

TECHNICAL MEMORANDUM

TO: Brian Weeks, NYSDEC, Deborah Gorman, Esq., NYSDEC

CC: Joe Mannino, White Plains Hospital Medical Center, Linda Shaw, Esq., Knauf Shaw

PREPARED BY: Anthony Casale

REVIEWED BY: Todd Cooper, Michael van der Heijden, LSRP

DATE: December 11, 2025

RE: Remedial Activities at 34 East Post Road property; September-November 2025
NYSDEC Spill No. 16-08934

This memorandum presents a summary of activities conducted on behalf of White Plains Hospital by Woodard & Curran Engineering and Geological Services, P.A.P.C. (Woodard & Curran) and LC Post Road Garage LLC, the remediation contractor, at 34 East Post Road, White Plains, New York (the "Site"). The remediation work is being conducted in accordance with the Amended Order on Consent between the NYSDEC and White Plains Hospital Medical Center dated September 8, 2022, and the NYSDEC-approved Revised Remedial Action Work Plan for Spill No. 16-08934. A copy of the Amended Order on Consent is presented in **Attachment A**. The remediation boundary is on the Site Map presented in **Attachment B**. Photographs of the remediation are provided in **Attachment C**.

1.0 Required Remedial Activities

LC Post Road Garage LLC, as a remedial contractor, was retained by 34 EPR, LLC to perform as much Site preparation work as possible to prepare the Site for the subsurface spill remediation work pursuant to the January 2025 Woodard & Curran Revised Remedial Action Work Plan approved by DEC on February 25, 2025 via email up to the \$1,250,000 that was set aside in a bankruptcy escrow account. By way of background, in September 2022, White Plains Hospital Medical Center ("White Plains Hospital") and affiliated entity 34 EPR LLC, for the sole purpose of eventually constructing a new garage facility on this property and adjacent properties, assumed former Site owner Marianina Oil Corporation's environmental liability in a Bankruptcy Court Order and in an Amended Consent Order with NYSDEC in which it agreed to purchase the 34 East Post Road parcel and use the proceeds from the \$1,250,000 purchase price in accordance with the Bankruptcy Court Order to facilitate the cleanup on and off the 34 East Post Road parcel within the footprint of a map attached as Exhibit B in the Amended Consent Order and as attached hereto in **Attachment A**.

The Amended Consent Order further stated that if conditions on site show that contamination emanating from this spill goes beyond the area identified on Exhibit B of the Amended Consent Order, the off-site migration will also have to be remediated as part of the Amended Consent Order with the goal of achieving the petroleum cleanup levels in the CP-51 Guidance document in all end point samples both on- and off-site within the Spill Remediation Boundary area shown on the map attached thereto and hereto in **Attachment B**. The Amended Order further stated that if the \$1,250,000 escrow account is exhausted before

the full Workplan can be completed, then White Plains Hospital, 34 EPR LLC, or another entity may enter into an order or apply to the New York State Brownfield Cleanup Program as appropriate to finish the remaining remediation work. This includes any off-site remediation work required therein and Paragraph I.2. of the 2021 original Marianina Consent Order was removed and replaced with the following:

- White Plains Hospital, 34 EPR LLC, or another entity may enter into an order or apply to the New York State Brownfield Cleanup Program as appropriate to finish the remaining work, including any off-site work required therein, utilizing the approved Workplan attached hereto in Exhibit B that is subject to the Order, to ensure the required work is completed. Post remediation groundwater monitoring will be subject to final department approval. If additional remediation is required beyond Spill Remediation Boundary shown on the map in Exhibit B that is not related to this spill on the White Plains Housing Authority property or elsewhere, subject to access approval from any off-site property owner(s) at the time, then those areas would be eligible to apply to the Brownfield Cleanup Program.

In addition, Paragraph I.4. of the 2021 original Marianina Consent Order was removed and replaced with the following:

- This Order shall not terminate until the work for the cleanup has been completed, or the Department enters into a subsequent order or Brownfield Cleanup Agreement with White Plains Hospital, 34 EPR LLC or a new entity to complete any remaining work, including any off-site work.

