildings" containing no residential "uses"	PP
Office in residence of a "professional person" as regulated by Section 5.4.2	PA
Business, administrative or headquarters offices for "philanthropic institutions"	PP
Stores for sales at retail or performance of customary personal services or services clearly incident to retail sales, including "real estate offices," but not including sales of automobile parts or accessories involving installation at point of sale	PP
"Retail laundries" or "retail dry cleaners"	PP
Banks	PP

"Consumer financial services establishments"	PP
Business or trade schools	PP
Libraries, museums or art galleries	PP
"Hotels"	PP
"Extended Stay Hotels"	PP
Newsstands	PA
Radio stations	PP
"Customary home occupations" as regulated by Section 5.4.2	PA
"Restaurants" or "cafeterias"	PP
Outdoor dining	SP
"Fast food eating establishments"	SP
"Restaurants" or "cafeterias" for employees	PA
"Cabarets"	SP
"Cafes"	PP
"Accessory electronic games"	PA
Motor vehicle sales or rental, including accessory "repair shops," "service stations" or outdoor storage of motor vehicles	PP
Motor vehicle "service stations"	SP
Medical laboratories	SP
"Public utility buildings or structures"	SP
"Private garages," carports or open parking for private passenger vehicles	PA
"Parking lots" or "parking garages"	PA
Commercial "parking lots" for private passenger vehicles, but not for storage of used or new motor vehicles for sale or for hire	SP
"Parking lots" or "parking garages" of the City of White Plains or its Parking Department	PP
Stacked attendant parking	SP*

The CB-3, CB-4 and UR-4 Districts are high-density, mixed-use areas encompassing the core of the City's central business district. Appropriate to the City's role as a regional center, these Districts permit a combination of residential, retail, office, government, business, service, cultural and entertainment "uses." These Districts also encourage high-density hi-rise housing to be built on larger sites.

KEY:
 PP = Permitted Principal "Use";
 PA = Permitted "Accessory Use";
 SP = Special Permit "Use";
 (R-A), etc. = Prior District designation;
 * = When in the Central Parking Area

EXHIBIT F

PREVIOUS OWNERS & OPERATORS LIST
One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

Year	Contact Information 1 Water Street (Former 125.66-2-1) Owners	Status	Relation to Requestor
Unknown – 1978	White Plains Urban Renewal Agency Address: 255 Main Street White Plains, New York 10601 Phone: (914) 422-1300	Active	None
1978 – 1997	Robert Martin Company LLC Address: 100 Clearbrook Road Elmsford, New York, 10523 Phone: (914) 592-4800	Active	None
1997 – 2017	Mack-Cali WP Realty Associates LP Address: C/O Mack-Cali Realty Corporation (Veris Residential Inc. as of 2021) Harborside 3 210 Hudson Street, Suite 400 New Jersey City, New Jersey 07311 Phone: (732) 590-1508	Active	Parent Company
March 2017 – Present	1 Water Street L.L.C. Address: Harborside 3 210 Hudson Street, Suite 400 Jersey City, New Jersey 07311 Phone: (732) 590-1508	Active	Requestor
May 2021 – Present	White Plains Urban Renewal Agency (Portion of 1 Water Street – Not a part of BCP Site) Address: 255 Main Street White Plains, New York 10601 Phone: (914) 422-1300	Active	None
Operators			
1889 – 1950	Residential Dwellings – Mott Avenue Located to the North of Site	N/A	None
1905 - 1911	G.F. Coombs House Mover Address: Unknown Phone: Unknown	Unknown	None
1930	Black Smith & Wheelwright Address: Unknown Phone: Unknown	Unknown	None
1980	Concrete and glass commercial multi-story building and associated parking lot built on site.	N/A	None
1981	Robert and Martin Co. Address: Unknown Phone: Unknown	Unknown	None
1984 - 1985	Berkey Photo, Inc. Address: Unknown Phone: Unknown	Inactive	None
1985	Elec Comp News, Glenn G. Geiger, Gordon & Short Adv, Home Buyer Assistance, Industry Staffy Prd, Instmt & Apparts, Instr & Cntri Syst, Kanterman Taub & Associates, Kirstens Corl Port, P Marasco Agency, Joseph & Maris Attorney, Prod Design & Development, Dr. D. L. Sassower, Wui Service Corp., and Sam R. Watkins Address: Unknown Phone: Unknown	Unknown	None
1985	Automotive Ind Intl Address: Unknown Phone: Unknown	Unknown	None

PREVIOUS OWNERS & OPERATORS LIST
One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

1985	Chilton Company Address: 275 Washington Street Newtown, MA 02458 Phone: Unknown	Inactive	None
1985	R. J. Duffy, Esq., P.M. Edelstein, Esq., R. Frenkel, Esq., M.S. Harrison, Esq., Albert J. Pirro, Esq., J. J. Thomsaek, Esq., J. C. Vanmobel, Esq., and A.E. Yorio, Esq. Attorneys Address: Unknown Phone: Unknown	Unknown	None
1985	Westchester Computer and Tabulating Service Inc. Address: Unknown Phone: Unknown	Inactive	None
1985 – 1995	R & H Food Enterprises Address: PO Box 1686 Savannah, GA 31402 Phone: Unknown	Inactive	None
1985 - 2008	Edge Management Corp. Address: C/O Schonwald Harber Zurhellen & Mullman 919 Third Avenue New York, New York 10022 Phone: Unknown	Active	None
1985 - 2013	Capitol Risk Concepts, Ltd. Address: 582 Heritage Hills, Unit E Somers, New York 10589 Phone: Unknown	Inactive	None
1987	Krau International Publications Address: Unknown Phone: Unknown	Inactive	None
1992	Anderson & Co, Executive Sports Productions, Fitzgerald and Associates, Golden International, QR Training Systems, and Quality Resource Address: Unknown Phone: Unknown	Unknown	None
1992	Owens & Eddy Attorneys Address: Unknown Phone: (914) 949-0109	Inactive	None
1992	E & E International, Inc. Address: 20 Balmoral Drive Chestnut Ridge, New York 10977 Phone: (845) 624-7501	Inactive	None
1992	AP International, Inc. Address: Marks & Murase 399 Park Avenue, Attn: Satoru Murase New York, New York 10022 Phone: Unknown	Inactive	None
1992	Hamilton Development Corp. Address: Unknown Phone: Unknown	Inactive	None
1992	Phoenix Land & Development Corp. Address: S. William Firedman 34 South Broadway White Plains, New York 10601 Phone: Unknown	Inactive	None
1992	Preferred Pension Concepts Inc. Address: 500 Main Street White Plains, 10606 Phone: (914) 682-5200	Active	None
1992	Rainbow Abstract Company, Inc. Address: 1055 Saw Mill River Road Ardsley, New York 10502 Phone: Unknown	Inactive	None

PREVIOUS OWNERS & OPERATORS LIST
One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

1992	Westchester Abstract Corp. Address: C/O Domonick Pierro 327 Irving Avenue, PO Box 471 Port Chester, New York 10573	Phone: Unknown	Inactive	None
1992	Genesis Petroleum Address: C/O David J. Botchlett Watermelon Hill Road Mahopac, New York 10541	Phone: Unknown	Inactive	None
1992	Joseph L. Fox, Esq. Address: 14 Penn Plaza, 18 th Floor New York, New York 10122	Phone: (917) 862-1788	Active	None
1992 – 1995	Advanta Mortgage Corp. USA Address: 2711 Centerville Road, Suite 400 Wilmington, DE 19808	Phone: Unknown	Inactive	None
1992 – 1995	Courtesy Parking System Address: Unknown	Phone: Unknown	Inactive	None
1992 – 1995	Kraus Organization Ltd Address: Unknown	Phone: Unknown	Inactive	None
1992 – 1995	Robert Reyes, Attorney Address: 28 Lindbergh Street Locust Valley, New York 11560	Phone: (516) 801-1347	Active	None
1992 – 1995	Rodriguez & Rodriguez Address: Unknown	Phone: Unknown	Unknown	None
1992 - 1999	Acorn Derivatives Management Corp. Address: 1266 East Main Street, 7 th Floor Stamford, Connecticut 06902	Phone: (203) 355-3960	Inactive	None
1992 – 1999	American Title Insurance Address: C/O First American Title 1 First American Way Santa Ana, California 92707	Phone: 1(800) 854-3643	Active	None
1992 – 2003	William H. Thorn, Inc Address: C/O Bosworth, Gray & Fuller, Esq. 116 Kraft Avenue Bronxville, New York 10708	Phone: (914) 200-1540	Inactive	None
1992 – 2003	Canavan & Kaufman Attorneys Address: 2774 S. Ocean Blvd, Apt 709 Palm Beach, Florida 33480	Phone: (914) 993-0700	Active	None
1992 – 2013	Trigen Energy Corp/ Trigen Biopower Inc. Address: 334 Gant Road Eden, North Carolina 27288	Phone: (336) 635-4731	Active	None
1992 – 2021	Lab Support Inc. Address: 200 Broadhollow Road Melville, New York 117474	Phone: (914) 683-5700	Inactive	None
1995	Burns International Security Services Address: 1501 Broadway, Suite 1803 New York, New York 10036	Phone: (212) 764-3938	Active	None
1995	APA Search, Inc. Address: 721 W. Boston Post Road Mamaroneck, New York 10543	Phone: (914) 273-6000	Active	None

PREVIOUS OWNERS & OPERATORS LIST
One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

1995 – 1999	Stewart Title Insurance Company Address: 711 Westchester Avenue, Suite 302 White Plains, New York 10604	Phone: (914) 993-9393	Active	None
1995 - 2003	Marc A. Bergman, Attorney Address: 200 Mamaroneck Avenue, Suite 403 White Plains, New York 10601	Phone: (914) 582-4727	Active	None
1999	Pepe Infiniti, Inc. Address: 300 Central Avenue White Plains, New York 10606	Phone: (914) 750-4154	Active	None
1999	Joseph A. D'Avanzo Address: 2900 Westchester Avenue, Suite 204 Purchase, New York 10577	Phone: (914) 612-4092	Active	None
1999	Paul Kawas, Esq. Address: Unknown	Phone: Unknown	Unknown	None
1999	Michael H. Schwartz, Esq. Address: 1 Barker Avenue White Plains, New York 10601	Phone: (914) 997-0071	Active	None
1999 – 2003	C-Cube Microsystems, Inc. Address: 1778 McCarthy Boulevard Milpitas, California 95035	Phone: (408) 490-8000	Inactive	None
1999 - 2008	Old Republic National Title Address: 3000 Bayport Drive, Suite 1000 Tampa, Florida, 33607	Phone: (800) 328-4441	Active	None
2000	Law Office of Joseph J. Rava Address: Gallo Vitucci Klar LLP 1 Bridge Street Irvington, New York 10533	Phone: (914) 208-2204	Active	None
2000	Eugene Dougherty, Esq. Address: 1 Barker Avenue, Floor 2 White Plains, New York 10601	Phone: (914) 686-3677	Active	None
2000	Dynatic Solutions, Inc. Address: c/o Zhang & Associates, PC 9999 Bellaire Blvd. Suite 920 Huston, TX 77036	Phone: (713) 771-8433	Inactive	None
2000	Boeggeman, George & Corde, PC Address: 39 N. Pearl Street, Suite 501 Albany, New York 12207	Phone: (518) 465-1100	Active	None
2000	On Assignment Lab Support Address: 1122 Kenilworth Drive, #118 Towson, MD 21204	Phone: (410) 821-3464	Active	None
2003	Carl Mayes, Cofreth American Corp., Health Care Financial Staffing, and Mortgage Service Corp,		Unknown	None
2003	Summation Legal Technologies Address: 425 Market Street, Floor 7 San Francisco, California 94105	Phone: (415) 442-0404	Active	None
2003	Richard S. Abbate, Esq. Address: 120 Bloomingdale Road, Suite 100 White Plains, New York 10605	Phone: (914) 358-9222	Active	None

PREVIOUS OWNERS & OPERATORS LIST
One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

2003	American X-Ray Service Corp Address: 43-69 162 Street Flushing, New York 11358	Phone: Unknown	Inactive	None
2003	Urban Dental Management LLC Address: C/O Michael H. Singer, Esq. 1311 Mamaroneck Avenue, Suite 240 White Plains, New York 10605	Phone: Unknown	Active	None
2003 – 2008	Ellen Portman, Esq. Address: 24 Horseshoe Road Mount Kisco, New York 10549	Phone: (914) 949-7830	Active	None
2003 – 2013	Casevault Inc. Address: 7 West Cross Street Hawthorne, New York 10532	Phone: (914) 686-7127	Inactive	None
2003 – 2013	Eugene R. Daugherty Law Offices Address: Unknown	Phone: Unknown	Inactive	None
2003 – 2013	Underweiser & Underweiser LLP Address: One Barker Avenue White Plains, New York 10601	Phone: (914) 761-5628	Active	None
2004	Array Marketing Group Address: 200 Madison Avenue, Suite 2121 New York, New York 10016	Phone: (212) 750-3367	Inactive	None
2008	David Dambroff and Francis Filipowski Address: Unknown	Phone: Unknown	Unknown	None
2008	On Assignment Inc. Address: Unknown	Phone: Unknown	Inactive	None
2008	Be-Prepared LLC Address: C/O Nathan Horowitz, Esq. 118 N Bedford Road, Suite 100 Mount Kisco, New York 10549	Phone: (914) 684-0551	Active	None
2008	Brookview Management, LLC Address: Unknown	Phone: Unknown	Active	None
2008 – 2013	Digiacommo & Detommasi LLP Address: 17 Woodlawn Avenue, Suite 3 Albany, New York 12208	Phone: (518) 438-8091	Inactive	None
2008 – 2013	M & G Brokerage Inc. (Permanently Closed) Address: 111 John Street New York, New York 10038	Phone: (914) 949-1140	Active	None
2008 – 2013	My Sister's Place Inc. Address: 3 Barker Avenue White Plains, New York 10601	Phone: (914) 683-1333	Active	None
2013	Candance Brennan, Health System Solution, Locksmith A&A, and Nexgen Address: Unknown	Phone: Unknown	Unknown	None
2013	Nathan Horowitz, Esq. Address: 118 N Bedford Road, Suite 100 Mount Kisco, New York 10549	Phone: (914) 684-0551	Active	None
2013	Kevin Fitzgerald & Associates PC Address: One Vermeer Court Suffern, New York 10901	Phone: (914) 949-5220	Inactive	None

