



Department of
Environmental
Conservation

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

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

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:
 See attached letter. The existing requestor (Abendroth Green LLC) was accepted into the BCP as a Participant in an abundance of caution because the sole member of the requestor (Abendroth Green Owner LLC) included a member (Ivy Equities II, LLC) whose individual members overlapped with the prior owner of certain BCP lots (Port Chester Holdings I, LLC). Ivy Equities II, LLC is now being removed from Abendroth Green Owner LLC, and neither it nor its individual members will have any financial or operational interest in the site on 12/31/25. This Amendment seeks to change the status of the existing requestor from Participant to Volunteer. The agreement between the LLC members removing Ivy Equities II, LLC is attached.

SECTION I: CURRENT AGREEMENT INFORMATION

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

BCP SITE NAME: 29-45 North Main Street		BCP SITE NUMBER: C360236	
NAME OF CURRENT APPLICANT(S): Abendroth Green LLC			
INDEX NUMBER OF AGREEMENT: C360236-06-23		DATE OF ORIGINAL AGREEMENT: 06/26/23	
APPLICANT'S SIGNATORY: Joseph Riggs			

SECTION II: NEW REQUESTOR INFORMATION

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

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

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.

Owner listed below is: <input type="radio"/> Existing Applicant <input type="radio"/> New Applicant <input type="radio"/> Non-Applicant		
OWNER'S NAME:		CONTACT:
ADDRESS:		
CITY/TOWN:		ZIP CODE:
PHONE:	EMAIL:	
OPERATOR:		CONTACT:
ADDRESS:		
CITY/TOWN:		ZIP CODE:
PHONE:	EMAIL:	

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

Complete this section only if adding new requestor(s). Attach additional pages if necessary.

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

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="radio"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input type="radio"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

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

ADDRESS:				
CITY/TOWN:			ZIP CODE:	
CURRENT PROPERTY INFORMATION		TOTAL ACREAGE OF CURRENT SITE:		
PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

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

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

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

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

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/>	OTHER: _____
<p><i>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</i></p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/>	OTHER: _____
<p><i>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</i></p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

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

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

YES NO N/A (land being added has been merged with an existing BCP lot and the applicant is not seeking to add more than an insignificant acreage of property to the BCA)

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC’s website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? 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.	<input type="radio"/>	<input type="radio"/>
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u> Are the parcels being added underutilized as defined below? From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. “Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	<input type="radio"/>	<input type="radio"/>

<p>6. Is the project and affordable housing project as defined below?</p> <p>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 29-45 North Main Street	BCP SITE NUMBER: C360236
NAME OF CURRENT APPLICANT(S): Abendroth Green LLC	
INDEX NUMBER OF AGREEMENT: C360236-06-23	DATE OF ORIGINAL AGREEMENT: 06/26/23

Declaration of Amendment:

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

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

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

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

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____
 Print Name: _____

(Entity)

I hereby affirm that I am _____ (title) of _____ (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

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

Date: _____ Signature: _____
 Print Name: _____

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Abendroth Green LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 11/24/25 Signature: 

Print Name: Joseph Riggs

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 06/26/23

Signature by the Department:

DATED: 4/22/26

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:


 Janet E. Brown, Assistant Director
 Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway, 12th Floor
 - Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.

INSTRUCTIONS FOR COMPLETING AN APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

This form must be used to add or remove a party, reflect a change in property ownership to all or part of the site, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement.

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

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested.

SECTION I: CURRENT AGREEMENT INFORMATION

This section must be completed in its entirety. The information entered here will auto-populate throughout the application and amendment.

Provide the site name, site code and name(s) of current requestor(s) exactly as this information appears on the existing agreement. This should reflect any changes made by previous amendments to the site name or parties on the BCA. Provide the agreement index number and the date of the initial BCA.

SECTION II: NEW REQUESTOR INFORMATION

This section is to be completed only if a new requestor is being added to the BCA, or if the name of the existing requestor has changed with the NYSDOS.

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information.) The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database.

Requestor, Consultant and Attorney Contact Information

Provide the contact name, mailing address, telephone number and e-mail address for each of the following contacts:

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

Requestor's Consultant: Include the name of the consulting firm and the contact person.

Requestor's Attorney: Include the name of the law firm and the contact person.

