



**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 checked="" 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 type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment: 2SM Owner LLC, a foreign limited liability company doing business in New York, is the prospective purchaser of the BCP Site. Please see Exhibit A - NYS DOS Entity Information. 2SM Owner LLC is being added to the BCA at this time as a non-remedial party, prospective purchaser. Please see Exhibit B - Site Access Agreement, Exhibit C - Volunteer Statement and Exhibit D - Written Consents. Current Volunteer and owner of the BCP site, 2SM Development, LLC is the sole member of 2SM owner LLC. Pursuant to a second BCA Amendment Application, submitted to the DEC after closing, 2SM Owner LLC will become the remedial party subject to the BCA.

**SECTION I: CURRENT AGREEMENT INFORMATION***This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: South Main Petroleum Site Assemblage	BCP SITE NUMBER: C360237
NAME OF CURRENT APPLICANT(S): 2SM Development, LLC	
INDEX NUMBER OF AGREEMENT: C360237-12-23	DATE OF ORIGINAL AGREEMENT: 02/28/24
APPLICANT'S SIGNATORY: Robert Vecsler	

**SECTION II: NEW REQUESTOR INFORMATION***Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME: 2SM Owner LLC			
ADDRESS: 9 West 57th Street, 46th Floor			
CITY/TOWN: New York, New York			ZIP CODE: 10019
PHONE: (918) 880-5100	EMAIL: rvecsler@hypdev.com		
REQUESTOR CONTACT: Robert Vecsler			
ADDRESS: 9 West 57th Street, 46th Floor			
CITY/TOWN: New York, New York			ZIP CODE: 10019
PHONE: (918) 880-5100	EMAIL: rvecsler@hypdev.com		
REQUESTOR'S CONSULTANT: Langan Engineering		CONTACT: Ryan Manderbach and Paul McMahon	
ADDRESS: 21 Penn Plaza, 360 31st Street, 8th Floor			
CITY/TOWN: New York, New York			ZIP CODE: 10001
PHONE: (212) 479-5400	EMAIL: pmcmahon@langan.com; rmanderbach@langan.com		
REQUESTOR'S ATTORNEY: Knauf Shaw LLP		CONTACT: Linda R. Shaw, Esq.	
ADDRESS: 2600 Innovation Square, 100 S. Clinton Avenue			
CITY/TOWN: Rochester, New York			ZIP CODE: 14604
PHONE: (585) 546-8430	EMAIL: lshaw@nyenvlaw.com		
			<b>Y</b>
			<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<input checked="" 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 checked="" 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 checked="" type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Current Volunteer, 2SM Development, LLC is the sole member/owner of 2SM Owner LLC			<input checked="" type="radio"/>

**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: ☐ Existing Applicant ☐ New Applicant ☐ 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 checked="" 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 checked="" 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 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 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 checked="" 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 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 or contaminants?	<input type="radio"/>	<input checked="" 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 checked="" 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 checked="" 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 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 NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="radio"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="radio"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. <b>If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.</b>		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input checked="" type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>

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

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

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

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

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

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

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

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

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

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

Y  
☐

N  
☐

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

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

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

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

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

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

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

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

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

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

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

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

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



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

BCP SITE NAME: South Main Petroleum Site Assemblage

BCP SITE NUMBER: C360237

NAME OF CURRENT APPLICANT(S): 2SM Development, LLC

INDEX NUMBER OF AGREEMENT: C360237-12-23

DATE OF ORIGINAL AGREEMENT: 02/28/24

**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 Authorized Signatory (title) of 2SM Owner LLC (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.

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

Date: 10/30/25 Signature:  Robert Vecsler (Oct 30, 2025 14:31:45 EDT)Print Name: Robert Vecsler

**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 2SM Development, 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. Robert Vecsler's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 10/30/25 Signature:  Robert Vecsler (Oct 30, 2025 14:31:45 EDT)Print Name: Robert Vecsler**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

**PARTICIPANT**

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

**VOLUNTEER**

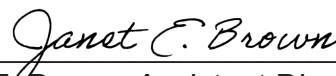
A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 02/28/24

Signature by the Department:

DATED: 12/5/2025NEW 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, 12<sup>th</sup> Floor
  - Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.






