



Department of Environmental Conservation

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

## PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

Amendment to [check one or more boxes below]

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- Add
- Substitute
- Remove
- Change in Name

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applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site?  Yes  No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

**Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

This BCA Amendment seeks to add Wolf Ranch Curry Road LLC as a volunteer and to clarify the ownership of the site by both Volunteer entities with First Prize Development Partners, LLC as an 80% tenant in common owner and Wolf Ranch Curry Road, LLC as a 20% tenant in common owner. See attached deed dated July 5, 2018.

**\*Please refer to the attached instructions for guidance on filling out this application\***

<b>Section I. Existing Agreement Information</b>		
BCP SITE NAME: First Prize Center Site		BCP SITE NUMBER: C401076
NAME OF CURRENT APPLICANT(S): First Prize Development Partners, LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C401076-02		DATE OF EXISTING AGREEMENT: 5/1/18
<b>Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)</b>		
NAME Wolf Ranch Curry Road LLC		
ADDRESS 156 Diablo Road, Suite 300		
CITY/TOWN Danville, CA		ZIP CODE 94526
PHONE 925-580-9253	FAX NA	E-MAIL MatKen@Earthlink.net
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> <li>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 (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.</li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Kenneth Vincent Stevens and Deborah Ann Stevens		
ADDRESS 156 Diablo Road, Suite 300		
CITY/TOWN Danville, CA		ZIP CODE 94526
PHONE 925-580-9253	FAX NA	E-MAIL MatKen@Earthlink.net
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant:		
<p>The requestor is a 20% tenant in common owner of the site along with the current Volunteer - First Prize Development Partners, LLC - which is an 80% tenant in common owner. The requestor was inadvertently not added to the BCA when the site was acquired by both parties on July 5, 2018.</p>		

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**Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)**

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

**Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)**

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site?  Yes  No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?  Yes  No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site?  Yes  No  
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
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, regulation of the state or federal government? If so, provide an explanation on a separate attachment.  Yes  No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information.  Yes  No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?  Yes  No
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?  Yes  No
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?  Yes  No
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?  Yes  No
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?  Yes  No
11. Are there any unregistered bulk storage tanks on-site which require registration?  Yes  No

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:

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 disposal of 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 he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

**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.**

Requestor's Relationship to Property (check one):

Prior Owner  Current Owner  Potential /Future Purchaser  Other 20% tenant in common owner

If 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. Is this proof attached?  Yes  No

**Note: a purchase contract does not suffice as proof of access.**

**Section V. Property description and description of changes/additions/reductions (if applicable)**

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement )

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

Check appropriate boxes below:

- Changes to metes and bounds description or TBL correction
- Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: \_\_\_\_\_

**ADDITIONAL PARCELS:**

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

- Reduction of property

Approximate acreage removed: \_\_\_\_\_

**PARCELS REMOVED:**

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

**Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.**

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From ECL 27-1405(31):</b></p> <p>"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.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<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' households 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 home owners 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>	

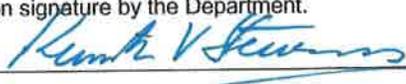
**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**

Existing Agreement Information	
BCP SITE NAME: First Prize Center Site	BCP SITE NUMBER: C401976
NAME OF CURRENT APPLICANT(S): First Prize Development Partners, LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C401076-02-18	
EFFECTIVE DATE OF EXISTING AGREEMENT: May 1, 2018	

**Declaration of Amendment:**

By the Requestor(s) and/or Applicant(s) signatures 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 any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Trustee</u>) of (entity <u>Wolf Ranch Curry Road LLC</u>); 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.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>9/22/20</u> Signature: <u></u></p> <p>Print Name: <u>Kenneth V. Stevens</u></p>

**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(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 Member (title) of First Prize Development Partners, 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. \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9.24.20 Signature: 

Print Name: William M. Hoblock

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

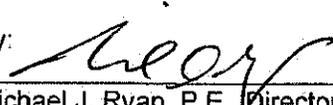
<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <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 contamination.
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Effective Date of the Original Agreement: 5/1/18