PREVIOUS OWNERS & OPERATORS LIST
One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

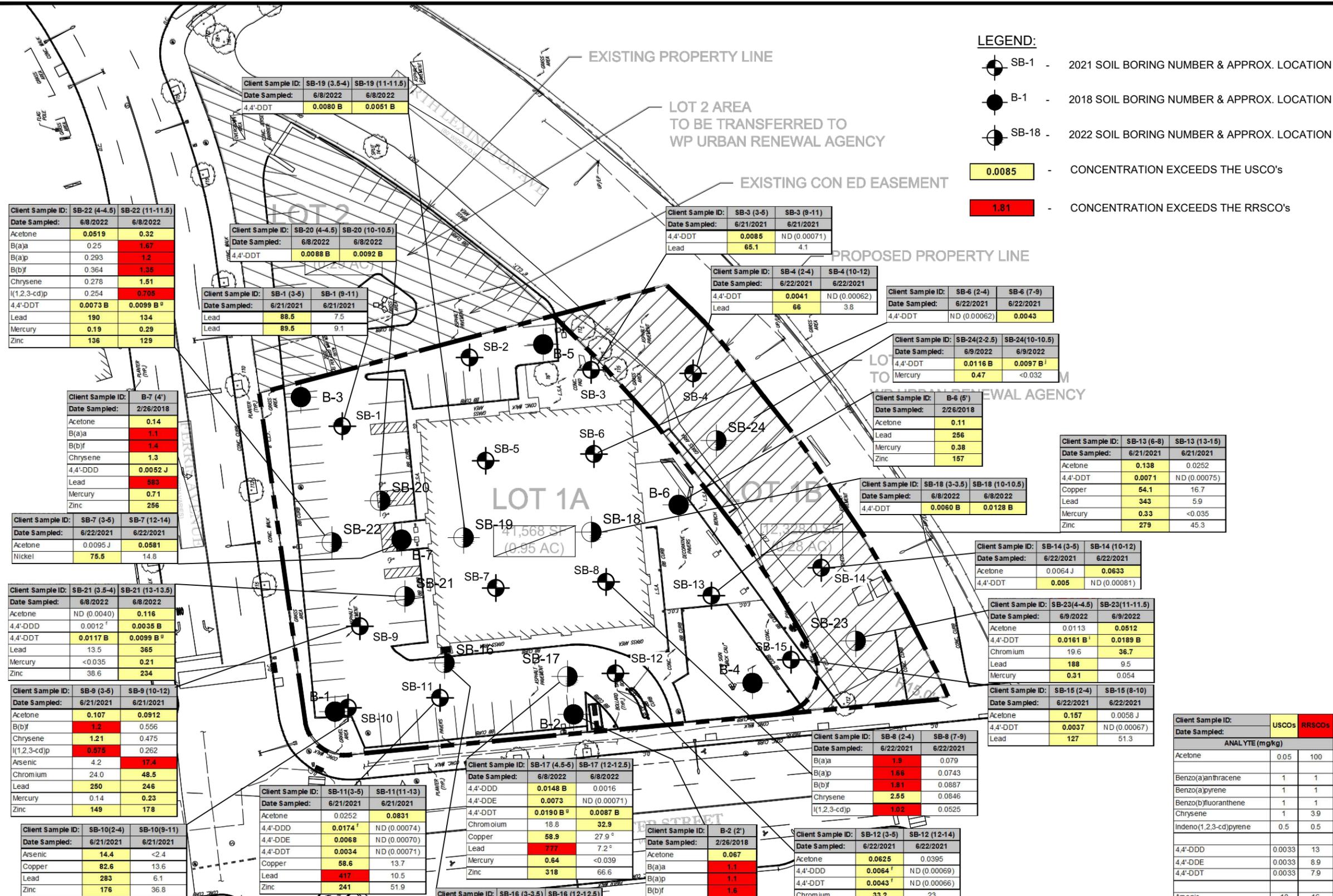
2013	Law Office of Michael Safranek Address: 277 Tarrytown Road White Plains, New York 10607	Phone: (914) 997-0072	Inactive	None
2013	John E. Oliva, Esq. Address: 1065 Avenue of the Americas, Floor 18 New York, New York 10018	Phone: (212) 593-3000	Active	None
2013 - 2021	Concepts of Independence Choices Inc. Address: 120 Wall Street, Suite 1010 New York, New York 10005	Phone: (518) 459-6422	Active	None
2013 - 2021	United General Title Insurance Company (acquired by First American Title) Address: C/O First American Title 1 First American Way Santa Ana, California 92707	Phone: 1(800) 854-3643	Active	None
2013 - 2021	Water Street Plumbing Heating & Cooling LLC Address: 1 Water Street White Plains, New York 10601	Phone: (914) 821-2399	Inactive	None
2021 – Present	Vacant (Building Demolished)		N/A	None

Year	Contact Information Portion of Former North Lexington Avenue Former 125.66-2-2 Owners	Status	Relation to Requestor
Unknown – 2021	White Plains Urban Renewal Agency Address: 255 Main Street White Plains, New York 10601	Phone: (914) 422-1300	Active None
May 2021 – Present	1 Water Street L.L.C. Address: Harborside 3 210 Hudson Street, Suite 400 Jersey City, New Jersey 07311	Phone: (732) 590-1508	Active Requestor
Operators			
1980 – Unknown	Paper Street known as North Lexington Road/Parking	Inactive	None
Unknown – Present	Parking (Discontinued Portion of a Former Paper Street known as North Lexington Avenue)	N/A	None

PREVIOUS OWNERS & OPERATORS LIST
One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

EXHIBIT G

N:\ACAD\11936\CAD\11936 - FIG-3.1 - SOIL BORING LOCATION PLAN & RESULTS - 07-29-2021.DWG 08/04/22 04:48:56PM_yelena.zolotova, LAYOUT:FIG-3.1_2



Client Sample ID:	SB-22 (4-4.5)	SB-22 (11-11.5)
Date Sampled:	6/8/2022	6/8/2022
Acetone	0.0519	0.32
B(a)a	0.25	1.67
B(a)p	0.293	1.2
B(b)f	0.364	1.35
Chrysene	0.278	1.51
I(1,2,3-cd)p	0.254	0.705
4,4'-DDD	0.0073 B	0.0099 B ^u
Lead	190	134
Mercury	0.19	0.29
Zinc	136	129

Client Sample ID:	B-7 (4')
Date Sampled:	2/26/2018
Acetone	0.14
B(a)a	1.1
B(b)f	1.4
Chrysene	1.3
4,4'-DDD	0.0052 J
Lead	583
Mercury	0.71
Zinc	256

Client Sample ID:	SB-7 (3-5)	SB-7 (12-14)
Date Sampled:	6/22/2021	6/22/2021
Acetone	0.0095 J	0.0581
Nickel	75.5	14.8

Client Sample ID:	SB-21 (3.5-4)	SB-21 (13-13.5)
Date Sampled:	6/8/2022	6/8/2022
Acetone	ND (0.0040)	0.116
4,4'-DDD	0.0012 ^f	0.0035 B
4,4'-DDT	0.0117 B	0.0099 B ^u
Lead	13.5	365
Mercury	<0.035	0.21
Zinc	38.6	234

Client Sample ID:	SB-9 (3-5)	SB-9 (10-12)
Date Sampled:	6/21/2021	6/21/2021
Acetone	0.107	0.0912
B(b)f	1.2	0.556
Chrysene	1.21	0.475
I(1,2,3-cd)p	0.575	0.262
Arsenic	4.2	17.4
Chromium	24.0	48.5
Lead	250	246
Mercury	0.14	0.23
Zinc	149	178

Client Sample ID:	SB-10(2-4)	SB-10(9-11)
Date Sampled:	6/21/2021	6/21/2021
Arsenic	14.4	<2.4
Copper	82.6	13.6
Lead	283	6.1
Zinc	176	36.8

Client Sample ID:	SB-11(3-5)	SB-11(11-13)
Date Sampled:	6/21/2021	6/21/2021
Acetone	0.0252	0.0831
4,4'-DDD	0.0174 ^f	ND (0.00074)
4,4'-DDE	0.0068	ND (0.00070)
4,4'-DDT	0.0034	ND (0.00071)
Copper	58.6	13.7
Lead	417	10.5
Zinc	241	51.9

Client Sample ID:	SB-17 (4.5-5)	SB-17 (12-12.5)
Date Sampled:	6/8/2022	6/8/2022
4,4'-DDD	0.0148 B	0.0016
4,4'-DDE	0.0073	ND (0.00071)
4,4'-DDT	0.0190 B ^u	0.0087 B
Chromium	18.8	32.9
Copper	58.9	27.9 ^c
Lead	777	7.2 ^c
Mercury	0.64	<0.039
Zinc	318	66.6

Client Sample ID:	SB-16 (3-3.5)	SB-16 (12-12.5)
Date Sampled:	6/8/2022	6/8/2022
4,4'-DDT	0.0083 B	0.0131 B

Client Sample ID:	SB-3 (3-5)	SB-3 (9-11)
Date Sampled:	6/21/2021	6/21/2021
4,4'-DDT	0.0085	ND (0.00071)
Lead	65.1	4.1

Client Sample ID:	SB-4 (2-4)	SB-4 (10-12)
Date Sampled:	6/22/2021	6/22/2021
4,4'-DDT	0.0041	ND (0.00062)
Lead	66	3.8

Client Sample ID:	SB-6 (2-4)	SB-6 (7-9)
Date Sampled:	6/22/2021	6/22/2021
4,4'-DDT	ND (0.00062)	0.0043

Client Sample ID:	SB-24(2-2.5)	SB-24(10-10.5)
Date Sampled:	6/9/2022	6/9/2022
4,4'-DDT	0.0116 B	0.0097 B ^j
Mercury	0.47	<0.032

Client Sample ID:	B-6 (5')
Date Sampled:	2/26/2018
Acetone	0.11
Lead	256
Mercury	0.38
Zinc	157

Client Sample ID:	SB-18 (3-3.5)	SB-18 (10-10.5)
Date Sampled:	6/8/2022	6/8/2022
4,4'-DDT	0.0060 B	0.0128 B

Client Sample ID:	SB-14 (3-5)	SB-14 (10-12)
Date Sampled:	6/22/2021	6/22/2021
Acetone	0.0064 J	0.0633
4,4'-DDT	0.005	ND (0.00081)

Client Sample ID:	SB-23(4-4.5)	SB-23(11-11.5)
Date Sampled:	6/9/2022	6/9/2022
Acetone	0.0113	0.0512
4,4'-DDT	0.0161 B ^j	0.0189 B
Chromium	19.6	36.7
Lead	188	9.5
Mercury	0.31	0.054

Client Sample ID:	SB-15 (2-4)	SB-15 (8-10)
Date Sampled:	6/22/2021	6/22/2021
Acetone	0.157	0.0058 J
4,4'-DDT	0.0037	ND (0.00067)
Lead	127	51.3

Client Sample ID:	SB-8 (2-4)	SB-8 (7-9)
Date Sampled:	6/22/2021	6/22/2021
B(a)a	1.9	0.079
B(a)p	1.86	0.0743
B(b)f	1.81	0.0887
Chrysene	2.55	0.0846
I(1,2,3-cd)p	1.02	0.0525

Client Sample ID:	SB-12 (3-5)	SB-12 (12-14)
Date Sampled:	6/22/2021	6/22/2021
Acetone	0.0625	0.0395
4,4'-DDD	0.0064 ^f	ND (0.00069)
4,4'-DDT	0.0043 ^f	ND (0.00066)
Chromium	33.2	23
Copper	65.3	9
Lead	184	6.7
Mercury	0.37	<0.031
Zinc	115	42.2

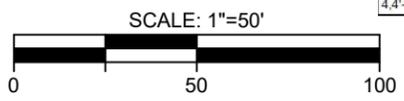
Client Sample ID:	B-2 (2')
Date Sampled:	2/26/2018
Acetone	0.067
B(a)a	1.1
B(a)p	1.1
B(b)f	1.6
Chrysene	1.3
Copper	52.8
Lead	482
Mercury	0.31
Zinc	246

Client Sample ID:	SB-13 (6-8)	SB-13 (13-15)
Date Sampled:	6/21/2021	6/21/2021
Acetone	0.138	0.0252
4,4'-DDT	0.0071	ND (0.00075)
Copper	54.1	16.7
Lead	343	5.9
Mercury	0.33	<0.035
Zinc	279	45.3

Client Sample ID:	USCOs	RRSCOs
ANALYTE (mg/kg)		
Acetone	0.05	100
Benzo(a)anthracene	1	1
Benzo(a)pyrene	1	1
Benzo(b)fluoranthene	1	1
Chrysene	1	3.9
Indeno(1,2,3-cd)pyrene	0.5	0.5
4,4'-DDD	0.0033	13
4,4'-DDE	0.0033	8.9
4,4'-DDT	0.0033	7.9
Arsenic	13	16
Chromium	30	180
Copper	50	270
Lead	63	400
Mercury	0.18	0.81
Nickel	30	310
Zinc	109	10000

NYS Education Law
Unauthorized alterations or additions to this plan are a violation of section 7209 (2) of the New York State Education Law. Copies of this map not having the seal of the engineer shall not be valid.