White Plains Hospital and 34 EPR LLC retained Woodard & Curran to further delineate the on- and off-site contamination, which led to the development of the Revised Remedial Action Work Plan approved by the NYSDEC in February 2025. LC Post Road Garage LLC was retained by 34 EPR, LLC to conduct the remediation. When the original budget was created, Support of Excavation (SOE) work to avoid subsidence of the utilities in Brookfield Street and of adjacent property to the east, west and south of the Site was not originally contemplated and was not included in the budget, which was a large cost item. As such, LC Post Road Garage LLC was tasked with completing as much of the site preparation work as possible within the \$1,250,000 budget. The site preparation work that has been accomplished for the \$1,250,000 budget as further described in this Memo included the removal of the above ground remaining gas station canopy structure, site grubbing and tree and berm removal due to a significant grade change between this parcel and the WPHA Excess Parcel, and driving piles for the SOE to enable the extensive upcoming subsurface remedial excavation to occur and the draining and disposal of 990-gallons of residual petroleum liquid out of the newly discovered unknown UST. Woodard & Curran's understands that 34 EPR, LLC, along with additional volunteers East Post Road LLC, LC Post Road Garage LLC, and LC Post Road Garage Holdings LLC will be applying to the New York State Brownfield Cleanup Program (BCP) shortly to finish the remaining remediation work, including any off-site work required, pursuant to the approved Revised Remedial Action Work Plan.

2.0 Activities Conducted by Woodard & Curran

Woodard & Curran was responsible for implementing and monitoring the Community Air Monitoring Program (CAMP) at the Site from September 24 through November 14, 2025. Each morning when LC Post Road Garage LLC Construction performed their on-site activities, a Woodard & Curran representative was

present to turn on and calibrate the CAMP stations, which were installed at positions upwind and downwind of the work area at the Site. Each CAMP stations consisted of a photoionization detector (PID) that measures volatile organic compounds (VOCs), and a DustTrak aerosol monitor that measured air pollutants, primarily particulate matter (PM). The data observed by these stations were recorded in one-minute intervals and were stored and viewed on the remote application Environet. Data was able to be viewed by Woodard & Curran staff in real time, both on-Site and remotely. Once confirming that both stations were connected to the application and that data was being recorded, the Woodard & Curran representative left the Site and monitored the data remotely. The data was monitored for compliance with the action levels outlined in the Technical Guidance for Site Investigation and Remediation (DER-10). The action levels for these measured compounds are as follows:

- VOCs – five parts per million (ppm)
- PM - 0.150 milligrams per cubic meter (mg/m³) over a 15-minute period.

If these levels are exceeded, work must be stopped until the readings are below the action levels, and the cause of the exceedance addressed. During this time of observation, the DER-10 action levels were not exceeded at any time. As of November 14, 2025, Woodard & Curran has demobilized from the Site as the ongoing remediation activities have been paused pending the Brownfields Application being submitted to the NYSDEC to complete the remediation.

3.0 Activities Conducted by LC Post Road Garage LLC Construction

LC Post Road Garage LLC Construction was responsible for the removal of the canopy from the former gas station at the Site, along with the grubbing and removal of surrounding vegetation and drilling boreholes/driving steel piles in support of the planned excavation of underground storage tanks and remediation of contaminated soils. This work was conducted from September 24 through November 14, 2025. Specifically, LC Post Road Garage LLC Construction completed the following activities:

- From September 24 to September 26, 2025, LC Post Road Garage LLC Construction's activities included receiving/stockpiling deliveries of steel piles, grubbing and removal of vegetation, and beginning drilling activities.
- From September 29 to October 3, 2025, LC Post Road Garage LLC Construction's activities included continuing receiving/stockpiling and driving steel piles, as well as grubbing and vegetation removal and demolition/disposal of the gas station canopy.
- From October 6 to October 10, 2025, LC Post Road Garage LLC Construction's activities included drilling and driving steel piles.
- From October 13 to October 17, 2025, LC Post Road Garage LLC Construction's activities included receiving/stockpiling steel piles, troubleshooting/repairing machinery, and drilling/driving steel piles.