Required Attachments for Section II:

- 1. NYSDOS Information: A print-out of entity information from the NYSDOS database to document that the applicant is authorized to do business in NYS. The requestor's name must appear throughout the application exactly as it does in the database.*
- 2. LLC Organization: If the requestor is an LLC, provide a list of the names of the members/owners of the LLC.*
- 3. Authority to Bind: Proof must be included that shows that the party signing this application and amendment is authorized to do so on behalf of the requestor. This documentation may be in the form of corporate organizational papers, a Corporate Resolution or Operating Agreement or Resolution.*

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Complete this section only if a transfer of ownership has taken place for all or part of the site property. Attach additional pages for each new owner if applicable.

Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

NOTE: Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this form was not previously submitted, it must be included with this application. See <http://www.dec.ny.gov/chemical/76250.html> for additional information.

Required Attachments for Section III:

- 1. Copy of deed as proof of ownership.*
- 2. Ownership/Nominee Agreement, if applicable.*
- 3. Change of Use form, if not previously submitted to the Department.*

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

For additional information regarding requestor eligibility, please refer to ECL §27-1407.

Provide a response to each question listed. If any question is answered in the affirmative, provide an attachment with detailed relevant information. It is permissible to reference specific sections of existing property reports; however, such information must be summarized in an attachment. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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.

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

Required Attachments for Section IV:

- 1. Detailed information regarding any questions answered in the affirmation, if applicable.*
- 2. Statement describing why the requestor should be considered a volunteer, if applicable.*
- 3. Site access agreement, as described above, if applicable.*

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (including as it has been modified in previous amendments).

Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

Change to address, SBL or metes and bounds description

Provide the new address and tax parcel information.

Total Revised Site Acreage

Provide the new total site acreage after addition or removal of property. If no change to site boundary, this should match the acreage provided above, under Property Information on Existing Agreement.

For all sites seeking to add property to the site, provide all requested information for each additional tax parcel (full or partial). Refer to the list below for additional required attachments.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

Required Attachments for Section V:

1. *For all additions and removal of property:*
 - a. *Site map clearly identifying the existing site boundary and proposed new site boundary*
 - b. *County tax map with the new site boundary clearly identified*
 - c. *USGS 7.5-minute quadrangle map with the site location clearly identified*
 - d. *For additions of property ONLY:*
 - i. *Data summary tables for each affected medium, highlighting exceedances of reasonably anticipated use SCOs*
 - ii. *Site drawings for each affected medium, identifying exceedances of reasonably anticipated use SCOs*
 - iii. *Proof of site access or ownership*
2. *For address changes, lot mergers, subdivisions and any other change to the property description:*
 - a. *County tax map with the site boundary and all SBL information clearly identified*
 - b. *USGS 7.5-minute quadrangle map with the site location clearly identified*
 - c. *Approved application for lot merger or apportionment, or the equivalent thereof, as proof from the municipality of the SBL change(s)*

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

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits.

Provide responses to each question. If any question is answered in the affirmative, provide required documentation as applicable.

Required Attachments for NYC Site Supplement:

- 1. For sites located all or partially in an En-zone: provide a map with the site boundary clearly identified and the En-zone overlay showing that all or a portion of the site is located within an En-zone. This map must also indicate the census tract number in which the site is located. See [DEC's website](#) for additional information.*
- 2. For sites requesting an upside down or underutilized determination, an affidavit from the applicant and any documentation in support of this determination must be included. Note that an eligibility determination for the underutilized category can only be made at the time of initial application, so that determination can only apply to new parcels being considered for addition to the BCA.*
- 3. For affordable housing projects: provide the affordable housing regulatory agreement and any additional relevant information.*
- 4. For renewable energy site projects: for (a) planned renewable energy facilities generating/storing less than twenty-five (25) megawatts, provide a local land use approval; or, for (b) planned renewable energy facilities generating/storing twenty-five (25) megawatts or greater, provide the permit issued by the NYS Office of Renewable Energy Siting.*
- 5. For sites located within a disadvantaged community and a conforming Brownfield Opportunity Area: provide a map with the site boundary clearly identified and the disadvantaged community overlay showing that the site is located within a disadvantaged community.*

PART II: BROWNFIELD CLEANUP PROGRAM AMENDMENT

The information in the “EXISTING AGREEMENT INFORMATION” section should auto-populate with the information provided on page 2.

If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 8 and the required information and signature on page 9.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 9.