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REFERENCE
SITE INFORMATION TAKEN FROM "PROPOSED 1 WATER STREET PROJECT SITE"
PREPARED BY DIVNEY TUNG SCHWALBE. DATED JUNE 27, 2019, REV. AUG. 16, 2019.

NOTES:
1. THIS PLAN IS FOR LOCATING SAMPLES ONLY.
OTHER SITE WORK SHOWN HERE IS NOT INTENDED FOR CONSTRUCTION.
2. 4,4'-DDD AND 4,4'-DDT WERE PRESENT IN THE METHOD BLANK FOR SAMPLES ANALYZED IN 2022.

dwg by: aas
chk by: SG
scale: AS NOTED
date: 06/29/2022

SOILS / FOUNDATIONS
SITE DESIGN
ENVIRONMENTAL
SESI
CONSULTING ENGINEERS
12A MAPLE AVE. PINE BROOK, N.J. 07058 PH: 973-808-9050

project: PROPOSED DEVELOPMENT
1 WATER STREET
WHITE PLAINS, NY 10601
title: SOIL BORING LOCATION PLAN AND RESULTS

job no: 12392
drawing no:

FIG 3.1

N:\ACAD\12392 BORING LOCATION PLAN.DWG 07/12/22 09:38:41AM, alan.ward, LAYOUT: FIG-3.2 (7-11-22)

Client Sample ID	GW-3	
Date Sampled	6/22/2021	
	Result	Q
Perfluorooctanoic acid (PFOA)	ng/l	35.5
Iron	ug/l	11200
Magnesium	ug/l	37600
Manganese	ug/l	2420
Sodium	ug/l	2050000

Client Sample ID	GW-5	
Date Sampled	6/9/2022	
	Result	Q
Perfluorooctanoic acid	ng/l	21.9
Perfluorooctanesulfonic acid	ng/l	38.9
Benzo(a)anthracene	ug/l	40.3
Benzo(a)pyrene	ug/l	34.2
Benzo(b)fluoranthene	ug/l	37.5
Benzo(k)fluoranthene	ug/l	12.8
Chrysene	ug/l	40.5
Fluoranthene	ug/l	69.2
Indeno(1,2,3-cd)pyrene	ug/l	19.5
Phenanthrene	ug/l	61.2
Pyrene	ug/l	83.8
Barium	ug/l	1060
Chromium	ug/l	112
Iron	ug/l	106000
Lead	ug/l	91.6 °
Magnesium	ug/l	65600
Manganese	ug/l	4540
Mercury	ug/l	0.81
Nickel	ug/l	114
Sodium	ug/l	458000

Client Sample ID	GW-1	
Date Sampled	6/21/2021	
	Result	Q
Perfluorooctanoic acid (PFOA)	ng/l	34.5
Perfluorooctanesulfonic acid (PFOS)	ng/l	25.3
Trichlorofluoromethane	ug/l	21.7
Pentachlorophenol	ug/l	1.7
Benzo(a)anthracene	ug/l	0.24
Cadmium	ug/l	5.6
Iron	ug/l	770
Magnesium	ug/l	56400
Manganese	ug/l	6940
Sodium	ug/l	3210000

Client Sample ID	GW-4	
Date Sampled	6/8/2022	
	Result	Q
Perfluorooctanoic acid	ng/l	16.1
Barium	ug/l	2130
Chromium	ug/l	85.9 °
Iron	ug/l	87600
Lead	ug/l	38.8 °
Magnesium	ug/l	217000
Manganese	ug/l	14700
Mercury	ug/l	1.7
Nickel	ug/l	101
Sodium	ug/l	735000

Client Sample ID	GW-6	
Date Sampled	6/9/2022	
	Result	Q
Perfluorooctanoic acid	ng/l	22.4
Perfluorooctanesulfonic acid	ng/l	17.9
Benzo(a)anthracene	ug/l	2.5
Benzo(a)pyrene	ug/l	2.5
Benzo(b)fluoranthene	ug/l	2.9
Chrysene	ug/l	2.1
Indeno(1,2,3-cd)pyrene	ug/l	1.8
Dieldrin	ug/l	0.022
Barium	ug/l	1860
Chromium	ug/l	107
Iron	ug/l	98600
Lead	ug/l	509 °
Magnesium	ug/l	46200
Manganese	ug/l	9130
Mercury	ug/l	1.8
Nickel	ug/l	102
Sodium	ug/l	108000

Client Sample ID	GW-2	
Date Sampled	6/22/2021	
	Result	Q
Perfluorooctanoic acid (PFOA)	ng/l	32.5
Perfluorooctanesulfonic acid (PFOS)	ng/l	20.1
Benzo(a)anthracene	ug/l	1.6
Benzo(a)pyrene	ug/l	2.7
Benzo(b)fluoranthene	ug/l	2.9
Benzo(k)fluoranthene	ug/l	0.98
Chrysene	ug/l	1.9
Indeno(1,2,3-cd)pyrene	ug/l	2.5
Iron	ug/l	13100
Lead	ug/l	398
Manganese	ug/l	2100
Sodium	ug/l	473000

Analyte Name	Unit	NYSDEC AWQS
Trichlorofluoromethane	ug/l	5
Perfluorooctanoic acid	ng/l	10
Perfluorooctanesulfonic acid	ng/l	10
Pentachlorophenol	ug/l	1
Benzo(a)anthracene	ug/l	0.002
Benzo(a)pyrene	ug/l	0
Benzo(b)fluoranthene	ug/l	0.002
Benzo(k)fluoranthene	ug/l	0.002
Chrysene	ug/l	0.002
Fluoranthene	ug/l	50
Indeno(1,2,3-cd)pyrene	ug/l	0.002
Phenanthrene	ug/l	50
Pyrene	ug/l	50
Dieldrin	ug/l	0.004
4,4'-DDD	ug/l	0.3
Barium	ug/l	1000
Cadmium	ug/l	5
Chromium	ug/l	50
Iron	ug/l	300
Lead	ug/l	25
Magnesium	ug/l	35000
Manganese	ug/l	300
Mercury	ug/l	0.7
Nickel	ug/l	100
Sodium	ug/l	20000

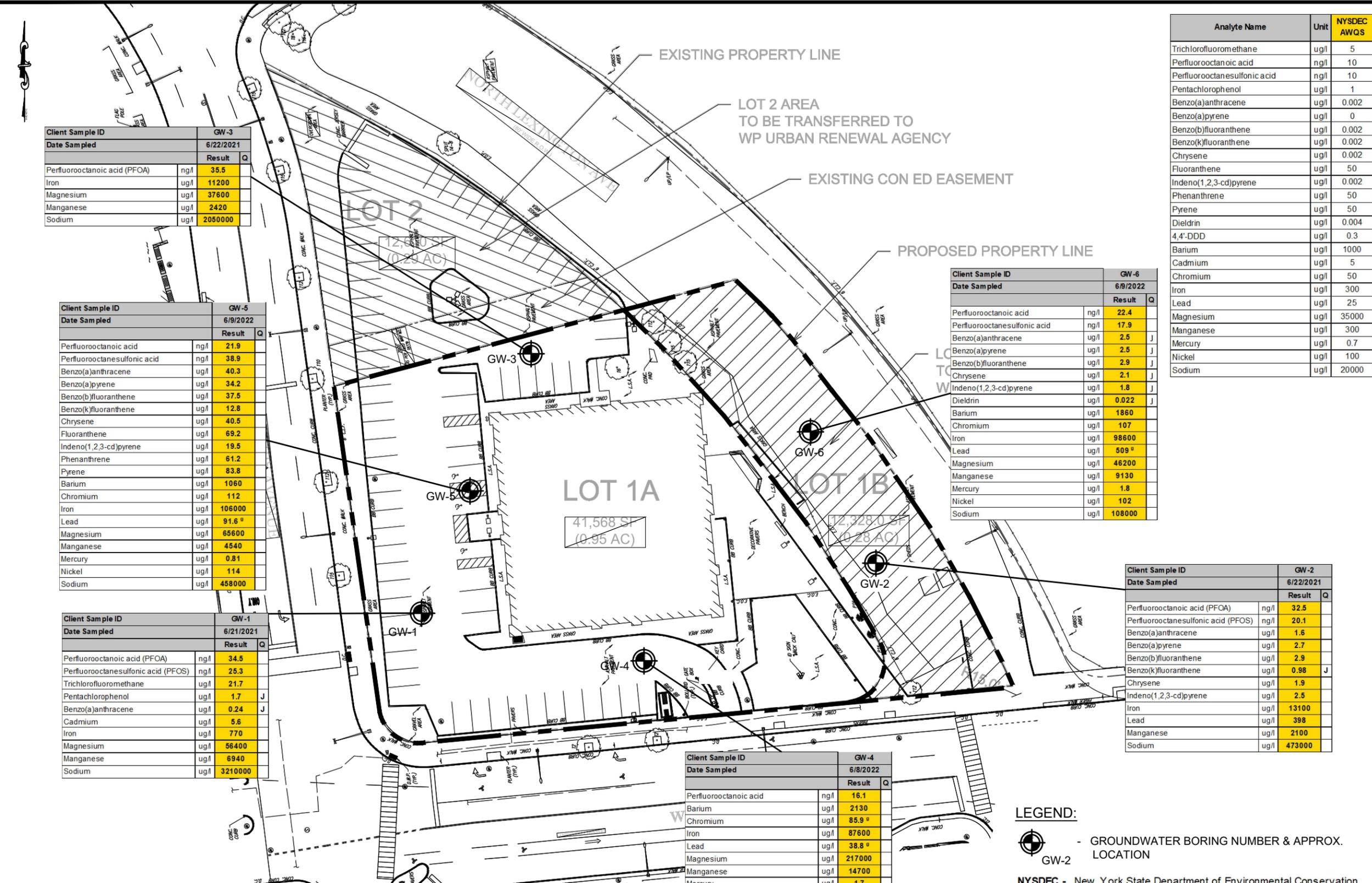
dwg by: AW
chk by: SG
scale: AS NOTED
date: 07/11/2022

SOILS / FOUNDATIONS
SITE DESIGN
ENVIRONMENTAL
SESI
CONSULTING ENGINEERS
12A MAPLE AVE. PINE BROOK, N.J. 07058 PH: 973-808-9050

project: PROPOSED DEVELOPMENT
1 WATER STREET
WHITE PLAINS, NY 10601
title: GROUNDWATER LOCATION PLAN AND RESULTS

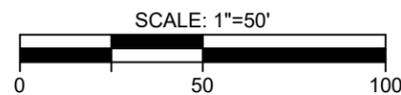
job no: 12392
drawing no:

FIG. 3-2



NYS Education Law
Unauthorized alterations or additions to this plan are a violation of section 7209 (2) of the New York State Education Law. Copies of this map not having the seal of the engineer shall not be valid.

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REFERENCE
SITE INFORMATION TAKEN FROM "PROPOSED 1 WATER STREET PROJECT SITE"
PREPARED BY DIVNEY TUNG SCHWALBE. DATED JUNE 27, 2019, REV. AUG. 16, 2019.

NOTE:
THIS PLAN IS FOR LOCATING SAMPLES ONLY.
OTHER SITE WORK SHOWN HERE IS NOT INTENDED FOR CONSTRUCTION.

LEGEND:

- GROUNDWATER BORING NUMBER & APPROX. LOCATION
GW-2

NYSDEC - New York State Department of Environmental Conservation

AWQS - Ambient Water Quality Standards

- Concentration of compound exceeds the AWQS

Client Sample ID:	VP-9
Date Sampled:	6/9/2022
MS Volatiles (TO-15) - ug/m3	
Acetone (2-Propanone)	165
Benzene	22
Carbon disulfide	61
Chloroform	4.6
Chloromethane	2.5
Cyclohexane	10
Dichlorodifluoromethane	2.2 J
m-Dichlorobenzene	6.6
Ethanol	76.1
Ethylbenzene	5.6
Ethyl Acetate	12
4-Ethyltoluene	1.9 J
Freon 114	3.4
Heptane	7
Hexane	13
2-Hexanone	4.9
Isopropyl Alcohol	1130 E
Methylene chloride	2.8
Methyl ethyl ketone	20
Methyl Isobutyl Ketone	32
Methylmethacrylate	1.6 J
Propylene	179
1,1,1-Trichloroethane	11
1,2,4-Trimethylbenzene	7.4
1,3,5-Trimethylbenzene	2.3 J
Tertiary Butyl Alcohol	39.7
Tetrachloroethylene	6.6
Tetrahydrofuran	5.9
Toluene	21
Trichlorofluoromethane	348
m,p-Xylene	20
o-Xylene	8.3
Xylenes (total)	28

Client Sample ID:	VP-3
Date Sampled:	6/22/2021
MS Volatiles (TO-15) - ug/m3	
Acetone	824
Benzene	8.9
Carbon disulfide	52.6
Chloroform	3.3 J
Chloromethane	5.4
Cyclohexane	17
Dichlorodifluoromethane	2.4 J
Ethanol	614
Ethylbenzene	5.6
Ethyl Acetate	21
Heptane	19
Hexane	31
Isopropyl Alcohol	46.2
Methylene chloride	14
Methyl ethyl ketone	112
Methyl Isobutyl Ketone	8.2
Propylene	175
1,1,1-Trichloroethane	2.2 J
1,2,4-Trimethylbenzene	6.9
Tertiary Butyl Alcohol	10
Tetrachloroethylene	1.8
Toluene	30
Trichlorofluoromethane	8.4
Vinyl chloride	3.1
m,p-Xylene	22
o-Xylene	7.8
Xylenes (total)	30