- From October 20 to November 14, 2025, LC Post Road Garage LLC Construction’s activities included drilling/driving steel piles, troubleshooting/repairing machinery, and removing 990-gallons of residual petroleum liquid from the newly discovered unknown UST.

4.0 Remaining Remedial Activities to be Completed Under the BCP

Pursuant to the approved Revised Remedial Action Work Plan, the following tasks remain to be completed under the planned BCP:

- **Complete driving piles** to ensure safe excavation of on-site and off-site soil. A plan showing the completed and remaining pipe piles to be driven is presented in **Attachment D**.
- **Removal of underground storage tanks (USTs)**. There are several USTs associated with the former gas station. The USTs are located in the tank farm near East Post Road. One approximate 1,000-gallon unknown UST was found in the northeast portion of the Site. The unknown UST will be removed under the BCP. All USTs and/or associated equipment would be decommissioned in accordance with applicable NYSDEC tank closure requirements. On-site USTs and/or associated fill equipment would be administratively closed with the NYSDEC Petroleum Bulk Storage (PBS) unit. Encountered USTs and petroleum-impacted soil will be excavated, stored in a segregated stockpile location, characterized, and disposed of off-site at a permitted disposal facility in accordance with applicable regulations.
- **Excavation of contaminated soil**. In accordance with the Amended Consent Order and the Stipulation of Settlement and Order, excavation will occur within the extent of remediation as shown in **Attachment B** to the extent required to achieve the CP-51 SCOs for gasoline contaminated soils in place on date of Stipulation (June 23, 2023). The extent of excavation is an irregular shape, which extends across the Site and to the north in the WPHA Building 33 parking lot. The planned soil excavation is expected to remove approximately 4,600 cubic yards (cu yd) of contaminated soil to a depth of approximately 8-feet below ground surface.
- **Dewatering**. To the extent that Light Non-Aqueous Phase Liquid (LNAPL) is encountered in groundwater in the excavation, and to the extent that groundwater encountered in the excavation emits an odor of petroleum or has a visible sheen, the groundwater will be pumped into frac tanks for treatment and off-site disposal. Any water to be pumped to dewater all excavations to facilitate digging below the water table will be pumped into frac tanks for characterization and off-site disposal.
- **Backfill and amendment addition**. Backfill activities will be completed at the end of the excavation and collection of post-excavation soil sampling; or sequentially along with excavation. In consultation with the excavation subcontractor, portions of the excavation may likely be backfilled as work progresses to ensure safety of workers and equipment and facilitate access around the work area. Prior to backfilling the excavation, a demarcation layer (snow fence) will be installed to serve as a physical separation between soils that will remain in place and the excavation limits. The excavated area will then be backfilled with imported certified clean fill material, which will meet the requirements of allowable constituent levels for imported fill or soil. Backfill will be compacted in a

manner that is consistent with the needs of final Site restoration. Along with imported fill material, petroleum hydrocarbon remediation amendments (i.e., PetroFix, or equivalent) will also be incorporated into the excavation bottom backfill in the saturated or capillary zone. The amendment will serve as an excavation polishing step for future treatment of groundwater that may still contain residual petroleum hydrocarbons. The total mass of PetroFix will be determined based on the size of the excavation and will be applied at a rate of one pound of PetroFix per cubic foot of soil. This design dose was recommended by the manufacturer.