SIVE | PAGET | RIESEL

Adam Stolorow
Direct Dial: 646.378.7256
astolorow@sprlaw.com

November 26, 2025

By Email

Kelly Lewandowski
Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7015

Re: BCA Amendment Application for Volunteer Status
29-45 Main Street, BCP Site C360236

Dear Ms. Lewandowski:

Abendroth Green LLC (the “Applicant”) respectfully requests an amendment to the existing Brownfield Cleanup Agreement (BCA) to reflect that it qualifies as a volunteer under the Environmental Conservation Law (ECL) § 27-1405(1) and implementing regulations at 6 NYCRR § 375-3.2. The Applicant did not own the Brownfield Cleanup Program (BCP) site at the time of discharge of contaminants and under the ECL and Part 375 cannot be classified as a participant.

The Applicant applied to the BCP as a participant out of an abundance of caution and to ensure efficiency in the application process, because individual members of Ivy Equities II, LLC (which had a de minimis interest in the Applicant’s sole member, Abendroth Green Owner LLC) were also members of LLC entities who had previously held ownership interests in several of the lots making up the BCP site between 2018 and 2022. Of critical importance, none of the individual members of Ivy Equities II, LLC had any ownership of the site parcels during the period of dry cleaner operations (circa 1992-2014).

Going forward, there is no relationship between Abendroth Green LLC and any prior owners of the property. Ivy Equities II, LLC failed to fully vest its de minimis ownership interest in Abendroth Green Owner LLC and no longer has any interest, direct or indirect, in the Applicant. Abendroth Green LLC has at all times exercised appropriate care with respect to contamination found at the facility through its participation in the BCP.

Basis for Volunteer Classification

Under ECL § 27-1405(1) and its implementing regulations, a "participant" is an applicant who either:

1. Owned the site at the time of the disposal or discharge of contaminants; or
2. Is otherwise responsible for contamination under statutory or common law, except where liability arises solely from post-disposal ownership.

A “volunteer” is defined as any applicant not meeting the above criteria, whose liability arises only from site ownership after contamination occurred, provided they exercise appropriate care regarding contamination.

Abendroth Green LLC clearly meets the definition of a volunteer:

- The Applicant did not own the site at the time of any contaminant discharge.
- The Applicant’s ownership began in 2022, well after the suspected source of VOC contamination (a dry cleaner on Lot 16) ceased operations in the early 2000s (at the latest 2014 – see below).
- None of the Applicant’s previously-affiliated entities had any ownership interest in Lot 16, or in any site lots, prior to 2018.
- As of 2025, Ivy Equities II, LLC—which previously held a 3.47% indirect interest in the Applicant’s sole member—no longer has any interest in the Applicant or its sole member.

History of Site Ownership and Operation

The merged tax lot now constituting the BCP site, Section 142.31, Block 1, Lot 51 (formerly Lots 7, 11–17) was acquired by Abendroth Green LLC in 2022. The following is a summary of relevant facts:

- Beginning in 1992, Lot 16 operated as a dry cleaner. Available records list various dates by which the dry cleaner use was discontinued, all prior to 2017:
 - According to the EDR city directory listings, the dry cleaner “Commuter Cleaners” operated from 1992-1995.
 - According to a Phase I report prepared by ACT, the dry cleaner generated hazardous wastes in 2002, 2003, 2004, and 2005. The city directory attached to the same report had entries indicating the property was occupied by Commuter Cleaners from 1990 to “2001-02.”

Lot (Address)	Owner	Ownership Period	Owner	Ownership Period	Owner	Ownership Period	Owner	Ownership Period
Lot 7 (45 N. Main)	Abendroth Green LLC	2022-present	Human Dev. Services of Westchester, Inc.	1996-2022	Ferres	1985-1996	Marasia Printing Corp.	1975-1985
Lot 11 (43 N. Main)	Abendroth Green LLC	2022-present	Port Chester Holdings I, LLC*	Nov. 1, 2022	PC 43 Main Property, LLC*	2020-2022	43 North Main St LLC	2012-2020
Lot 12 (41 N. Main)	Abendroth Green LLC	2022-present	Port Chester Holdings I, LLC*	Nov. 1, 2022	PC 33 Main Property, LLC*	2020-2022	41 North Main St LLC	2000-2020
Lot 13 (no address)	Abendroth Green LLC	2022-present	Port Chester Holdings I, LLC*	Nov. 1, 2022	PC 29-39 Main Property LLC*	2018-2022	RDC Realty Inc.	1982-2018
Lot 14 (37-39 N. Main)	Abendroth Green LLC	2022-present	Port Chester Holdings I, LLC*	Nov. 1, 2022	PC 29-39 Main Property LLC*	2018-2022	RDC Realty Inc.	1977-2018
Lot 15 (33-35 N. Main)	Abendroth Green LLC	2022-present	Port Chester Holdings I, LLC*	Nov. 1, 2022	PC 33 Main Property, LLC*	2020-2022	33-35 North Main St LLC	2000-2020
Lot 16 (29 N. Main)	Abendroth Green LLC	2022-present	Port Chester Holdings I, LLC*	Nov. 1, 2022	PC 29-39 Main Property LLC*	2018-2022	RDC Realty Inc.	1977-2018
Lot 17 (27 N. Main)	Abendroth Green LLC	2022-present	Port Chester Holdings I, LLC*	Nov. 1, 2022	PC 27 Main Property, LLC*	2019-2022	Embassy Holdings LLC	1998-2019