Client Sample ID:	VP-4
Date Sampled:	6/22/2021
MS Volatiles (TO-15) - ug/m3	
Acetone	1240
Benzene	17
Carbon disulfide	114
Ethanol	1010
Ethylbenzene	17 J
Heptane	13 J
Hexane	17
2-Hexanone	47.4
Isopropyl Alcohol	103
Methyl ethyl ketone	180
Propylene	472
1,2,4-Trimethylbenzene	14 J
Tertiary Butyl Alcohol	22
Tetrachloroethylene	12
Toluene	56.2
Trichlorofluoromethane	389
m,p-Xylene	68.6
o-Xylene	23
Xylenes (total)	91.6

Client Sample ID:	VP-1
Date Sampled:	6/22/2021
MS Volatiles (TO-15) - ug/m3	
Acetone	1220
Benzene	22
Carbon disulfide	57.3
Cyclohexane	23
Ethanol	292
Ethyl Acetate	37.4
Heptane	16 J
Hexane	55.7
Isopropyl Alcohol	35.2
Methyl ethyl ketone	141
Propylene	1370
Tertiary Butyl Alcohol	24
Toluene	20
m,p-Xylene	18
Xylenes (total)	18

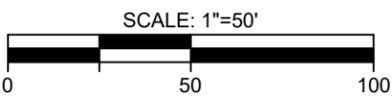
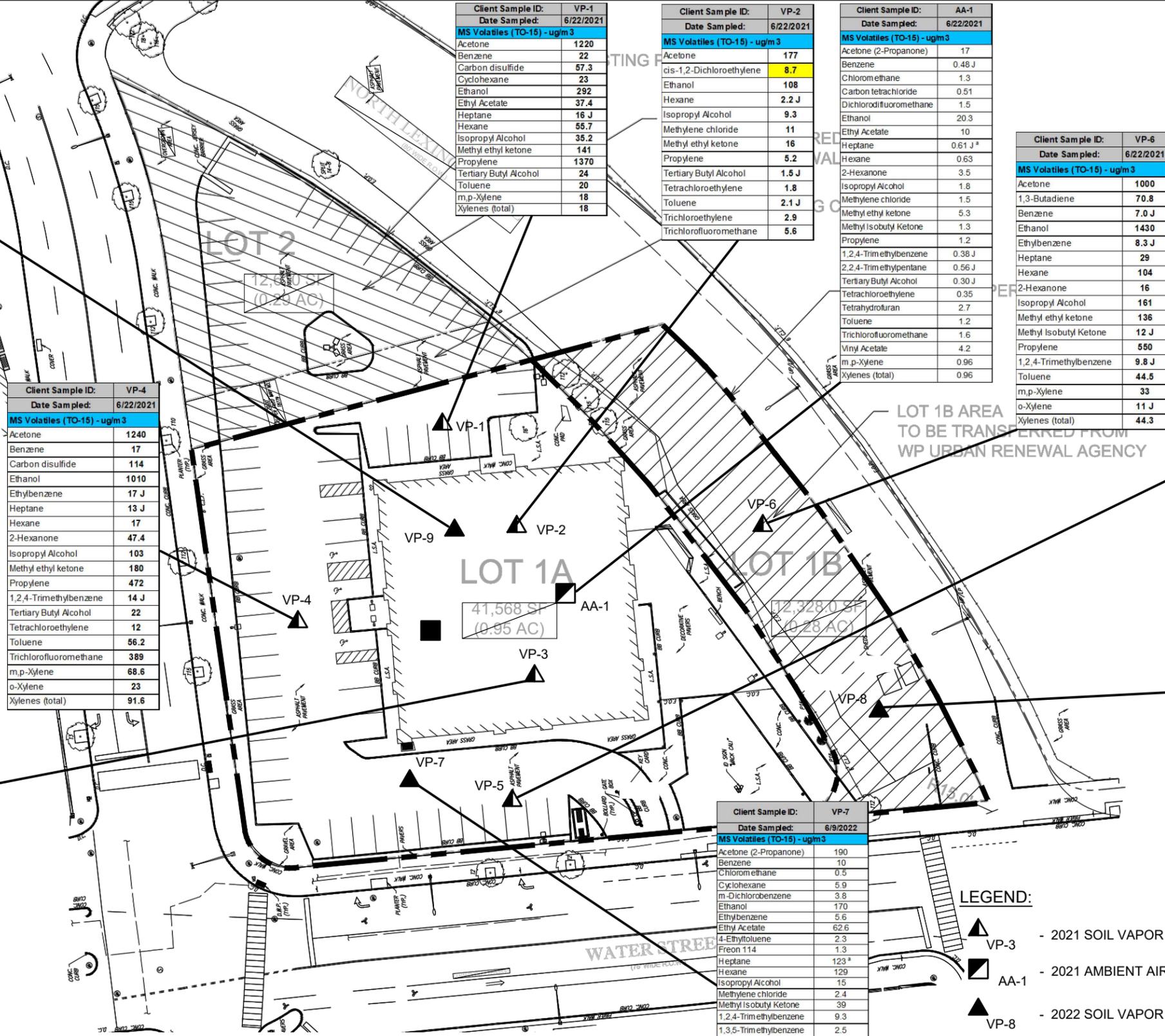
Client Sample ID:	VP-2
Date Sampled:	6/22/2021
MS Volatiles (TO-15) - ug/m3	
Acetone	177
cis-1,2-Dichloroethylene	8.7
Ethanol	108
Hexane	2.2 J
Isopropyl Alcohol	9.3
Methylene chloride	11
Methyl ethyl ketone	16
Propylene	5.2
Tertiary Butyl Alcohol	1.5 J
Tetrachloroethylene	1.8
Toluene	2.1 J
Trichloroethylene	2.9
Trichlorofluoromethane	5.6

Client Sample ID:	AA-1
Date Sampled:	6/22/2021
MS Volatiles (TO-15) - ug/m3	
Acetone (2-Propanone)	17
Benzene	0.48 J
Chloromethane	1.3
Carbon tetrachloride	0.51
Dichlorodifluoromethane	1.5
Ethanol	20.3
Ethyl Acetate	10
Heptane	0.61 J *
Hexane	0.63
2-Hexanone	3.5
Isopropyl Alcohol	1.8
Methylene chloride	1.5
Methyl ethyl ketone	5.3
Methyl Isobutyl Ketone	1.3
Propylene	1.2
1,2,4-Trimethylbenzene	0.38 J
2,2,4-Trimethylpentane	0.56 J
Tertiary Butyl Alcohol	0.30 J
Tetrachloroethylene	0.35
Tetrahydrofuran	2.7
Toluene	1.2
Trichlorofluoromethane	1.6
Vinyl Acetate	4.2
m,p-Xylene	0.96
Xylenes (total)	0.96

Client Sample ID:	VP-6
Date Sampled:	6/22/2021
MS Volatiles (TO-15) - ug/m3	
Acetone	1000
1,3-Butadiene	70.8
Benzene	7.0 J
Ethanol	1430
Ethylbenzene	8.3 J
Heptane	29
Hexane	104
2-Hexanone	16
Isopropyl Alcohol	161
Methyl ethyl ketone	136
Propylene	550
1,2,4-Trimethylbenzene	9.8 J
Toluene	44.5
m,p-Xylene	33
o-Xylene	11 J
Xylenes (total)	44.3

Client Sample ID:	VP-5
Date Sampled:	6/22/2021
MS Volatiles (TO-15) - ug/m3	
Acetone	910
Benzene	31
Carbon disulfide	402
Cyclohexane	2020
1,2-Dichloroethane	10 J
cis-1,2-Dichloroethylene	5.2 J
Ethanol	1230
Heptane	259
Hexane	497
Isopropyl Alcohol	54.3
Methyl ethyl ketone	89.7
Propylene	849
2,2,4-Trimethylpentane	308
Tertiary Butyl Alcohol	13
Tetrachloroethylene	49
Toluene	38
Trichloroethylene	7
m,p-Xylene	23
o-Xylene	8.7 J
Xylenes (total)	32

Client Sample ID:	VP-8
Date Sampled:	6/9/2022
MS Volatiles (TO-15) - ug/m3	
Acetone (2-Propanone)	292
1,3-Butadiene	2.7
Benzene	19
Carbon disulfide	2
Chloroform	2.4
Chloromethane	1.3
Carbon tetrachloride	0.6
m-Dichlorobenzene	9
Ethylbenzene	5.6
Ethyl Acetate	33
4-Ethyltoluene	2.3
Heptane	5.3 *
Methyl ethyl ketone	22
Methyl Isobutyl Ketone	47.5
1,2,4-Trimethylbenzene	9.3
1,3,5-Trimethylbenzene	2.7
2,2,4-Trimethylpentane	13
Tetrachloroethylene	6.8
Tetrahydrofuran	14
Toluene	15
Trichloroethylene	0.47
Trichlorofluoromethane	11
m,p-Xylene	25
o-Xylene	11
Xylenes (total)	36



REFERENCE
SITE INFORMATION TAKEN FROM "PROPOSED 1 WATER STREET PROJECT SITE"
PREPARED BY DIVNEY TUNG SCHWALBE. DATED JUNE 27, 2019, REV. AUG. 16, 2019.

NYS Education Law
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LEGEND:

- VP-3 - 2021 SOIL VAPOR BORING NUMBER & APPROX. LOCATION
- AA-1 - 2021 AMBIENT AIR SAMPLE NUMBER & APPROX. LOCATION
- VP-8 - 2022 SOIL VAPOR BORING NUMBER & APPROX. LOCATION
- 2022 AMBIENT AIR SAMPLE NUMBER & APPROX. LOCATION
- 8.7 - CONCENTRATION EXCEEDS THE NYSDOH MATRICES VALUE

NOTE:
THIS PLAN IS FOR LOCATING SAMPLES ONLY.
OTHER SITE WORK SHOWN HERE IS NOT INTENDED FOR CONSTRUCTION.

Compound	NYSDOH Matrix A	NYSDOH Matrix B
cis-1,2-Dichloroethylene	6	
Methylene chloride		100
1,1,1-Trichloroethane		100
Tetra chloroethylene	6	100
Trichloroethylene		

dwg by: yy
chk by: SG
scale: AS NOTED
date: 06/30/2022

SOILS / FOUNDATIONS
SITE DESIGN
ENVIRONMENTAL

SESI
CONSULTING
ENGINEERS

12A MAPLE AVE. PINE BROOK, N.J. 07058 PH: 973-808-9050

project:
PROPOSED DEVELOPMENT
1 WATER STREET
WHITE PLAINS, NY 10601
title:
SOIL VAPOR PLAN AND RESULTS

job no: 12392
drawing no:

FIG-3.3

EXHIBIT H

Department of State Division of Corporations

Entity Information

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

Entity Details



ENTITY NAME: 1 WATER STREET L.L.C.	DOS ID: 4819034
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 09/14/2015	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 09/14/2015	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: WESTCHESTER	NEXT STATEMENT DUE DATE: 09/30/2023
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:

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

Service of Process Name and Address

Name: CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share

MACK-CALI REALTY CORPORATION

ARTICLES OF AMENDMENT

MACK-CALI REALTY CORPORATION, a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: The Corporation desires to, and does hereby, amend the charter of the Corporation as currently in effect (the "Charter") pursuant to Sections 2-601 et seq. of the Maryland General Corporation Law (the "MGCL") by deleting therefrom in its entirety the existing Article I and inserting, in lieu thereof, the following new Article I:

ARTICLE I

NAME

The name of the corporation (the "Corporation") is:

Veris Residential, Inc.

SECOND: The foregoing amendment to the Charter as set forth in these Articles of Amendment is limited to a change expressly authorized by Section 2-605 of the MGCL to be made without action by the stockholders, and was approved by a majority of the entire Board of Directors of the Corporation, without action by the stockholders.

THIRD: These Articles of Amendment shall be effective at 9:00 a.m. Eastern Standard Time on December 10, 2021.

FOURTH: The undersigned Chief Executive Officer of the Corporation acknowledges these Articles of Amendment to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be signed in its name and on its behalf by its Chief Executive Officer, and attested to by its Secretary, on this 7th day of December, 2021.

ATTEST:

[Signature]
Name: Gary T. Wagner
Title: Secretary

MACK-CALI REALTY CORPORATION

By: [Signature] [(SEAL)]
Name: Mahbod Nia
Title: Chief Executive Officer

CUST ID: 0003878941
WORK ORDER: 0005095516
DATE: 12-07-2021 02:42 PM
AMT. PAID: \$567.00

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the
page document on file in this office. DATED: 12/7/2021
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [Signature] Custodian
This stamp replaces our previous certification system, Revision 6/93

Exhibit I

CORPORATE CONSENT

The undersigned, being the sole Member of 1 Water Street L.L.C., does hereby certify as follows:

1. 1 Water Street L.L.C. is the prospective volunteer for the prospective Brownfield Cleanup Program (BCP) Site located at 1 Water Street, White Plains, New York 10601 (Tax Block 2, Lot 1.11) (collectively the "BCP Site").

2. The following person, Taryn Fielder, the Executive Vice President & General Counsel of Veris Residential Trust, the sole general partner of Veris Residential Partners, L.P., the sole member of 1 Water Street L.L.C., has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of 1 Water Street L.L.C., Brownfield Site Volunteer in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 20th day of October, 2022.

Veris Residential Partners, L.P.

By: Veris Residential Trust, general partner

By: 

Name: Taryn Fielder

Title: Executive Vice President & General Counsel

MACK-CALI REALTY CORPORATION

ARTICLES OF AMENDMENT

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THIRD: These Articles of Amendment shall be effective at 9:00 a.m. Eastern Standard Time on December 10, 2021.

FOURTH: The undersigned Chief Executive Officer of the Corporation acknowledges these Articles of Amendment to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be signed in its name and on its behalf by its Chief Executive Officer, and attested to by its Secretary, on this 7th day of December, 2021.