- **Off-Site groundwater impacts.** The source of soil contamination off-Site within the defined area of excavation will be excavated to achieve the CP-51 SCOs, which should reduce off-Site groundwater impacts. As stated above, PetroFix will be added into the bottom of the excavation planned on the WPHA portion of the Site to further reduce off-Site groundwater impacts. Municipal water supply wells are not present on the Site or in this area of the City of White Plains; therefore, groundwater from the Site would not affect municipal water supply wells.
- **Post-remediation groundwater monitoring.** After the implementation of remedial action, any groundwater monitoring wells impacted by the remedial activities will be reinstalled in the location in which it exists prior to remedial activities. Groundwater monitoring wells installed will be developed and gauged to ensure adequate hydraulic connection and removal of any drilling materials and fluids. Post-remediation groundwater monitoring will be performed in the remaining on-Site monitoring well to monitor the effectiveness of the remedial action on residual groundwater contamination. At least two rounds of post-remediation groundwater monitoring will be conducted.
- **Spill Closure Report.** At the completion of the remedial action, a Spill Closure Report will be prepared summarizing the CP-51 SCO objectives achieved and which will include post-remedial action groundwater monitoring results showing two consecutive groundwater contaminant reduction trends with the goal of achieving a Certificate of Completion or No Further Action Letter as appropriate.

ATTACHMENT A

Amended Order on Consent

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

.....)
In the matter of the Alleged Violations of
Article 17 of the New York State Environmental
Conservation Law ("ECL"), Article 12 of the Navigation
Law of the State of New York and Title 6 of the Official
Compilation of Codes, Rules and Regulations
("6 NYCRR") of the State of New York

**A M E N D E D
O R D E R O N C O N S E N T**

Case No. SPILLS.16-
08934.11.2018

-by-

Marianina Oil Corp., White Plains Hospital Medical Center &
34 EPR LLC

Respondents
.....)

WHEREAS:

1. The New York State Department of Environmental Conservation (the "Department") entered an Order on Consent with Marianina Oil Corp. ("Marianina") for this matter in August, 2021 ("2021 Order"). The 2021 Order is incorporated herein by reference and, except as amended below, remains in full force and effect.
2. The 2021 Order was executed to resolve open violations including the violation of a prior Order executed in 2017 ("2017 Order"), in which Marianina agreed to remediate contamination at a petroleum bulk storage facility located at 34 East Post Road, White Plains NY (the "Facility"). Marianina filed bankruptcy in the middle of the Department's enforcement action for failing to comply with the 2017 Order.
3. The 2021 Order requires Marianina to facilitate the cleanup of the Facility pursuant to the approved workplan attached to and incorporated into the 2021 Order (the "Workplan"). The 2021 Order further requires that Marianina seek to incorporate the terms and conditions of the 2021 Order and attached Workplan as a priority in the eventual Bankruptcy Plan.
4. White Plains Hospital Medical Center ("White Plains Hospital"), or an affiliated entity 34 EPR LLC, now intends to purchase the Facility and, provided it proceeds with the purchase, shall deposit \$1,250,000 from the proceeds of the sale into an escrow account to be disbursed in accordance with the Bankruptcy Court Order to facilitate the cleanup of the Facility. White Plains Hospital or 34 EPR LLC will be utilizing these proceeds from the sale of the Facility to conduct the cleanup required of Marianina under the 2021 Order.

5. The Department, with the consent of Respondent Marianina and White Plains Hospital and 34 EPR LLC, has agreed to and enters into, the following amendment to the 2021 Order.

THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION HEREBY ORDERS THAT:

I. The 2021 Order on Consent is hereby amended to add either White Plains Hospital or 34 EPR LLC as a Party to the 2021 Order depending on which entity acquires the Facility. The party will be added the day the Facility is acquired. White Plains Hospital or 34 EPR LLC shall complete the cleanup required by the 2021 Order with the \$1,250,000 set aside from the bankruptcy proceeding as is outlined in the 2021 Order.