- The EDR Hist Cleaner Database indicates that the site was listed as a cleaners until 2014.
- The EDR Report notes that an inspection was conducted in 2017 (associated with an air permit). The inspection noted that the cleaners was shut down, with the air permit registration date being 9/24/2003.
- By 2019–2020, site operations included a restaurant, hardware store, and other retail—not a dry cleaner.
- Entities with any ownership interest prior to 2022 are no longer affiliated with the Applicant.

At the time of the BCP application in 2023, the Applicant owned the entire site (Lots 11-16 inclusive), as well as neighboring Lots 7 and 17 which were eventually added to the BCA when all of the lots were merged into a single tax lot in 2025.

* Entities with overlapping individual members with Ivy Equities II, LLC

As shown on the attached organizational chart from 2023 that accompanied the BCP application, the Applicant is a sole member LLC. The Applicant's sole member is Abendroth Green Owner LLC. Neither the Applicant nor its sole member had any connection with the BCP site prior to the Applicant's purchase of the site in 2022.

Going up a level in the organizational chart, Ivy Equities II, LLC had a 3.47% membership interest in Abendroth Green Owner LLC at the time of the BCP application. Although Ivy Equities II, LLC never had any direct interest in any of the lots that make up the BCP site, one or more of the individual members of Ivy Equities II, LLC (Russell F. Warren, Jr., Anthony P. DiTommaso, Jr., or Raymond Nafash) also had a short term interest either in:

- 1) Port Chester Holdings I, LLC (which held title to Lots 11-17 only momentarily during closing on November 1, 2022); or
- 2) one of the four LLCs that owned Lots 11-17 between 2018 and 2022. Details are provided in the table above.

By the time the Ivy Equities-related entities took ownership of Lots 11-17 at various times in 2018-2020, any discharge of contaminants had ceased. As shown in the attached operator charts that were included in the BCP application, by 2018 the businesses that were operating at the site included a restaurant, a hardware store, an ice cream shop, a tea shop, and a laundromat (not a dry cleaner).

Historically, Lot 16 was utilized for dry cleaning, beginning in 1992 and likely ending in the early 2000s or by 2014 at the latest (the EDR Hist Cleaner database shows the operation from 1992 through 2014).

Abendroth Green LLC Qualifies as a Volunteer

Abendroth Green LLC applied to the BCP as a participant out of an abundance of caution because there were individual members of Ivy Equities II, LLC who had ownership interests in several of the lots making up the BCP site between 2018 and 2022. Going forward, there is no relationship between Abendroth Green LLC and any prior owners of the property. Ivy Equities II, LLC no longer has any interest, direct or indirect, in the Applicant.

Abendroth Green LLC qualifies as a "volunteer" and cannot be a "participant" within the definition provided in the BCP statute and regulations. It was not the owner of the site at the time of the disposal or discharge of contaminants, and its liability, if any, relates solely to its ownership of the site subsequent to the disposal or discharge of contaminants.

As provided in ECL 27-1405(1) and 6 NYCRR 375-3.2(c):

- (1) Participant means an applicant who either:

(i) was the owner of the site at the time of the disposal or discharge of contaminants;

(ii) is otherwise a person responsible according to applicable principles of statutory or common law liability, unless such person's liability arises solely as a result of such person's ownership or operation of or involvement with the site subsequent to the disposal or discharge of contaminants.

(2) Volunteer means an applicant other than a participant, including without limitation a person whose liability arises solely as a result of such person's ownership or operation of or involvement with the site subsequent to the disposal or discharge of contaminants; provided, however, such person exercises appropriate care with respect to contamination found at the facility by taking reasonable steps to:

(i) stop any continuing release;

(ii) prevent any threatened future release; and

(iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination.