ATTEST:

[Signature of Gary T. Wagner]
Name: Gary T. Wagner
Title: Secretary

MACK-CALI REALTY CORPORATION

By: [Signature of Mahbod Nia] [(SEAL)]
Name: Mahbod Nia
Title: Chief Executive Officer

CUST ID: 0003878941
WORK ORDER: 0005095516
DATE: 12-07-2021 02:42 PM
AMT. PAID: \$567.00

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the
page document on file in this office. DATED: 12/7/2021
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [Signature] Custodian
This stamp replaces our previous certification system, Revision 6/93

Exhibit J

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.



570613108DED001V

Westchester County Recording & Endorsement Page

Submitter Information

Name:	First American Title Ins. NY Divison	Phone:	212-922-9700
Address 1:	666 Third Avenue, 5th Floor	Fax:	212-922-0881
Address 2:		Email:	WestchestereRecordings@firstam.com
City/State/Zip:	New York NY 10017	Reference for Submitter:	838691 ml

Document Details

Control Number:	570613108	Document Type:	Deed (DED)
Package ID:	2017030200049001001	Document Page Count:	3
		Total Page Count:	4

Parties

1st PARTY		<input type="checkbox"/> Additional Parties on Continuation page	
1:	MACK-CALI WP REALTY ASSOC LLC	- Other	1: 1 WATER ST LLC
2:			2:
			- Other

Property

Street Address:	1 WATER STREET	Tax Designation:	125.66-2-1
City/Town:	WHITE PLAINS	Village:	

Cross-References

1:	2:	3:	4:
----	----	----	----

Supporting Documents

1: RP-5217	2: TP-584	3: TP-584.1
------------	-----------	-------------

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
Total Recording Fees Paid:	\$315.00

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

Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	12050

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 04/20/2017 at 11:06 AM
 Control Number: **570613108**
 Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

Pick-up at County Clerk's office

MACK-CALI REALTY CORP.
210 HUDSON STREET SUITE 400

JERSEY CITY , NJ 07311
Attn: SUSAN EPSTEIN

THIS INDENTURE, made the 1st day of March, 2017

BETWEEN

Mack-Cali WP Realty Associates L.L.C., a New York limited liability company, having offices at c/o Mack-Cali Realty Corporation, Harborside 3, 210 Hudson Street, Suite 400, Jersey City, NJ 07311

party of the first part, and

1 Water Street L.L.C., a New York limited liability company, having offices at c/o Mack-Cali Realty Corporation, Harborside 3, 210 Hudson Street, Suite 400, Jersey City, NJ 07311

party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Please see attached legal description, "Exhibit A" attached hereto and made a part hereof.

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.

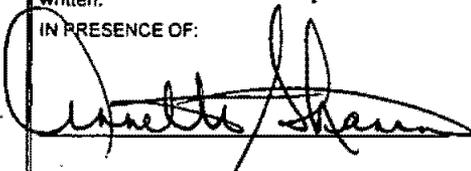
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

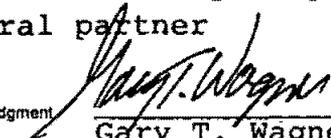
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:



Mack-Cali WP Realty Associates L.L.C.
By: Mack-Cali Realty L.P., sole member
By: Mack-Cali Realty Corporation,
general partner



Gary T. Wagner
General Counsel

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of _____ ss:

State of New York, County of _____ ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

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

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

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of New Jersey

ss:

On the 28 day of ~~March~~ Feb in the year 2017 before me, the undersigned, personally appeared Gary T. Wagner

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

Jersey City in New Jersey

(insert the City or other political subdivision)

(and insert the State or Country or other place the acknowledgment was taken)

Susan M Epstein
(signature and office of individual taking acknowledgment)

SUSAN M. EPSTEIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 8, 2017

Ward 125.66

BLOCK 2

LOT 1

COUNTY OR TOWN Westchester

STREET ADDRESS 1 Water Street

White Plains, NY 10606

WARRANTY DEED
WITH FULL COVENANTS

Title No. 3020-8386911

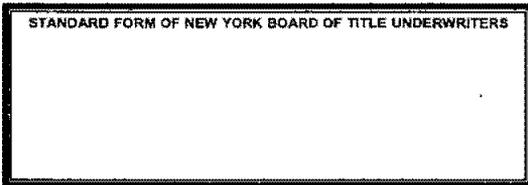
Mack-Cali WP Realty Associates L.L.C.

TO

1 Water Street L.L.C.

Recorded at Request of

RETURN BY MAIL TO:



Susan Epstein
Mack-Cali Realty Corporation
Harborside 3, 210 Hudson Street, Suite 400
Jersey City, NY 07311

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

EXHIBIT A

BOML. "A."

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, designated as Disposition Parcel No. 8 and shown on a certain map entitled, "Central Renewal Project, NY R-37, Disposition Parcel No. 8", dated September 23, 1977, made by James W. Delano and filed in the Office of the County Clerk of Westchester County, Division of Land Records, on September 30, 1977 as Map No. 19256 and bounded and described as follows:

BEGINNING at the northerly end of a curve having a radius of 20.00 feet connecting the easterly side of Ferris Avenue as widened with the northerly side of Water Street as widened;

RUNNING thence from said point of beginning along the easterly side of Ferris Avenue as widened and as relocated, North 7 degrees 51' 21.6" West 238.937 feet;

THENCE continuing along the easterly side of Ferris Avenue, on a curve to the left having a radius of 300 feet, a distance of 84.548 feet to a point on the westerly side of Proposed North Lexington Avenue, as shown on the above mentioned map;

THENCE running along the westerly side of said Proposed North Lexington Avenue as shown on the above mentioned map, on a curve to the right having a radius of 660 feet, a distance of 424.756 feet to a point of curve;

RUNNING thence still on a curve to the right having a radius of 20 feet, a distance of 39.443 feet to the northerly side of Water Street, as shown on the above mentioned map;

RUNNING thence along the northerly side of Water Street, South 84 degrees 29' 20" West 212.845 feet to a point to a point of curve connecting the northerly side of Water Street with the easterly side of Ferris Avenue;

THENCE along a curve to the right having a radius of 20 feet, a distance of 30.597 feet to the point and place of BEGINNING.

DEED

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

1 WATER STREET L.L.C.
Harborside 3
210 Hudson Street, Suite 400
Jersey City, New Jersey 07311

TO

WHITE PLAINS URBAN RENEWAL AGENCY
70 Church Street
White Plains, New York 10601

ADDRESS: 1 Water Street
SECTION: 125.66
BLOCK: 2
LOTS: P/O Lot 1
CITY: White Plains
COUNTY: Westchester

RETURN BY MAIL TO:

John G. Callahan, Esq., Agency Counsel
White Plains Urban Renewal Agency
255 Main Street
White Plains, New York 10601

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

THIS INDENTURE, made as of this 21st day of May, 2021,

BETWEEN 1 WATER STREET L.L.C., a New York limited liability company, with offices at Harborside 3 - 210 Hudson Street, Suite 400, Jersey City, New Jersey 07311, party of the first part, and WHITE PLAINS URBAN RENEWAL AGENCY, a New York public benefit corporation, with offices at 70 Church Street, White Plains, New York 10601, 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 party forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, County of Westchester, State of New York, more particularly described on Schedule A attached hereto and made part a hereof.

SUBJECT TO all easements, restrictions, covenants and conditions of record affecting the Premises;

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 has been encumbered in any way whatever, except as aforesaid.

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

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

[Signature page follows]

SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF WHITEPLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHERLY END OF A CURVE AT THE INTERSECTION OF THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY) WITH THE WESTERLY LINE OF NORTH LEXINGTON AVENUE (80' WIDE RIGHT OF WAY) RUNNING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING FOUR (4) COURSES;

1. SOUTHEASTERLY ALONG THE WESTERLY LINE OF NORTH LEXINGTON AVENUE (80 FEET WIDE RIGHT OF WAY) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 18 DEGREES – 40 MINUTES – 26 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES – 02 MINUTES – 39 SECONDS EAST, 214.16 FEET, FOR AN ARC DISTANCE OF 215.11 FEET TO A POINT ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2 AND PROPOSED LOT 2, BLOCK 2, THENCE;
2. ALONG SAID DIVIDING LINE, SOUTH 75 DEGREES – 12 MINUTES – 20 SECONDS WEST, A DISTANCE OF 148.87 FEET TO A POINT ON THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY), THENCE;
3. NORTHERLY ALONG THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY) NORTH 07 DEGREES – 51 MINUTES – 22 SECONDS WEST, A DISTANCE OF 77.32 FEET TO A POINT OF CURVATURE, THENCE;
4. NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 16 DEGREES – 08 MINUTES – 53 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES – 55 MINUTES – 48 SECONDS WEST, 84.27 FEET, FOR AN ARC DISTANCE OF 84.55 FEET TO THE POINT OR PLACE OF BEGINNING.

QUITCLAIM DEED

WHITE PLAINS URBAN RENEWAL AGENCY
70 Church Street
White Plains, New York 10601

TO

1 WATER STREET L.L.C.
Harborside 3
210 Hudson Street, Suite 400
Jersey City, New Jersey 07311

PREMISES: Portion of North Lexington Avenue
SECTION: 125.66
BLOCK: 2
LOT: Lot 2
CITY: White Plains
COUNTY: Westchester

RETURN BY MAIL TO:

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP
One North Lexington Avenue
White Plains, New York 10601
Attn: Peter J. Wise, Esq.

DEED

THIS INDENTURE, made as of this 21st day of ^{May}~~April~~, 2021,

BETWEEN WHITE PLAINS URBAN RENEWAL AGENCY, a New York public benefit corporation, with offices at 70 Church Street, White Plains, New York 10601, party of the first part, and 1 WATER STREET L.L.C., a New York limited liability company, with offices at Harborside 3 - 210 Hudson Street, Suite 400, Jersey City, New Jersey 07311, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) Dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second party, the heirs or successors and assigns of the party of the second party forever,

ALL that certain plot, piece 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, more particularly described on Schedule A attached hereto and made part hereof.

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

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

[Signature page follows]

SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF WHITE PLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE WESTERLY END OF A CURVE AT THE INTERSECTION OF THE NORTHERLY LINE OF WATER STREET (75 FEET WIDE RIGHT OF WAY) WITH THE WESTERLY LINE OF NORTH LEXINGTON AVENUE (80 FEET WIDE RIGHT OF WAY) RUNNING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING FIVE (5) COURSES;

1. NORTHEASTERLY ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2, AND PROPOSED LOT 1B, BLOCK 2, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 112 DEGREES – 59 MINUTES – 45 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES – 59 MINUTES – 27 SECONDS EAST, 33.35 FEET, FOR AN ARC DISTANCE OF 39.44 FEET TO A POINT OF CHANGE IN CURVATURE, THENCE;

2. CONTINUING ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2 AND PROPOSED LOT 1B, BLOCK 2, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 18 DEGREES – 12 MINUTES – 01 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES – 36 MINUTES – 26 SECONDS WEST, 208.77 FEET, FOR AN ARC DISTANCE OF 209.65 FEET TO A POINT, THENCE;

3. NORTH 75 DEGREES – 12 MINUTES – 20 SECONDS EAST, A DISTANCE OF 58.12 FEET TO A POINT OF CURVATURE, THENCE;

4. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 19 DEGREES – 48 MINUTES – 44 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 34 DEGREES – 19 MINUTES – 16 SECONDS EAST, 244.29 FEET, FOR AN ARC DISTANCE OF 245.51 FEET TO A POINT, THENCE;

5. WESTERLY ALONG THE SAID NORTHERLY LINE OF WATER STREET, SOUTH 84 DEGREES – 29 MINUTES – 20 SECONDS WEST, A DISTANCE OF 82.56 FEET TO THE POINT OR PLACE OF BEGINNING.

THESE PREMISES ARE COMMONLY KNOWN AS A DISCONTINUED PORTION OF A FORMER PAPER STREET KNOWN AS NORTH LEXINGTON AVENUE AND SHOWN ON THE TAX ASSESSMENT MAPS OF THE CITY OF WHITE PLAINS AS SECTION 125.66, BLOCK 2, LOT 2.

THIS SALE WAS AUTHORIZED AND APPROVED BY THE WHITE PLAINS URBAN RENEWAL AGENCY BY RESOLUTION ADOPTED ON SEPTEMBER 3, 2020 AND BY

THE COMMON COUNCIL OF THE CITY OF WHITE PLAINS BY RESOLUTION
ADOPTED OCTOBER 5, 2020.