Signature by the Department:

DATED: 10/20/20

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:   
Michael J. Ryan, P.E., Director  
Division of Environmental Remediation



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September 28, 2020

**VIA FEDERAL EXPRESS**

Kelly A. Lewandowski, P.E.  
Site Control Section, Chief  
New York State Department of Environmental Conservation  
625 Broadway, 11<sup>th</sup> Floor  
Albany, NY 12233-7020

**RE: Brownfield Cleanup Program Notice of Change of Ownership & Request to Add an Additional BCP Volunteer to the Brownfield Cleanup Agreement First Prize Development Partners, LLC  
First Prize Center Site  
Site No: C401076  
68 Exchange Street, Town of Colonie; Rear Russell Road and Russell Road, City of Albany**

Dear Kelly Lewandowski:

Enclosed please find a Change of Use Notice in Exhibit A sent to the Department's attention on May 14, 2018 before an anticipated change of title closing scheduled for July 1, 2018. The Site was in fact sold to Volunteer First Prize Development Partners, LLC on July 5, 2018 (see Deed in Exhibit E) but the staff counsel I had working on this matter left our firm in that month and failed to tell me that a BCA Amendment had to be filed to effectuate the transfer notice. In addition, the May 14<sup>th</sup> Notice inadvertently failed to include a second owner – Wolf Ranch Curry Road LLC.

Therefore, the attached updated Change of Use notice and BCA Amendment in Exhibit B requests Wolf Ranch Curry Road LLC to be added as a second volunteer to the BCA and for the BCA to reflect both volunteers - First Prize Development Partners, LLC (80% tenant in common owner) and Wolf Ranch Curry Road LLC (20% tenant in common owner) - as the owners of the Site. Also enclosed is an original written authorization for Kenneth V. Stevens to execute all documents required for the BCP (*see* Exhibit C) and the DOS filing for this entity (*see* Exhibit D). The written consent in Exhibit A authorizing William Hoblock to execute these documents on behalf of original Volunteer First Prize Development Partners, LLC is still valid.



Please do not hesitate to contact me if you have any questions. Thank you

Sincerely,

**KNAUF SHAW LLP**

A handwritten signature in black ink that reads 'Linda R. Shaw'. The signature is written in a cursive, flowing style.

LINDA R. SHAW

Encls.

Cc: William Hoblock, First Prize Development Partners, LLC  
Kenneth V. Stevens, Wolf Ranch Curry Road LLC  
C.T. Male Associates, Kirk Moline & Steve Bieber



May 14, 2018

**VIA FEDERAL EXPRESS**

Kelly A. Lewandowski, P.E.  
Site Control Section, Chief  
New York State Department of Environmental Conservation  
625 Broadway, 11<sup>th</sup> Floor  
Albany, NY 12233-7020

**RE: Brownfield Cleanup Program Notice of Prospective Change of Ownership  
First Prize Development Partners, LLC  
First Prize Center Site  
Site No: C401076  
68 Exchange Street, Town of Colonie; Rear Russell Road and Russell Road,  
City of Albany**

Dear Kelly Lewandowski:

Enclosed please find Advance Notice of a prospective ownership change for the aforementioned Site. The Volunteer, First Prize Development Partners, LLC, intends to acquire the Site on or about July 1, 2018. Also enclosed is an original written authorization for William Hoblock to execute all documents required for the BCP.

Thank you.

Sincerely,

**KNAUF SHAW LLP**

LINDA R. SHAW

Encls.

Cc: Requestor, William Hoblock  
C.T. Male Associates, Kirk Moline

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of  
Certificate of Completion, and/or Ownership**  
Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

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To be submitted at least 60 days prior to change of use to:

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

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I. **Site Name:** First Prize Center Site **DEC Site ID No.** C401076

II. **Contact Information of Person Submitting Notification:**

Name: Linda R. Shaw, Esq.  
Address 1: 1400 Crossroads Building, 2 State Street  
Address 2: Rochester, New York 14614  
Phone: (585) 546-8430 E-mail: lshaw@nyenvlaw.com

III. **Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- Change in Ownership or Change in Remedial Party(ies)  
 Transfer of Certificate of Completion (CoC)  
 Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy):

IV. **Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

The prospective purchaser Volunteer, First Prize Development Partners, LLC, intends to acquire the Site on or about July 1, 2018.