II. Paragraph I.2. of the 2021 Order is removed and amended as follows:

Marianina has submitted, for Department approval, a proposed Workplan to implement and complete the investigation and remediation due to the contamination at and emanating from the Facility. The Workplan has already been approved by the Department, and is already an enforceable part of this agreement and attached hereto as Exhibit A. White Plains Hospital, 34 EPR have submitted a supplemental map (Exhibit B) with new information to further facilitate the remediation which has also now been approved by the Department; however if conditions on site show that contamination emanating from this spill goes beyond the map it will also have to be remediated as part of this Order. White Plains Hospital, 34 EPR LLC or another entity shall implement and complete the Workplan in Exhibits A within the remediation boundary_map in Exhibit B as approved on behalf of Marianina. To clarify, the White Plains Hospital or 34 EPR LLC agree to remediate to achieve the goal of the petroleum cleanup levels in the CP-51 Guidance document in all end point samples both on- and off-site within the Spill Remediation Boundary area shown on the map attached hereto in Exhibit B. If the money runs out in the bankruptcy before the full Workplan can be completed within the area shown on the map in Exhibit B and pursuant to the Workplan in Exhibit A, then either: a. the Department shall undertake any remaining work for the cleanup pursuant to its authority under Navigation Law, which is subject to cost recovery or b. White Plains Hospital, 34 EPR LLC, or another entity may enter into an order or apply to the New York State Brownfield Cleanup Program as appropriate to finish the remaining work, including any off-site work required therein, utilizing the approved Workplan attached hereto in Exhibit B that is subject to the Order, to ensure the required work is completed. Post remediation groundwater monitoring will be subject to final department approval. If additional remediation is required beyond Spill Remediation Boundary shown on the map in Exhibit B that is not related to this spill on the White Plains Housing Authority property or elsewhere, subject to access approval from any off-site property owner(s) at the time, then those areas would be eligible to apply to the Brownfield Cleanup Program.

III. Paragraph I.4. of the 2021 Order is removed and replaced with the following:

This Order shall not terminate until the work for the cleanup has been completed, or the Department enters into a subsequent order or Brownfield Cleanup Agreement with White Plains Hospital, 34 EPR LLC or a new entity to complete any remaining work, including any off-site work.

IV. All other provisions of the Order on Consent remain unchanged, in full force and effect and shall be binding on the Respondents.

IV. This Second Amendment to the Order on Consent shall take effect when it is signed by Respondents and a designee of the Commissioner.

DATED: September 8, 2022

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

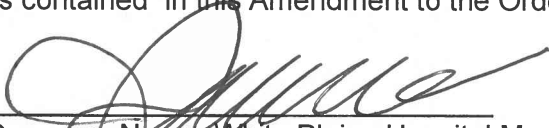
By: *Andrew Guglielmi*

Andrew Guglielmi, Esq. Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent White Plains Hospital Medical Center hereby consents to the issuing and entering of this Amendment to Order on Consent without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Amendment to the Order on Consent.

9/1/22
Date

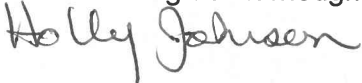

Company Name: White Plains Hospital Medical Center
Name: Joseph Guarracino
Title: Executive Vice President, Chief Administrative Officer
& Chief Financial Officer, Authorized Signatory

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) ss:

On the 1 day of September in the year 2022, before me personally came Joseph Guarracino to me known, who being, by me duly sworn, did depose and say that he/she is EVP, CAO, CFO of White Plains Hospital and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office
of individual taking acknowledgment:

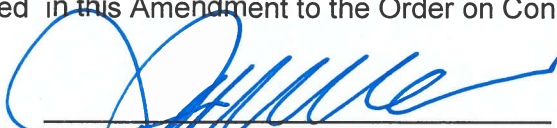


HOLLY JOHNSON
Notary Public, State of New York
No. 01JO008057
Qualified in Westchester County
Commission Expires June 1, 2026

CONSENT BY RESPONDENT

Respondent 34 EPR LLC hereby consents to the issuing and entering of this Amendment to Order on Consent without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Amendment to the Order on Consent.

9/1/22
Date

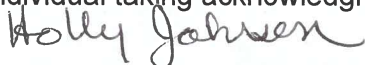

Company Name: 34 EPR LLC
Name: Joseph Guarracino
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) ss:

On the 1 day of September in the year 2022, before me personally came Joseph Guarracino to me known, who being, by me duly sworn, did depose and say that he/she is EVP, CAO CFO of White Plains Hospital and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office
of individual taking acknowledgment:



HOLLY JOHNSON
Notary Public, State of New York
No. 01J08008057
Qualified in Westchester County
Commission Expires June 1, 2026

CONSENT BY RESPONDENT

Respondent Marianina Oil Corp. hereby consents to the issuing and entering of this Amendment to Order on Consent without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Amendment to the Order on Consent.