Exhibit K

Site Contact List

One Water Street Blacksmith and Wheelwright Site
1 Water Street, White Plains, New York 10601

Name	Title	Address	City	State	Zip
Charles Schumer	U.S. Senator	Leo O'Brien Building, Room 827	Albany	NY	12207
Kirsten Gillibrand	U.S. Senator	Leo O'Brien Building, Room 821	Albany	NY	12207
Mondaire Jones	U.S. House of Representatives, 17th District	222 Mamaroneck Avenue, Suite 213	White Plains	NY	10605
Andrea Stewart-Cousins	New York State Senator, 35th District	28 Wells Avenue, Building #3, 5th Floor	Yonkers	NY	10701
Chris Burdick	NYS Assemblymember 93rd District	100 S. Bedford Road, Suite 150	Mount Kisco	NY	10549
George Latimer	Westchester County Executive	148 Martine Avenue	White Plains	NY	10601
Richard Hyman	Westchester County Planning Board, Chair	148 Martine Avenue	White Plains	NY	10601
Timothy C. Idoni	Westchester County Clerk	110 Dr. Martin Luther King Jr. Blvd.	White Plains	NY	10601
Thomas Toach	Mayor of White Plains	255 Main Street	White Plains	NY	10601
John Ioris	White Plains Planning Board, Chair	225 Main Street	White Plains	NY	10601
Stefania A. Mignone	White Plains Department of Public Works, Commissioner	225 Main Street	White Plains	NY	10601
Bureau of Water & Wastewater	City of White Plains Public Water Supplier	255 Main Street	White Plains	NY	10601
The Journal News	Media	1133 Westchester Avenue, Suite N110	White Plains	NY	10605
Galina Chernykh	Harrison Public Library, West Harrison Branch, Director	2 Madison Street	West Harrison	NY	10604
Patricia Simone	Lee F. Jackson School, Principal	2 Saratoga Road	White Plains	NY	10607
Shqype Rraci	Richard J. Bailey School, Principal	33 West Hillside Avenue	White Plains	NY	10607
Kim Ross	Mohawk Country Day School, School Director	200 Old Tarr ytown Road	White Plains	NY	10603
Myra Castillo	Church Street School, Principal	295 Church Street	White Plains	NY	10603
Laura Mungin	George Washington School, Principal	100 Orchard Street	White Plains	NY	10604
Paul M. Pizzutello	Reach Academy	45 Gainsborg Avenue East	West Harrison	NY	10604
Leroy Dixon	Eastview Campus - Middle School, Principal	350 Main Street	White Plains	NY	10601
Ryan Monk	Fusion Academy Westchester, Campus Director	1 N Broadway, Suite 120	White Plains	NY	10601
Timothy Dwyer	School Choice International, CEO	150 Grand Street	White Plains	NY	10601
Dennis Kortright	S.J. Preston Elementary	50 Taylor Avenue	West Harrison	NY	10604
Gary Mastrangelo	Highview Elementary School	200 N Central Avenue	Hartsdale	NY	10530
Josefa A Estrella	Estrella's Child Care LLC	91 Russell Street	White Plains	NY	10606
Anatolia Torres	Westchester Sunny Daycare	52 W Prospect Avenue	White Plains	NY	10607
Patricia	Patricia's Day Care	58 Lincoln Avenue	White Plains	NY	10606
Delia Reyes	Pilar's Day Care	62 Lincoln Avenue	White Plains	NY	10606
Hope Pierce	Lil Explorers Preschool	39 Trenton Avenue	White Plains	NY	10606
Anthony Ross	Children's Corner Learning Center	120 Bloomingdale Road	White Plains	NY	10605
Adagui G. Marchena	Mini City Daycare	66 Concord Avenue	White Plains	NY	10606
White Plains Urban Renewal Agency	Adjacent Property Owner of Water Street (125.66-2-1.2	255 Main Street	White Plains	NY	10601
Gateway I Group, Inc.	Adjacent Property Owner of 85 North Lexington Avenue	1251 Avenue of the Americas, 36th Floor	New York	NY	10020
Metro North	Adjacent Property Owner of 16 Ferris Avenue	420 Lexington Avenue	New York	NY	10170
City of White Plains	Adjacent Property Owner of 20 Ferris Avenue	255 Main Street	White Plains	NY	10601
15 Water LLC	Adjacent Property Owner of 15 Water Street	50 Bank Street	White Plains	NY	10608
12 Water Street Association LLC	Adjacent Property Owner of 12 Water Street	89 Edison Avenue	Mt. Vernon	NY	10550
White Plains Fire Department, Station 2	Adjacent Property Operator of 20 Ferris Avenue	20 Ferris Avenue	White Plains	NY	10601

Pepe Cadillac	Adjacent Property Operator of 15 Water Street	15 Water Street	White Plains	NY	10601
Allied Universal	Adjacent Property Operator of 12 Water Street	12 Water Street, #301	White Plains	NY	10601
Thomas M. Bona, PC	Adjacent Property Operator of 12 Water Street	12 Water Street	White Plains	NY	10601
Rev Point Media	Adjacent Property Operator of 12 Water Street	12 Water Street, #203	White Plains	NY	10601
The Westchester Bank	Adjacent Property Operator of 12 Water Street	12 Water Street	White Plains	NY	10601

Exhibit L



1400 Crossroads Building
2 State Street
Rochester, New York 14614
nyenvlaw.com

LINDA R. SHAW
ATTORNEY AT LAW

T 585.546.8430
C 585.414.3122
lshaw@nyenvlaw.com

August 4, 2022

VIA ELECTRONIC MAIL
gchernykh@wlsmail.org

Galina Chernykh, Director
Harrison Public Library - West Harrison Branch
2 Madison Street
West Harrison, New York 10604

RE: Brownfield Cleanup Program Application
Applicant: 1 Water Street Associates LLC
Site Address: 1 Water Street, White Plains, New York 10601

Dear Ms. Chernykh:

We represent 1 Water Street Associates LLC in its anticipated Brownfield Cleanup Program application for the above-referenced site at 1 Water Street, White Plains, NY 10601. Your branch is currently the repository for this project. It is a requirement of the NYS Department of Environmental Conservation that we supply them with a letter certifying that the local library is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. To avoid significant use of your shelf space, all documents will be sent in CD format.

Please sign below and return as an attachment to an email to my Paralegal, Rebecca Stevens at rstevens@nyenvlaw.com if you are able to certify that your library would be willing and able to act as the temporary public repository for this Brownfield Cleanup Program project.

Thank you.

Sincerely,

KNAUF SHAW LLP

LINDA R. SHAW

Yes, the Harrison Public Library - West Harrison Branch is willing and able to act as a public repository for documents related to the cleanup of 1 Water Street, White Plains, NY 10601 under the NYS Brownfield Cleanup Program.

Galina Chernykh, Director

Date

Exhibit M

Fixed Price Contract with Independent Contractor for Project

THIS AGREEMENT is made and entered into by and between **Nacirema Demolition and Recycling, Inc.** ("Contractor") and **1 Water Street L.L.C.** ("Owner"), for a project located at **1 Water Street, White Plains, NY 10601** (the "Property"). The Owner and Contractor agree as follows:

1. SCOPE OF WORK

- A. Contractor agrees to perform the work and services required by this Agreement including any drawings, specifications and addenda listed and/or attached hereto (collectively referred to as the "Contract Documents") in accordance with the Contract Documents. Contractor agrees to provide at its sole expense all labor, materials, services, equipment, tools, scaffolds and hoists required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachments ("Work") per specification(s) No. N/A and Exhibit(s): A.
- B. This Agreement represents the entire Agreement between the parties and contains all terms and conditions required for the proper execution and completion of the Work. The Owner may order changes in the Work consisting of additions, deletions or other revisions. All changes in the Work shall be authorized only by written notice, signed by the Owner. In the absence of such signed change order, such work shall be considered to have been performed as part of the original Agreement without additional compensation.
- C. Contractor shall commence work on **February 18, 2019** Contractor shall prosecute the Work diligently and the Work is continue to **February 17, 2020**. If the term of this Agreement expires, and the parties continue to perform under this Agreement on a month-to-month basis, the terms and conditions of this Agreement shall continue in full force and effect until (i) either party terminates this Agreement by providing thirty-days (30-days) written notice or (ii) a new fully-executed Agreement is delivered to all parties.
- D. Time is of the essence. In the event the Contractor fails to complete the Work by the Date of Final Completion stated in Article 1.C, then liquidated damages in the amount of N/A per day shall be assessed by the Owner against the Contractor for each day or portion of a day of delay beyond the Date of Final Completion. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages which may be incurred by the Owner as a result of the failure on the part of the Contractor to complete the work on time in accordance with contract requirements. The liquidated damages stated herein shall be the exclusive measure of ONLY those damages sustained by the Owner due to breach by the Contractor of its Agreement to complete timely the Work. This liquidated damages subsection shall not alter or affect adversely the Owner's rights to assess damages against the Contractor for loss resulting from causes OTHER THAN delay by the Contractor in timely completion of the Work.

2. CONTRACT SUM

- A. Subject to Article 1. D, Owner agrees to pay to the Contractor for the full and satisfactory performance and completion of the Work as specified or required in the Contract Documents the sum of **Five Hundred Twenty Four Thousand Four Hundred and Fifty Dollars and Zero Cents (\$524,450.00)**. This amount (the Contract Sum) shall not be increased by any changes in labor rates, transportation charges, material costs or taxes.

Payments to be made as follows See Exhibit B:

- B. Any payments due under this Agreement will be made no more than once a month and no later than the twenty-fifth (25th) day of each month for work completed the previous month. To receive any payment, the Contractor must submit to the Owner an invoice detailing the labor, services or materials already provided for Work performed in the previous month on or before the first day of the following month. By submission of an invoice for payment, the Contractor warrants that all Work performed for Owner by the Contractor to that date is free and clear of liens, claims, security interests or encumbrances from persons or entities providing labor, materials and equipment relating to the invoiced Work. No payment shall be made for equipment or materials which have not yet been installed on the Property.
- C. A sum equal to **Ten Percent (10 %)** or **Not Applicable of the Contract Sum will be retained by the Owner. The final** payment, including release of retainer, shall be paid by Owner within 30 days after final completion of the Work and its acceptance by the Owner, provided first, however, that Contractor shall have fulfilled all the obligations to be performed by Contractor under this Agreement.
- D. Unless waived by Owner in writing, the Contractor agrees to provide waivers and releases of liens from the Contractor and all subcontractors and suppliers of work under this Agreement (the "Release Documents") and any other evidence in a form satis-

factory to the Owner demonstrating that all labor, materials, bills, invoices, payroll taxes of any kind and any other indebtedness incurred by the Contractor up to and including the date of invoicing have been paid in full prior to or in exchange for final payment to Contractor.

- E. Owner may withhold any payment to the Contractor, including the retainage if; there is defective work that has not been remedied; if third parties have filed claims or liens or have threatened to file claims or liens; if the Contractor has failed to pay subcontractors for labor materials or equipment; if damage has been caused to the Owner or another contractor; if Contractor fails to submit an invoice as required by the terms of this Agreement; or if Contractor fails to carry out Work in accordance with the Contract Documents.

3. CONTRACTOR OBLIGATIONS

- A. Contractor shall supervise and direct the Work using its best skills and efforts and shall perform the Work in strict accordance with the Contract Documents. Contractor warrants that unless otherwise specified, all materials and equipment incorporated in the Work will be new and of good quality and free from faults or defects. To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, Contractor shall, before commencing the Work, submit to Owner a schedule for completing the Work during the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise agreed to by Owner. Contractor shall at all times coordinate with Owner with respect to the scheduling, commencement and completion of the Work and perform the Work in a manner that will least disrupt residents on the Property. The Contractor shall require each subcontractor to be bound by this Agreement to the extent of the work performed by such subcontractor. The Contractor agrees to perform the Work with due diligence and without delay. The Contractor will not delay or interfere with any work of the Owner or any subcontractors. Contractor shall coordinate its Work with others performing work at the Property as Owner directs.
- B. Contractor shall enforce strict discipline and good order among employees of the Contractor and all other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Owner reserves the rights to have the Contractor remove an employee from the premises if unfit or unskilled. If requested by Owner, all employees of the Contractor shall wear uniforms with tags or embroidery showing the name of the Contractor and the name of the employee. The Contractor shall employ labor and personnel in accordance with applicable Local, State and Federal laws.
- C. It is Owner's policy to seek to engage "responsible contractors". As used herein, "responsible contractors" pay a fair wage and provide fair benefits to employees, provide appropriate safety and other training, establish a safe work environment for their workers and comply with all applicable federal, state and local laws and ordinances, including the Fair Labor Standards Act. Contractor also acknowledges these policies and shall comply with all requirements of the Fair Labor Standards Act.
- D. Contractor shall pay, when due, sales, consumer, use, FICA and unemployment compensation taxes and any other taxes due for the work or portions thereof provided by the Contractor.
- E. Prior to commencing the Work, the Contractor shall obtain, at Owner cost and expense, all permits and at its own expense all licenses required by any governmental authority having jurisdiction over the Property and agrees to pay all royalties that may be necessary for the proper performance of this Work.
- F. Contractor agrees to perform all work under this Agreement in compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations (collectively, "Laws") applicable to such work, including, without limitation, all environmental, health and safety Laws relating to (i) the use of disposal of any materials, products, by-products, substances and pollutants now or hereafter designated or regulated under any environmental, health or safety Laws, and/or (ii) the giving and/or posting of notices or signage relating to such use or disposal. Contractor hereby indemnifies and saves Owner harmless from and against any and all costs, liabilities and actions arising out of the violation or allege violation of, or the no-compliance or alleged non-compliance with any Laws.
- G. Contractor will at all times facilitate and permit the inspection of the Work by the Owner and public authorities. The Contractor shall not be relieved of its obligations to perform the Work because of tests, inspections, or approvals required or performed by persons other than the Contractor. The Work shall not be accepted until the Owner and all public authorities have inspected and approved the Work and any certificates of occupancy and/or final inspection certificates that are required are issued.
- H. Contractor shall at all times be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees of Contractor or any other subcontractor performing services on the Property and other persons including, but not limited to, residents or tenants of the Owner and their guests; (2) the Work and all materials and equipment used to complete the Work; and (3) other Property at the site or adjacent thereto. The obligation of the Contractor to protect shall include the duty to provide and maintain at its sole expense at the Property, suitable and sufficient guards, lights, barricades and enclosures while mobilized on-site. All damage or loss to any Property caused in whole or in part by the Contractor, its subcontractor or their agents, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable, shall be remedied by the Contractor. The Owner reserves the right at all times to halt work that is being performed in an unsafe manner until Contractor rectifies same.