Since acquiring the site, Abendroth Green LLC has:

- Conducted a remedial investigation through the BCP;
- Taken steps to prevent further contaminant migration; and
- Committed to site cleanup and redevelopment in accordance with program standards, including measures that will prevent offsite migration of contaminants in groundwater.

These actions meet the criteria for exercising "appropriate care" under 6 NYCRR § 375-3.2(c)(2)(i)–(iii).

Conclusion

Abendroth Green LLC respectfully submits that it qualifies as a volunteer under the BCP statute and regulations. It did not own the site at the time of contaminant discharge, has no liability beyond post-disposal ownership, and has taken appropriate steps to address contamination. Accordingly, the BCA should be amended to reflect its proper classification as a volunteer.

29-45 Main Street, C360236

November 26, 2025

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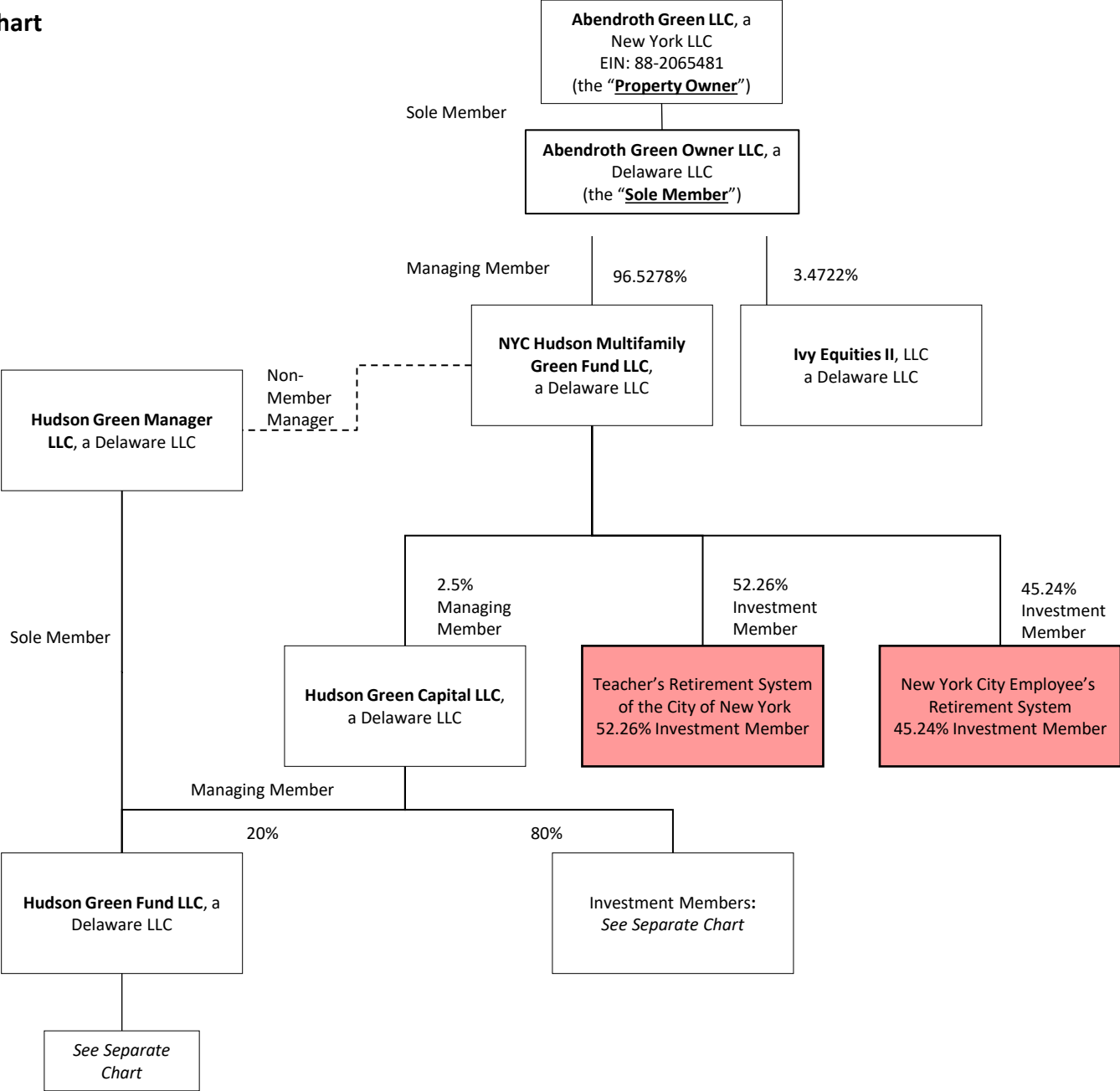
Sincerely,

A handwritten signature in black ink, appearing to read "A. Stolorow", with a long horizontal flourish extending to the right.