9/6/2022
Date

Nancy A. Madoni
Company Name: Marianina Oil Corp.
Name: Nancy Madoni
Title: Chief Restructuring Officer

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Westchester ss:

On the 6th day of September in the year 2022, before me personally came Nancy Madoni to me known, who being, by me duly sworn, did depose and say that he/she is Chief Restructuring Officer of Marianina Oil Corp. and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office of individual taking acknowledgment:

Lee J. Lefkowitz
LEE J. LEFKOWITZ
Notary Public, State of New York
Qualified in New York County
No. 02LE6263517
My Commission Expires June 11, 2024

ATTACHMENT B

Remediation Boundary Site Map

Site Map



Legend

- BP Property
- WPHA Property
- Groundwater Contour (ft AMSL)
- 2000 WPHA Spill
- Getty Spill Area and Newly Discovered Off-site Plume
- 34 East Post Road (Former BP/Marianina Site)
- Spill No. 1608934 Remediation Boundary
- 26-28 East Post Road (Former Getty Site)

Total Volatile Organic Compounds (Soil) (mg/kg)

- 0 - 5
- 5 - 9
- 9 - 19
- 19 - 38
- 38 - 57
- 57 - 77
- 77 - 144
- 144 - 444
- 444 - 2,754

0 5 10 20 Feet



Project #: 214155.04
Map Created: August 2022

Service Layer Credits: © 2022 Microsoft Corporation © 2022 Maxar © CNES (2022) Distribution Airbus DS

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk.

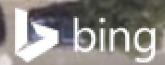


Sample ID

- Boring ID
- Collection Date
- Total VOCs (mg/kg)

Note:
Sample results are from samples collected immediately above the observed water table

Figure Exported: 8/16/2022 8:16:02 AM By: nebron Using: \\woodardcurran.net\shared\Projects\0214155.04\WP_Hospital_25 West Post Rd ESA\WP\GIS\Projects\34 East Post Road\Log\Site Map.mxd



E Post Road

Brookfield St

White Plains Housing Authority

White Plains Housing Authority

White Plains Housing Authority

White Plains Housing Authority

ATTACHMENT C

Site Photos



Concrete removal and site preparation



Pile and equipment delivery



Site preparation and grading. Fueling canopy removed. Piles being installed near adjacent building



Piles installed along East Post Road



Pile installation

ATTACHMENT D

Completed and Remaining Pipe Piles to be Installed

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: 34 East Post Road Clean-up
White Plains, NY

TO: 34 EPR, LLC
41 East Post Road
White Plains, NY 10601

Contractor: LC Post Road Garage LLC

CONTRACT FOR: SOE & Excavation

APPLICATION DATE: 9/29/2025

APPLICATION NO: 1

ATTN: Joe Mannino

9/1/2025

9/30/2025

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner - TOTAL		ADDITIONS \$	DEDUCTIONS \$
			\$0.00
Subsequent Change Orders			
Number	Approved Date		
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

TOTALS
Net Change by Change Orders \$0.00

State of: County of

The undersigned Contractor Certifies that the Work covered by this Application has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work which previous

Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor: LC Post Road Garage LLC

By: *[Signature]* Date: 9/29/25

Application is made for Payment as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows

ORIGINAL CONTRACT SUM	\$	1,250,000.00
Net change by Change Orders	\$	-
CONTRACT SUM TO DATE	\$	1,250,000.00
TOTAL COMPLETED AND STORED TO DATE (Column G on G702A)	\$	551,714.64
RETAINAGE as noted in Column N on G702A	\$	23,220.45
TOTAL EARNED LESS RETAINAGE	\$	528,494.19
LESS PREVIOUS PAYMENT RECEIPTS	\$	-
CURRENT PAYMENT DUE	\$	528,494.19

Subscribed and Sworn to before me this 29th day of September, 2025
Notary Public: *[Signature]*
My Commission expires: 11/2/2026