- I. Contractor shall at all times keep the premises and surrounding area free from accumulation of waste material or rubbish caused by its performance of the Work. Within twenty-four (24) hours from the completion of any Work, or any portion of Work, the Contractor shall remove all waste material, rubbish, tools, construction equipment, machinery and surplus materials from the Property, and shall leave the Work area broom clean or its equivalent at the end of each work day. If the Contractor fails to clean the premises, Owner may perform the clean-up and the cost shall be deducted from any payment requests submitted by the Contractor. Contractor is responsible for removal and proper disposal of all waste from the work site.
- J. Contractor agrees to abide by the requirements of the Fair Housing Amendments Act of 1988 and will not engage in any discriminatory practices, any discriminatory language, or any act that may be deemed discriminatory by Fair Housing Law
- K. Contractor agrees to abide by the Department of Transportation regulations (Part 382 of Title 49 of the Code of Federal Regulations), if applicable. Contractor agrees that any employee operating a motor vehicle at the direction of the Contractor or while undertaking the business of this contract is participating in a DOT mandated and approved random drug and alcohol testing program. Failure to maintain such a program in compliance with DOT regulations would be grounds for termination of this Agreement pursuant to Section I 0.
- L. Contractor guarantees that all the Work shall be free from defects in workmanship and materials for a minimum period of One (1) Year from date Owner accepts the work. Promptly upon Owner's request, Contractor will correct by repair or replacements, without charge, any such defects (and any damage to other Property, including without limitation the work of other sub-contractors resulting there from or from the correction thereof) which may appear in the Work during that period. Additionally, any materials/equipment warranty provided by the manufacturer of said materials/equipment is to be for a period of One (1) Year. Where any governmental bodies or agencies regulating the Owner's operations, such as the United States Department of Housing and Urban Development, require beyond said periods, the Contractor's obligations shall remain in effect through such extended period of time. If the Contractor fails to commence and to complete the repair or replacement of improper or defective work, as specified, within a reasonable period of time as determined by the Owner, the Owner may proceed to have such work completed by whatever method it may deem expedient and may charge the Contractor for the expense incurred.
- M. Contractor will be responsible to protect living units against the elements at the end of each working day and under no circumstances shall any living unit be left unprotected due to work under this Agreement. In addition, no occupied living unit will be without essential services, heat, light, and water at the end of each working day as a result of this work.
- N. Contractor shall hereby indemnify, defend, protect and hold the Owner harmless from all claims and liabilities, losses, costs, or expenses including fines incurred by the Owner for the Contractor's failure to comply with the Federal Occupational Health and Safety Act, and like state and local requirements.
- O. PERMITS, AUTHORIZATIONS, LEGAL COMPLIANCE:

(a) CONTRACTOR shall, at Owner's cost and expense, obtain all permits, consents and authorizations and comply with all (i) statutes, laws, codes, regulations, rules, standards, directives, orders and ordinances (including, without limitation, those pertaining to safety (including worker safety), health, and environmental protection, those requiring the recruitment, hiring, training and promotion of women, minorities, qualified individuals with disabilities and qualified protected veterans (and CONTRACTOR must ensure that its policies and practices do not limit employment opportunities for such individuals) of federal, state, municipal and county governments and of all branches, departments, subdivisions, bureaus and agencies thereof, or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property (collectively, "Laws") and (ii) the rules, regulations, orders and other requirements of any board of fire insurance underwriters or fire insurance rating organization having jurisdiction over or cognizance of the Building. The CONTRACTOR shall indemnify and hold harmless the OWNER, and any other owner of Property in which work is being performed, to the fullest extent permitted by law, from and against any and all liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, fines, penalties and costs of corrective measures that may arise in connection with the failure of the CONTRACTOR, its subcontractors, agents, employees and/or assigns and/or anyone for whose acts any of them may be liable, to comply with any Laws.

(b) CONTRACTOR represents, warrants and agrees that it will comply with all applicable federal and state employment and immigration Laws and that it has or will verify that each of its employees assigned to work at the Property or Building is legally eligible to work in the United States prior to their commencing work at OWNER'S Property or Building. CONTRACTOR further agrees to defend and indemnify OWNER for claims by individuals or governmental authorities or agencies for any fines, penalties and other costs (including, without limitation, reasonable attorneys' fees and expenses) resulting from alleged or actual violations of any employment and immigration laws committed by CONTRACTOR and for a breach of this representation, warranty and covenant.

(c) Neither CONTRACTOR, nor any officer, director, shareholder, partner, investor or member of CONTRACTOR is named by any Executive Order of the United States Treasury Department as a terrorist, a "Specially Designated National and Blocked Person," or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control (collectively, an "Identified Terrorist".) CONTRACTOR is not engaging in this transaction on the behalf of, either directly or indirectly, any Identified Terrorist.

4. OWNER OBLIGATIONS

- A. The Owner shall not be responsible for or assume any liability or responsibility for loss or damage to equipment or materials, tools or other personal Property whether owned or leased by the Contractor, subcontractor, their agents, or anyone employed by them in the performance of the Work.
- B. When work is being performed on the Owner's premises where water, power, gas, and toilet facilities are available, the Owner will furnish said utilities and facilities to the Contractor and his workmen. All scheduled uses shall be coordinated and approved by the on-site Property Agent. Where said utilities are not available through the Owner's in-place facility, the Contractor shall provide same at his own expense to the extent required to fulfill the contract Agreement.
- C. Owner may, but shall not be required to, approve any equipment, supplies and/or materials to be used by Contractor in performing the work under this Agreement. Any such approval by Owner shall not be deemed to be a representation, guarantee or warranty by Owner with respect to the adequacy, safety or quality of such equipment, supplies and/or materials.

5. CORRECTION OF WORKS

Contractor shall promptly correct at its own expense any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work. Contractor warrants and shall also promptly remedy at its own expense any defects due to faulty materials, equipment or workmanship, all within such period or periods of time as may be prescribed by law or by the terms of any applicable guarantee required by the Contract Documents. The provisions of this section apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

6. INSURANCE

A. Contractor shall purchase from and maintain insurance from a company or companies lawfully authorized to do business in the jurisdiction in which the Property is located and with a rating of not less than a "XII" by Best's Key Rating Guide. Such insurance shall protect the Contractor, Agent, Roseland Residential, L.P., Roseland Residential Trust. and the Owner from all claims including, but not limited to, those that may arise out of or result from the actions and/or operations of the Contractor under this Agreement and for which the Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance Coverage to be provided shall include, but not be limited to, (1) Commercial General Liability, (2) Workers' Compensation and Employers' Liability, and (3) Automobile Liability, and where required, (4) pollution liability. Minimum amounts of insurance coverage written on an occurrence basis, must be carried by the Contractor in the amounts as follows:

Low Insurance Threshold

- 1. Commercial General Liability:
\$500,000 Each Occurrence
\$5,000 Med Expense (any one person)
\$500,000 Personal & Adv Injury
\$1,000,000 General Aggregate
\$1,000,000 Products – Comp/Op Aggregate
- 2. Worker's Compensation and Employers' Liability – covering all persons employed for such work with statutory limits in compliance with state laws. All insurers shall agree to waive subrogation against Owner, Manager and their respective agents.
\$500,000 each accident
\$500,000 disease – each employee
\$500,000 disease – policy limit
- 3. Comprehensive Automobile Liability – on all owned, non-owned or hired vehicles and equipment used in performance of the work provided for in this agreement:
\$300,000 Combined Single Limit (each accident)
OR
\$50,000 Bodily Injury (per person)
\$200,000 Bodily Injury (per accident)
\$50,000 Property Damage (per accident)
- 4. Umbrella Liability
\$1,000,000 each occurrence
\$1,000,000 aggregate

Medium Insurance Threshold

1. Commercial General Liability:
\$1,000,000 Each Occurrence
\$5,000 Med Expense (any one person)
\$1,000,000 Personal & Adv Injury
\$2,000,000 General Aggregate
\$2,000,000 Products – Comp/Op Aggregate
2. Worker's Compensation and Employers' Liability – covering all persons employed for such work with statutory limits in compliance with state laws. All insurers shall agree to waive subrogation against Owner, Manager and their respective agents.
\$500,000 each accident
\$500,000 disease – each employee
\$500,000 disease – policy limit
3. Comprehensive Automobile Liability – on all owned, non-owned or hired vehicles and equipment used in performance of the work provided for in this agreement:
\$500,000 Combined Single Limit (each accident)
4. Umbrella Liability
\$2,000,000 each occurrence
\$2,000,000 aggregate

High Insurance Threshold

1. Commercial General Liability:
\$1,000,000 each occurrence
\$5,000 Med Expense (any one person)
\$1,000,000 personal & Adv Injury
\$2,000,000 general aggregate
\$2,000,000 products – Comp/Op Agg
2. Worker's Compensation and Employers' Liability – covering all persons employed for such work with statutory limits in compliance with state laws. All insurers shall agree to waive subrogation against Owner, Agent and their respective agents.
\$1,000,000 each accident
\$1,000,000 disease – policy limit
\$1,000,000 disease – each employee
3. Comprehensive Automobile Liability – on all owned, non-owned or hired vehicles and equipment used in performance of the work provided for in this Agreement:
\$1,000,000 combined single limit for bodily injury and Property damage
4. Umbrella Liability
\$5,000,000 each occurrence
\$5,000,000 aggregate
5. Pollution Liability
\$3,000,000 each occurrence
\$3,000,000 aggregate

B. Contractor shall, concurrent with the execution of this Agreement, deliver to the Owner Certificates of Insurance in a form acceptable to the Owner evidencing the coverage set forth by this Agreement. The Certificate of Insurance will name the Owner, Roseland Residential, L.P., Roseland Residential Trust, its successors and predecessors, assignees, parents, subsidiaries, affiliates, divisions, departments, related entities, employees, directors, officers, agents, representatives, direct or indirect ownership entities of their owned or managed properties, and related companies as additional insured and such policies shall be primary and non-contributory to the policies of Owner. In no circumstance shall the Contractor commence any Work without the issuance of policies for all the insurance coverage specified in this section. The Certificate of Insurance and insurance policies shall contain a provision that coverage under the insurance policy will not be canceled, non-renewed or reduced in coverage until after thirty (30) days prior written notice by registered or certified mail has been given to the

Owner. Contractor agrees not to make claims against or seek to recover from Owner for loss or damage to Contractor's property or property of others insured by Contractor's insurance, and Contractor's insurance policies shall contain a waiver of subrogation in favor of Owner. To the extent Contractor shall be a self-insurer, Contractor waives any right of recovery against Owner, for damage to or loss or destruction of Contractor's property.

7. PREVENTION OF LIENS

Contractor agrees to pay when due all claims of subcontractors and others for labor, materials, services or equipment for the performance of Work and to prevent the filing of any liens by mechanics or materialmen or attachments, garnishments or suits affecting title to the Property upon which the Work is performed. The Contractor agrees within fifteen (15) days after notice is mailed to the Contractor to cause any such suit to lien to be dismissed or removed from the Property and to pay all expenses for, and on behalf of the Owner, including attorney fees incurred as a result of any suit to lien. The Contractor may, with the approval of the Owner, provide a bond in a form and substance satisfactory to the Owner to bond the Owner against any loss due to disputes with subcontractor, sub-subcontractors or any other person or entity providing labor or materials to complete the Work. The Contractor further agrees that no liens or judgments shall attach to the Property managed by the Agent and owned by the Owner by virtue of Work done by the Contractor or by any supplier, employees, materialmen or sub-subcontractor employed by him, and the Contractor warrants that all such parties shall be advised of these terms and bound by the provisions of this section. Failure to comply with this section shall constitute a default by the Contractor and entitle the Owner to terminate this Agreement or pursue other appropriate remedies at law or in equity.

8. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Roseland Residential, L.P., Roseland Residential Trust and other officers, directors, controlling persons, shareholders, partners, employees, parents and affiliates from and against any and all claims, damages, losses, costs and expenses whenever incurred including, but not limited to, reasonable attorney's fees arising out of any kind and nature whatsoever, including without limitation claims, damages, costs and expenses attributable to injury or destruction to tangible Property, bodily injury, sickness, disease or death or resulting from performance of the Work or incurred by reason of a breach by Contractor of any covenant or condition contained in the Contract Documents or the inaccuracy of any warranty or representation made in the Contract Documents or in the Release Documents.
- B. The indemnification obligation under this Article shall not be limited by any restriction on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. All provisions of this Agreement that require the Contractor to insure, defend or indemnify the Owner shall survive any termination of this Agreement.

9. OWNER LIABILITY

Contractor shall not bring claims or lawsuits under or related to this Agreement against any principals, employees, agents, officers, directors, stockholders, controlling persons, partners or affiliates of the Owner.

10. OWNER'S RIGHT TO TERMINATE THE CONTRACT

- A. Should the Contractor neglect to carry out the Work properly, correct defective Work, fail to furnish sufficient quantities or material to keep up with the progress of the work, or otherwise fail to perform any of its obligations under the Contract Documents, the Owner, after five (5) days written notice to the Contractor and its surety, if any, may without prejudice to any other remedy it may have, direct by written notice that the Contractor stop the Work, make good the deficiencies and may deduct the cost from the payment then or thereafter due to the Contractor or, at the option of the Owner, may terminate this Agreement and take possession of all materials, tools, and appliances and finish the Work by such means as the Owner sees fit. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance the Contractor shall promptly pay the difference to the Owner.
- B. Notwithstanding anything in this Agreement, the Owner, at its sole discretion, may terminate this Agreement at any time with or without cause by giving at least a **thirty (30) day prior written notice** of such termination to the Contractor. Upon any termination of this Agreement, and subject to all the terms and provisions of the Agreement, the Contractor shall be entitled to payment of the Contract Sum for all accepted Work finished or installed. However, the Owner may retain from any monies due to the Contractor an amount sufficient to cover Contractor's obligation under any guarantee of materials and workmanship provided in the Contract Documents. Upon the expiration of these obligations, the balance of the amount, if any, shall be paid to the Contractor. The Contractor, upon termination of this Agreement, shall peaceably and quietly surrender to the Owner all premises, facilities, machinery and equipment of or belonging to the Owner or for which Owner has paid Contractor.
- C. If the Contractor is adjudged a bankrupt or debtor or files a petition for relief under any Chapter of the Bankruptcy code, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a sub-

stantial violation of a provision of this Agreement, then Owner may exercise the remedies amiable to Owner under subparagraph (a) above.