Adam Stolorow

Encl.

**Port Chester
Proposed Owner Organizational Chart
at Time of BCP Application**



ASSIGNMENT AND ASSUMPTION OF PERCENTAGE INTERESTS AND FIRST
AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT

This Assignment and Assumption of Percentage Interests and First Amendment to Limited Liability Company Agreement (this “Agreement”), dated as of December 31, 2025 (the “Effective Date”), is made by and among Ivy Equities II, LLC (“Assignor”) and NYC Hudson Multifamily Green Fund LLC (“Assignee”).

WHEREAS, per the terms of the Limited Liability Company Agreement of Abendroth Green Owner LLC (the “Company”), dated October 28, 2022 (the “LLC Agreement”), Assignor and Assignee are all the members of the Company;

WHEREAS, Assignor is the owner of a 2.76%¹ Percentage Interests (Company Interest) in the Company (the “Assigned Interest”); and

WHEREAS, Assignor desires to assign to Assignee all of its Assigned Interest to Assignee on the terms and conditions set forth herein and Assignee wishes to assume the Assigned Interest from Assignor on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals; Definitions. The recitals and whereas clauses set forth above are hereby incorporated into this Agreement by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to those terms under the LLC Agreement.

2. Assignment of Assigned Interests. As of the Effective Date, Assignor will automatically be deemed to have assigned, conveyed and transferred to Assignee the Assigned Interest.

3. Assumption of Assigned Interests. As of the Effective Date, Assignee will automatically be deemed to have assumed the Assigned Interest.

4. Amendment to LLC Agreement. As of the Effective Date, the LLC Agreement will automatically be deemed amended as follows: Assignee shall be the sole Member of the Company owing 100% of the Percentage Interests (Company Interest) and Assignor shall no longer be a member, manager, officer or employee, as applicable, of the Company. In addition, the terms and conditions of this Agreement shall be and deemed to be an amendment to the LLC Agreement to the extent the terms and conditions of this Agreement amend, modify or supplement the terms and conditions of the LLC Agreement. If there are any inconsistencies between the terms and conditions of this Agreement and

¹ Note that the LLC Agreement reflects that Assignor had a 9.7158% Percentage Interest (Company Interest). Such Percentage Interest has been diluted, from time to time, pursuant to the LLC Agreement such that as of the Effective Date, Assignor has a 2.76% Percentage Interests (Company Interest) in the Company.

those of the LLC Agreement, the terms and conditions of this Agreement shall govern and prevail in each instance.

5. Entire Agreement; Amendment. This Agreement contains the entire understanding of Assignee and Assignor, and there are no representations, understandings, or agreements, oral or otherwise, except as stated herein. This Agreement may not be amended except in writing by the parties.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

7. Binding Agreement. This Agreement shall bind Assignor and Assignee, and shall inure to the benefit of Assignor and Assignee, as well as to their respective successors and permitted assigns.

8. Captions. Section captions are inserted herein only as a matter of convenience and in no way define, limit or describe the scope or intent of any such section.

9. Counterparts/Facsimile Execution. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall be considered one and the same agreement. Executed electronic copies of this Agreement shall be treated as originals for all purposes.

10. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Agreement.

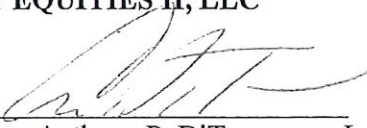
11. Rule of Construction. The parties acknowledge that each party and counsel of its choice have reviewed and revised this Agreement (or that each party has had an opportunity to present this Agreement to its counsel for review and revision), that it is satisfactory to them, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto, if any.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first written above.


ASSIGNOR:

IVY EQUITIES II, LLC

By: 
Name: Anthony P. DiTommaso, Jr.
Title: Authorized Signatory

ASSIGNEE:

**NYC HUDSON MULTIFAMILY
GREEN FUND LLC**

By: 
Name: Joseph Kohl Riggs
Title: Authorized Signatory

**Port Chester
Owner Organizational Chart
as of Dec. 31. 2025**