# bcaamndapp\_Signature\_South Main Petroleum Assemblage

Final Audit Report

2025-10-30

Created:	2025-10-30
By:	Rebecca Stevens (rstevens@nyenvlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACkdtxiOK14ruvQ_fSkuM-5jWeIF7TLiK

## "bcaamndapp\_Signature\_South Main Petroleum Assemblage" History

-  Document created by Rebecca Stevens (rstevens@nyenvlaw.com)  
2025-10-30 - 2:35:19 PM GMT
-  Document emailed to Robert Vecsler (rvecsler@hypdev.com) for signature  
2025-10-30 - 2:35:23 PM GMT
-  Email viewed by Robert Vecsler (rvecsler@hypdev.com)  
2025-10-30 - 6:29:45 PM GMT
-  Document e-signed by Robert Vecsler (rvecsler@hypdev.com)  
Signature Date: 2025-10-30 - 6:31:45 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-30 - 6:31:45 PM GMT

# **EXHIBIT A**



# Department of State

## Division of Corporations

### Entity Information

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

#### Entity Details



**ENTITY NAME:** 2SM OWNER LLC

**DOS ID:** 7740113

**FOREIGN LEGAL NAME:** 2SM OWNER LLC

**FICTITIOUS NAME:**

**ENTITY TYPE:** FOREIGN LIMITED LIABILITY COMPANY

**DURATION DATE/LATEST DATE OF DISSOLUTION:**

**SECTION OF LAW:** LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

**ENTITY STATUS:** ACTIVE

**DATE OF INITIAL DOS FILING:** 10/22/2025

**REASON FOR STATUS:**

**EFFECTIVE DATE INITIAL FILING:** 10/22/2025

**INACTIVE DATE:**

**FOREIGN FORMATION DATE:** 10/17/2025

**STATEMENT STATUS:** CURRENT

**COUNTY:** WESTCHESTER

**NEXT STATEMENT DUE DATE:** 10/31/2027

**JURISDICTION:** DELAWARE, UNITED STATES

**NFP CATEGORY:**

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

Service of Process on the Secretary of State as Agent

**The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:**

**Name:** C/O C T CORPORATION SYSTEM

**Address:** 28 LIBERTY STREET, NEW YORK, NY, UNITED STATES, 10005

**Electronic Service of Process on the Secretary of State as agent: Not Permitted**

Chief Executive Officer's Name and Address

**Name:**

**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address



**Name:** C T CORPORATION SYSTEM

**Address:** 28 LIBERTY STREET, NEW YORK, NY, 10005

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

**Is The Entity A Farm Corporation:** NO

Stock Information

Share Value

Number Of Shares

Value Per Share

[Agencies](#)[App Directory](#)[Counties](#)[Events](#)[Programs](#)[Services](#)

# **EXHIBIT B**

**2SM Owner LLC**  
9 West 57<sup>th</sup> Street, 46<sup>th</sup> Floor  
New York, New York 10019

2SM Development, LLC  
9 West 57<sup>th</sup> Street, 46<sup>th</sup> Floor  
New York, New York 10019

**Re: Site Access to Perform Brownfield Cleanup Program Work  
2 South Main Street, Port Chester, New York 10573  
South Main Petroleum Site Assemblage  
C360237**

To Whom it May Concern:

2SM Development, LLC is a Volunteer in Brownfield Cleanup Program (“BCP”) pursuant to a Brownfield Cleanup Agreement (“BCA”) and any amendments thereof, with the New York State Department of Environmental Conservation to voluntarily investigate and remediate 2 South Main Street, Port Chester, New York 10573 (142.30-2-71). The BCP site is known as South Main Petroleum Site Assemblage, Site No.: C360237 (the “BCP Site”). 2SM Owner LLC is being added to the BCA as a Volunteer, via an amendment. As you are aware, 2SM Development, LLC is the current owner of the BCP Site. 2SM Owner LLC need your written permission below, as a representative of the current owner, to access the BCP Site for the purpose of performing environmental investigation and remediation work to be added to the BCA.

If you agree to sign below, 2SM Development, LLC is granting 2SM Owner LLC what is known as a “temporary license” to allow an appropriate contractor hired to enter the BCP Site to perform investigation and remediation work. 2SM Owner LLC promises to provide 2SM Development, LLC with copies of any information generated about the BCP Site, and if the property is accidentally damaged in any way, 2SM Owner LLC agrees to repair the damage to restore the property to the way it was before entered. The contractor will also maintain insurance that would cover any accidents on the job. 2SM Owner LLC promises to minimize any and all inconvenience in connection with this work and will give one week notice before the work begins.