11. MISCELLANEOUS

- A. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture between the parties, it being understood that the only relationship between the parties is that the Contractor is an independent contractor of the Owner. The Contractor is and shall be an independent contractor, and is not, and shall not be, or hold itself out to be, the agent of Owner. Contractor's work force shall be solely the employees and/or agents of Contractor, and not those of Owner. Nothing contained in this Agreement shall create any contractual or other relationship between Owner and any subcontractor or supplier.
- B. The invalidity or unenforceability of any provision shall not affect or limit the Validity and enforceability of any other provisions. The waiver by any party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The remedies and rights of the Owner, in the event of any default by the Contractor, are cumulative and in addition to those otherwise available by law, and the expression of any specific right or remedy shall not be construed as preventing the Owner from exercising any other right or remedy it may have.
- C. All notices given pursuant to this Agreement shall be in writing and either (i) personally delivered, (ii) sent by United States mail, registered or certified, postage prepaid, return receipt requested, or (iii) sent by a nationally recognized overnight delivery service, freight prepaid, return receipt requested, at the address set forth at the end of this Agreement, or to any such other addresses as any of the parties may have hereafter specify in writing to the other party. Notice shall be deemed given upon receipt if delivered personally, or upon the date of delivery (or refusal to accept delivery) as evidenced by the return receipt if sent pursuant to subclasses (ii) or (iii) above.
- D. This Agreement shall be construed in accordance with the laws of the State where the work is to be performed.
- E. This Agreement may not be assigned by Contractor (including assignment by operation of law) without the prior written consent of the Owner, nor shall any account receivable of the Contractor arising out of this Agreement be assigned without the prior written consent of the Owner. In the event the Contractor shall make any such assignment without such consent, the Owner may treat such assignment as a nullity and the Contractor agrees to notify the proposed assignee of the terms of this restriction.
- F. This Agreement is terminable by Owner on thirty- (30) days' written notice. Agent's interest in this Agreement may be assigned to Owner and, in the event of a sale of the Property, to a purchaser thereof, and in the event Owner notifies Contractor in writing of such assignment, then Contractor will immediately recognize Owner, or such purchaser, as the Agent with full power and authority under this Agreement as if Owner or such purchaser were the original maker of the Agreement in lieu and in place of Agent. Notwithstanding the foregoing, it is understood and agreed that unless and until the notification of such assignment by Owner, Owner shall have no obligation or liability whatsoever to the Contractor under this Agreement. In addition to the foregoing, it is understood and agreed that if this Agreement is assigned to Owner or a purchaser of the Property (as evidenced by Owner's notice), then from and after the date of such assignment, Agent shall be released and discharged from any and all liability under this Agreement arising after the date of such assignment, and Owner (in the event of an assignment to it) or the purchaser of the Property (in the event of an assignment to it) shall be responsible for any and all such liability under this Agreement arising after the date of such assignment, and Contractor will not assert any prior default of Agent under this Agreement as a defense to the performance by Contractor of its obligations under this Agreement.
- G. This Agreement and all the representations, warranties and conditions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, assignees and other successors in interest (to the extent permitted by this Agreement).
- H. Whenever the context so requires, the masculine gender includes the feminine and the neuter as appropriate and visa versa, and the singular includes the plural. Caption headings are for convenience only and are not to be used to construe or interpret the Agreement.
- I. Agent has no personal liability under this Agreement and all obligations of the Agent hereunder shall be satisfied out of the assets of the Owner and the Property.

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

By: 1 Water Street L.L.C.

CONTRACTOR: Nacirema Demolition and Recycling, Inc.

By: Roseland Residential, L.P., sole member

By: Roseland Residential Trust, general partner

By: Gary T. Wagner
(Print Name)

By: Andrew Rumanelli
(Print Name)

Gary T. Wagner
(Signature)

[Signature]
(Signature)

General Counsel
(Title)

CEO
(Title)

3/29/19
(Date)

3/20/2019
(Date)

1 Water Street L.L.C.
Mack-Cali Realty Corporation
Harborside 3
210 Hudson Street, Suite 400
Jersey City, NJ 07311
Phone: 973-218-2300
Fax: 973-218-0967

Name: Nacirema Demolition and Recycling, Inc.

Address: 253 Main Street, Suite 204
Matawan, NJ 07747

Phone: 732.984.9760
Fax:

EXHIBIT "A"
SCOPE OF WORK

1. Contractor shall be responsible for all work including, but not necessarily limited to the following:
 1. Contractor agrees to hold harmless Property and its agents for any claim damages, or injury to persons resulting in any negligence or willful acts caused by Contractor.
 2. If Contractor does not perform to Owners expectations, Property reserves the right the cancel this contract immediately.
 3. Contractor shall assume responsibility for all work, or non-work related damage caused by his work, and shall be charged for such repairs.
 4. Contractor shall:

BUILDING DEMOLITION AND ASBESTOS ABATEMENT AT 1 WATER STREET, WHITE PLAINS, NY 10601

SEE ATTACHED NACIREMA DEMOLITION AND RECYCLING, INC. PROPSAL DATED FEBRUARY 11, 2019 (EXHIBIT A-1).

CONTRACTOR TO REQUIRE CERTIFICATE OF INSURANCE NAMING OWNER AS ADDITIONAL INSURED FROM ASBESTOS ABATEMENT SUBCONTRACTOR CONFORMING TO THE INSURANCE REQUIREMENTS OF PARAGRAPH 6 OF THE IS CONTRACT EXCEPT THAT THE POLLUTION LIABILITY AMOUNTS SHALL BE \$5,000,000 EACH OCCURANCE AND \$5,000,000 AGGREGATE. COST OF THIS INSURANCE IS INCLUDED IN THE CONTRACT SUM.

SHOULD THERE BE DISCREPANCY BETWEEN ATTACHED PROPOSAL AND THIS CONTRACT, THE CONTRACT PROVISIONS SHALL GOVERN.

5. Contractor shall include in this scope all items required by local inspectors if applicable.
 6. Contractor shall assume responsibility for all damaged or defective materials supplied by the Contractor prior to final inspection.
 7. Final payment shall be based on Owners acceptance of work.
 8. **CONTRACTOR SHALL HAUL OFF SITE ALL JOB RELATED DEBRIS**
2. Contractor shall obtain and pay for all temporary meter permits, fees, and other costs required for the execution of this scope of work.

QUALITY ASSURANCE

3. Materials, apparatus, and equipment shall conform to and be installed in accordance to ensure manufacturer's warranties are available at the end of the work, and must comply to applicable building ordinances, and all other applicable legal requirements.

INSPECTION

4. Contractor shall inspect work areas before the work starts and inform Owner if any conditions are present that shall affect the performance of his work. Start of work constitutes Contractor acceptance of the surfaces and conditions.

GUARANTY

5. ALL WORK PERFORMED UNDER THIS SCOPE OF WORK SHALL BE GUARANTEED TO BE QUALITY WORKMANSHIP IN EVERY RESPECT AND FOR A PERIOD OF **ONE (1) YEAR** AFTER FINAL ACCEPTANCE. ANY DEFECT THAT OCCURS SHALL BE PROMPTLY REMEDIED BY THE CONTRACTOR WITHOUT COST TO THE PROPERTY.

STANDARD CONDITIONS

6. Time is of the essence to this contract.

EXHIBIT "A"
SCOPE OF WORK

7. Subject to the provisions of §1.B above, this contract is written with the intention that there be no extras. All prices are firm and include all applicable fees, permits, taxes, licenses, freight, etc. All changes shall be submitted with full backup and substantiation of all costs contained within.
8. All work shall meet with the requirements of all state, local, and BOCA codes.
9. Contractor shall comply with all rules and regulations of the Occupational Safety and Health Act.
10. Contractor's payments shall be based on passed inspections by local inspectors or Owners staff members and notarized lien releases.

We have read and understand this scope and/or exhibit and agree to supply and perform the duties as outlined.

BY: Nacirema Demolition and Recycling, Inc.

SIGNED: 

ITS: CEO

DATE: 3/20/2019



Nacirema Demolition and Recycling, Inc.
253 Main Street, Suite 204
Matawan, NJ 07747
(732) 984-9760
<http://www.naciremademolition.com>

February 11, 2019

EXHIBIT A-1

1 Water Street, L.L.C.
c/o Mack-Cali Realty Corporation
Harborside 3
210 Hudson Street, Suite 400
Jersey City, NJ 07311

RE: 1 Water Street, White Plains NY – Demolition Services

Nacirema Demolition and Recycling, Inc. (“Nacirema”) is pleased to provide this proposal to 1 Water Street L.L.C. for demolition services at the above referenced location. Nacirema will furnish all necessary labor, equipment, supervision and insurance required for this project.

Work by Others/ Exclusions

- We will need a site plan and then we can file the permit (permit fee to be directly paid by 1 Water Street L.L.C.).
- We see no need for sidewalk bridges or police but if needed we would pass costs onto 1 Water Street L.L.C.
- ~~Building will be cleared of contents by tenants or others.~~
- Buried debris, historical fill or structures.
- Backfill.

By Nacirema; see 2/25/19 email attached.

Work by Nacirema

- Utilize open shop work force during normal business hours with one (1) mobilization for this phase.
- Demolish the office building down to slab leaving slab, footings, and foundations as well as parking lots, curbs, islands and trees.
- We assume all outer main city sidewalks are to remain.
- All demolition material will be sent offsite for proper disposal and / or recycling.

Pre-Demolition Pricing as per the city of White Plains Checklist:

- Install eight-foot permanent construction fence with privacy screen. **\$11,850 (Net to owner – Additional Pricing)**
 - This is a fence purchase and the amount of \$11,850 is included in the lump sum amount of \$429,200
- Nacirema will perform all sewer and water disconnects. **\$20,000 (Included in Previous Proposal)**
- Asbestos / Environmental abatement as per report from owner. **\$22,000 (Included in Previous Proposal)**
 - This includes the proper handling of LBP and CFC found in the Sky Environmental report.
- Installation only of soil erosion control measures (plan by owner). **\$7,000 (Additional Pricing)**
 - This depends on the building official of White Plains. Even though we are leaving the parking lot in place, the town might want to see a silt fence on the perimeter.

LUMP SUMCOST: \$429,200

***Nacirema will be responsible of submission of demolition plan to city of White Plains.
***Nacirema will be responsible for submission of dust mitigation letter to the city of White Plains.
***In the event that a concrete crushing plant is to be utilized we will also obtain the necessary permits.

ALTERNATE PRICING:

- Demolish asphalt parking lot (assume 4 inches thick), curbs, islands, trees, brush (items within fence line). **\$55,000**
- Demolish and remove slab, footings, and foundations. **\$32,000**
- Remobilization of machinery and equipment. **\$8,250**

Should you have any questions please contact John Cherchio at 201-538-1865.

Sincerely,

John Cherchio – President

Bradley Thompson

From: John Cherchio <john@naciremademolition.com>
Sent: Monday, February 25, 2019 2:42 PM
To: Bradley Thompson; Tricia Jo Wood
Subject: White plains Demo

Good afternoon, after our walkthrough last week there will be no charge for any contents left behind by tenants. Just to be on the same page what is the next step ?

Sent from my iPhone

**NOTIFICATION OF HCS PROGRAM
(ADDENDUM TO OUTSIDE SERVICES AGREEMENT)**

The occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200) requires that outside contractors be advised of any unknown chemical hazards that may be encountered in the course of their work on-site. In addition, the standard requires each contractor bringing chemicals on-site to identify these substances to **1 Water Street L.L.C. and Nacirema Demolition and Recycling, Inc.** to provide appropriate hazard information about these substances, including the placement of labels on the containers storing each substance stating all precautionary measures to be taken while working with these substances, and MSDS's for each substance.

I acknowledge that **1 Water Street L.L.C. and Nacirema Demolition and Recycling, Inc.** have developed a hazard communication program in compliance with the OSHA Hazard Communication Standard.

I have been informed of this program and the labeling system in use, and have been instructed in the location and availability of the written program, including Material Safety Data Sheets (MSDS).

I understand that my company's responsibility to disseminate information about the **1 Water Street L.L.C. and Nacirema Demolition and Recycling, Inc.** written program and other appropriate hazard information to my companies employees who will work on-site.

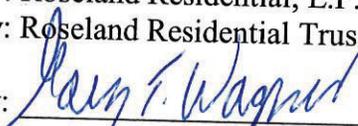
I understand that my company must provide appropriate hazard information for each chemical that my company brings on-site, and that this information must be provided in person to the Maintenance Agent (or other **1 Water Street L.L.C.** employee as designated by the Property Agent).

I understand that the Hazard Communication Standard is intended to help reduce the incidence of chemical source illnesses and injuries for all persons who work on-site, and that cooperation with **1 Water Street L.L.C. and Nacirema Demolition and Recycling, Inc.** in identifying and preventing chemical hazards is the responsibility of all parties who work on-site.

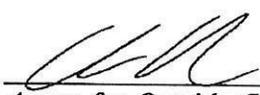
1 Water Street L.L.C.

By: Roseland Residential, L.P., sole member

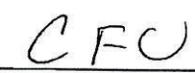
By: Roseland Residential Trust, general partner

By: 
Name: Gary T. Wagner

Title: General Counsel



Agent for Outside Contractor



Title

Date (1st Day Contractor On-Site)

Nacirema Demolition and Recycling, Inc.
Name of Contractor