LYNN A. GORSLINE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GO6015509
Qualified in Suffolk County
11/2/2026

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Architect
By:

OWNER
ARCHITECT
CONTRACTOR

This certificate is not negotiable. It is payable to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: 34 East Post Road Clean-up
White Plains, NY

TO: 34 EPR, LLC
41 East Post Road
White Plains, NY 10601

Contractor: LC Post Road Garage LLC

CONTRACT FOR: SOE & Excavation

APPLICATION DATE: 10/24/2025

APPLICATION NO: 2

ATTN: Joe Mannino

10/1/2025

10/31/2025

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner - TOTAL		ADDITIONS \$	DEDUCTIONS \$
			\$0.00
Subsequent Change Orders			
Number	Approved Date		
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

TOTALS

Net Change by Change Orders \$0.00

State of: County of

The undersigned Contractor Certifies that the Work covered by this Application

has been completed in accordance with the Contract Documents, that all

amounts have been paid by him for work which previous

Certificates for Payment were issued and payments received from the Owner,

and that the current payment shown herein is now due.

Contractor: LC Post Road Garage LLC

By: *[Signature]* Date: 10/24/25

Application is made for Payment as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G702A, is attached.

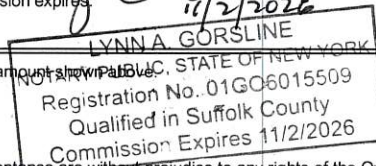
The present status of the account for this Contract is as follows

ORIGINAL CONTRACT SUM	\$	1,250,000.00
Net change by Change Orders	\$	-
CONTRACT SUM TO DATE	\$	1,250,000.00
TOTAL COMPLETED AND STORED TO DATE (Column G on G702A)	\$	1,069,690.65
RETAINAGE as noted in Column N on G702A	\$	46,452.94
TOTAL EARNED LESS RETAINAGE	\$	1,023,237.72
LESS PREVIOUS PAYMENT RECEIPTS	\$	528,494.19
CURRENT PAYMENT DUE	\$	494,743.53

Subscribed and Sworn to before me this 24th day of October, 2025

Notary Public:

My Commission expires: 11/2/2026



In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Architect

By:

OWNER
ARCHITECT
CONTRACTOR

This certificate is not negotiable. It is payable to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

2

APPLICATION DATE:

10/24/2025

PERIOD TO:

10/31/2025

A	C	D	H	I	J	K	L	M	N		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN H or I)	TOTAL COMPLETED AND STORED TO DATE (H+I+J)	%	RETAINAGE THIS PERIOD	THIS PERIOD NET RETAINAGE	BALANCE TO FINISH	RETAINAGE 5% of Total Contract
	Excavation & SOE										
	Material										
	Pipe Piles - Material	\$ 252,358.00	\$ 147,285.36	\$ 105,072.64		\$ 252,358.00	100%	\$ 5,253.63	\$ 99,819.01	\$ -	\$ 12,617.90
	Lagging Material	\$ 26,460.00	\$ -	\$ 26,460.00		\$ 26,460.00	100%	\$ 1,323.00	\$ 25,137.00	\$ -	\$ 1,323.00
	Installation										
	Demolition	\$ 31,000.00	\$ 12,400.00	\$ 18,600.00		\$ 31,000.00	100%	\$ 930.00	\$ 17,670.00	\$ -	\$ 1,550.00
	Mobilization	\$ 150,000.00	\$ 150,000.00	\$ -		\$ 150,000.00	100%	\$ -	\$ -	\$ -	\$ 7,500.00
	Clearing and Grubbing	\$ 40,000.00	\$ 40,000.00	\$ -		\$ 40,000.00	100%	\$ -	\$ -	\$ -	\$ 2,000.00
	Tracking Pad	\$ 8,750.00	\$ 8,750.00	\$ -		\$ 8,750.00	100%	\$ -	\$ -	\$ -	\$ 437.50
	Pipe Pile Installation	\$ 460,755.00	\$ 106,973.65	\$ 193,517.10		\$ 299,490.75	65%	\$ 9,675.66	\$ 183,841.25	\$ 161,264.25	\$ 14,974.54
	Tank removal, Site obstructions, Fence relocation	\$ 121,000.00	\$ -	\$ 121,000.00		\$ 121,000.00	100%	\$ 6,050.00	\$ 114,950.00	\$ -	\$ 6,050.00
	Total Base Contract:	\$ 1,090,323.00	\$ 464,409.01	\$ 464,649.74	\$ -	\$ 929,058.75	85%	\$ 23,232.49	\$ 441,417.25	\$ 161,264.25	\$ 46,452.94
	General Conditions	\$ 83,354.39	\$ 35,842.39	\$ 35,008.84		\$ 70,851.23	85%	\$ -	\$ 35,008.84	\$ 12,503.16	\$ -
	Insurance (3%)	\$ 32,709.69	\$ 32,709.69	\$ -		\$ 32,709.69	100%	\$ -	\$ -	\$ -	\$ -
	Fee (4%)	\$ 43,612.92	\$ 18,753.56	\$ 18,317.43		\$ 37,070.98	85%	\$ -	\$ 18,317.43	\$ 6,541.94	\$ -
	Total Contract	\$ 1,250,000.00	\$ 551,714.64	\$ 517,976.01	\$ -	\$ 1,069,690.65	86%	\$ 23,232.49	\$ 494,743.52	\$ 180,309.35	\$ 46,452.94