In addition, in the unlikely circumstance that 2SM Development, LLC still owns the BCP Site when the remediation is complete and the Certificate of Completion is about to be obtained, and a Track 1 remediation level is not achieved, 2SM Development, LLC hereby also agrees to impose an environmental easement on the BCP Site, if required by the New York State Department of Environmental Conservation.

Thank you for your cooperation.

Sincerely,



Robert Vecsler (Oct 30, 2025 14:35:42 EDT)

Robert Vecsler, Authorized Signatory  
2SM Owner LLC

As a member of the site owner, I am authorized to grant this temporary license and agree to allow 2SM Owner LLC and their agents to enter the BCP Site to perform the BCP Investigation and/or remediation work required.



Robert Vecsler (Oct 30, 2025 14:35:42 EDT)

Robert Vecsler, Authorized Signatory  
2SM Development, LLC






# Ex. B - Site Access Agreement\_Signature\_South Main Petroleum Assemblage

Final Audit Report

2025-10-30

Created:	2025-10-30
By:	Rebecca Stevens (rstevens@nyenvlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI_pHKLchcjRhTESw-EuTCHOsVD3nm2ww

## "Ex. B - Site Access Agreement\_Signature\_South Main Petroleum Assemblage" History

-  Document created by Rebecca Stevens (rstevens@nyenvlaw.com)  
2025-10-30 - 2:40:07 PM GMT
-  Document emailed to Robert Vecsler (rvecsler@hypdev.com) for signature  
2025-10-30 - 2:40:11 PM GMT
-  Email viewed by Robert Vecsler (rvecsler@hypdev.com)  
2025-10-30 - 6:32:50 PM GMT
-  Document e-signed by Robert Vecsler (rvecsler@hypdev.com)  
Signature Date: 2025-10-30 - 6:35:42 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-30 - 6:35:42 PM GMT

# **EXHIBIT C**



## **VOLUNTEER STATEMENT**

The Requestor 2SM Owner LLC certifies it is a Volunteer, since it does not have nor has ever had a relationship with any of the past owners or operators that caused the contamination of the Brownfield Cleanup Program ("BCP") South Main Petroleum Assemblage, BCP Site No. C360237 with an address of 2 South Main Street, Port Chester, New York 10573 ("BCP Site"). Current Volunteer and BCP Site owner, 2SM Development, LLC is the sole member/owner of 2SM Owner LLC. 2SM Owner LLC and its sole member/owner did not have any involvement with the BCP Site at the time of disposal. 2SM Owner LLC is the prospective purchaser of the BCP Site. 2SM Owner LLC will perform all required environmental due diligence prior to becoming the title owner of the Site and will implement due care of the BCP Site during any BCP Site access activities once they become the title owner.

# **EXHIBIT D**

**CONSENT**

The undersigned HYP PC, LLC, a Delaware limited liability Company ("**HYP**") and WP HYP PC LLC, a Delaware limited liability company ("**WP**"; HYP and WP individually referred to herein as a "**Member**" and collectively as the "**Members**"), being all of the members of HYPW PC, LLC, a Delaware limited liability company (the "**JV**"), which JV is the sole managing member of HYPW PC Partners, LLC, a Delaware limited liability company ("**Partners**"), which is the sole managing member of 2SM Development, LLC, a Delaware limited liability company authorized to do business in New York (the "**Company**"), each hereby consents to the adoption of the following resolutions as of November \_\_\_\_, 2022:

WHEREAS, the Company is the owner of that certain real property located at 2-8 South Main Street, Port Chester, New York (the "**2-8 SMS Real Property**"); and

WHEREAS, the Company is the owner of that certain real property located at 10 South Main Street, Port Chester, New York (the "**10 SMS Real Property**"); and

WHEREAS, the Company is the owner of that certain real property located at 7 East Broadway, Port Chester, New York (the "**7 EB Real Property**"); and

WHEREAS, the Company has entered into one or more purchase and sale agreements for the purchase of the real property located at the following addresses: 14 South Main Street, Port Chester, New York (the "**14 SMS Real Property**"), 16 South Main Street, Port Chester, New York (the "**16 SMS Real Property**"), 15 East Broadway, Port Chester, New York (the "**15 EB Real Property**") and 106 Westchester Avenue, Port Chester New York (the "**106 WA Property**" and, together with the 2-8 SMS Real Property, the 10 SMS Real Property, the 7 EB Real Property, the 14 SMS Real Property, the 16 SMS Real Property, the 15 EB Real Property, are collectively referred to herein as the "**Real Property**"); and

WHEREAS, the Company, which is qualified to conduct business in New York, desires to have the Real Property admitted into the New York State Department of Environmental Conservation Brownfield Cleanup Program (the "**BCP**");

NOW THEREFORE, it is resolved that:


1. Each Member on behalf of itself, and in such Member's capacity as a member of the JV, on behalf of itself and in the JV's capacity as the sole managing member of Partners, on behalf of itself and in Partners' capacity as the sole managing member of the Company, hereby unanimously agree that that the Company is hereby authorized and directed to take all such action and to execute and deliver all such documents, instruments and agreements and to pay all such fees and expenses as shall be necessary, proper or advisable in order to submit the Real Property to the BCP and that Robert Vecsler, in his capacity as the President of the Company (the "**President**") is hereby authorized and directed to take all such action and to execute and deliver all such documents, instruments and agreements and to pay all such fees and expenses as shall be necessary, proper or advisable in order to admit the Real Property into the BCP.

2. This Consent may be executed in counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned have caused this Consent to be duly executed and delivered as of the date first set forth above.


**HYP PC, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Robert Vecsler  
Title: Manager

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO CONSENT]

**WP HYP PC LLC**

By:   
Name: David S. Winter  
Title: Principal



## CONSENT

The undersigned HYP PC, LLC, a Delaware limited liability company (“HYP”) and WP HYP PC LLC, a Delaware limited liability company (“WP”) (HYP and WP individually referred to as “Member” and collectively “Members”), being all of the members of HYPW PC, LLC, a Delaware limited liability company (the “JV”), which is the sole managing member of HYPW PC Partners, LLC, a Delaware limited liability company (“Partners”), which is the sole managing member of 2SM Development, LLC, a Delaware limited liability company authorized to do business in New York, which is the sole member/owner of 2SM Owner LLC, a Delaware limited liability company authorized to do business in New York (the “Company”), each hereby consent to the adaptation of the following resolution as of November 5, 2025:

WHEREAS, 2SM Development, LLC is the current owner of certain real property located at 2 South Main Street, Port Chester, New York 10573 (140.30-2-71) (the “Real Property”); and

WHEREAS, the Company is the prospective purchaser of the Real Property; and

WHEREAS, the Real Property is subject to a Brownfield Cleanup Agreement (“BCA”), effective February 28, 2024, between 2SM Development, LLC and the New York State Department of Environmental Conservation (“NYS DEC”), pursuant to the Brownfield Cleanup Program (“BCP”). The Real Property is known by BCP Site Name: South Main Petroleum Site Assemblage, and BCP Site Number: C360237 (the “BCP Site”); and

WHEREAS, the Company, which is qualified to conduct business in New York, desires to be added to the BCA as a Volunteer/prospective owner via an amendment application to be submitted and executed by the NYS DEC; and

NOW THEREFORE, it is resolved that:

1. Each Member of behalf of itself, and in such Member’s capacity as a member of the JV, on behalf of itself and in the JV’s capacity as the sole managing member of Partners, on behalf of itself and in Partners’ capacity as the sole managing member of 2SM Development, LLC, on behalf of itself and in 2SM Development, LLC’s capacity as sole member/owner of the Company, hereby unanimously agree that the Company is hereby authorized and directed to take all such action and to execute and deliver all such documents, instruments and agreements and to pay all such fees and expenses as shall be necessary, proper or advisable in order to become a party to the BCA and that Robert Vecsler, in his capacity as the President of 2SM Development, LLC (the “President”) is hereby authorized and directed to take all such action and to execute and deliver all such documents, instruments and agreements and to pay all such deed and expenses as shall be necessary, proper or advisable in order to add the Company as a party to the BCA.

2. This Consent may be executed in counterpart, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed original, but all of which when taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have caused this Consent to be duly executed and delivered as of the date first set forth above.

**HYP PC, LLC**

By:   
Robert Vecsler (Oct 30, 2025 14:36:57 EDT)


Name: Robert Vecsler

Title: President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO CONSENT]

**WP HYP PC LLC**

By:   
Name: David S. Winter  
Title: Principal