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: 34 East Post Road Clean-up
White Plains, NY

TO: 34 EPR, LLC
41 East Post Road
White Plains, NY 10601

Contractor: LC Post Road Garage LLC

CONTRACT FOR: SOE & Excavation

APPLICATION DATE: 11/15/2025

APPLICATION NO: 3

ATTN: Joe Mannino

11/1/2025

11/15/2025

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner - TOTAL		ADDITIONS \$	DEDUCTIONS \$
			\$0.00
Subsequent Change Orders			
Number	Approved Date		
		\$175,000.00	\$0.00
		\$0.00	
		\$175,000.00	\$0.00

Application is made for Payment as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows

ORIGINAL CONTRACT SUM	\$	1,250,000.00
Net change by Change Orders	\$	175,000.00
CONTRACT SUM TO DATE	\$	1,425,000.00
TOTAL COMPLETED AND STORED TO DATE (Column G on G702A)	\$	1,250,000.00
RETAINAGE as noted in Column N on G702A	\$	-
TOTAL EARNED LESS RETAINAGE	\$	1,250,000.00
LESS PREVIOUS PAYMENT RECEIPTS	\$	1,023,237.72
CURRENT PAYMENT DUE	\$	226,762.28

TOTALS

Net Change by Change Orders \$175,000.00

State of: County of

The undersigned Contractor Certifies that the Work covered by this Application has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work which previous

Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor: LC Post Road Garage LLC

By: *[Signature]* Date: 11/7/25

Subscribed and Sworn to before me this 7th day of Nov, 2025

Notary Public:

My Commission expires 11/2/2026

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Architect

By:

LYNN A. GORSLINE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GO6015509
Qualified in Suffolk County
Commission Expires 11/2/2026

OWNER

ARCHITECT

CONTRACTOR

This certificate is not negotiable. It is payable to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3
 APPLICATION DATE: 11/15/2025
 PERIOD TO: 11/15/2025

	A	
	ITEM NO.	DESCRIPTION OF WORK
		Demolition of canopy and concrete slabs Clearing and grubbing of site, including removal of trees. Installation of tracking pad Installation of site fencing enclosing 34 EPR and adjacent WPHA property as per the spill cleanup area. Removal and replacement of existing site fence to city ROW to allow access to property line. Installation of Pipe Piles Tank fuel removal – 990 gallons of fuel pumped and removed from tank uncovered on site. Tank remained in place per direction of Environmental consultant. Unforseen obstructions to drilling operation Relocation of site fencing to accommodate operations
		Change Order Summary CO#1 Delays- \$175,000 - Delays due to obstructions and deviating rock conditions. - Realigning and redrilling of piles due to deflection.