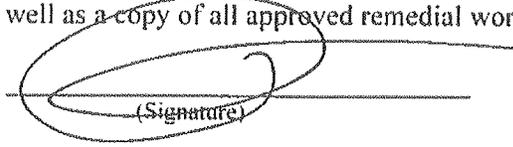
If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

N/A

V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name:

  
(Signature)

5.11.18

(Date)

William Hoblock

(Print Name)

Address1: First Prize Development Partners, LLC

Address2: 8 paddocks Circle, Saratoga Springs, New York 12866

Phone: (518) 786-7100

E-mail: William.Hoblock@rbc-ny.com

VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

Prospective Owner  ~~Prospective Remedial Party~~  Prospective Owner Representative

Name: First Prize Development Partners, LLC

Address1: William Hoblock, 8 Paddocks Circle

Address2: Saratoga Springs, New York 12866

Phone: (518) 786-7100

E-mail: William.Hoblock@rbc-ny.com

Certifying Party Name: \_\_\_\_\_

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

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

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

E-mail: \_\_\_\_\_

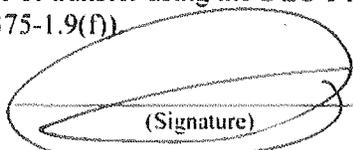
**VII. Agreement to Notify DEC after Transfer:** If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:

  
(Signature)

5-11-18

(Date)

William Hoblock

(Print Name)

Address1: First Prize Development Partners, LLC

Address2: c/o William Hoblock, 8 Paddocks Circle, Saratoga Springs, New York 12866

Phone: (518) 786-7100

E-mail: [William.Hoblock@rbc-ny.com](mailto:William.Hoblock@rbc-ny.com)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of  
Certificate of Completion, and/or Ownership**  
Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. **Site Name:** First Prize Center Site **DEC Site ID No.** C401076

II. **Contact Information of Person Submitting Notification:**

Name: Linda R. Shaw, Esq.  
Address1: 1400 Crossroads Building, 2 State Street  
Address2: Rochester, New York 14614  
Phone: (585) 546-8430 E-mail: lshaw@nyenvlaw.com

III. **Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- Change in Ownership or Change in Remedial Party(ies)  
 Transfer of Certificate of Completion (CoC)  
 Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 07/05/2018

IV. **Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

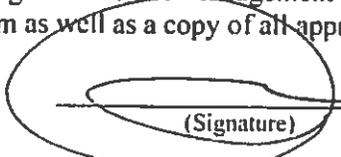
~~Volunteer, First Prize Development Partners, LLC and a second tenant in common called Wolf Ranch Curry Road, LLC acquired the Site on July 5, 2018. See attached deed. First Prize Development Partners, LLC put the DEC on notice of the transfer to First Prize Development Partners, LLC acquiring the site in May 2018 through a 60-day notice but failed to advise that Wolf Ranch Curry Road, LLC would also be a 20% tenant in common owner entity that needs to be added to the BCA and failed to submit a BCP...~~

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

~~amendment at that time. This updated notice and the attached BCA Amendment seeks to add Wolf Ranch Curry Road, LLC as a volunteer and to clarify the ownership of the site by both entities with First Prize Development Partners, LLC as an 80% tenant in common owner and Wolf Ranch Curry Road, LLC as a 20% tenant in common owner.~~

V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name:  9.15.20  
(Signature) (Date)  
William Hoblock  
(Print Name)

Address1: First Prize Development Partners, LLC  
Address2: 8 paddocks Circle, Saratoga Springs, New York 12866  
Phone: (518) 786-7100 E-mail: William.Hoblock@rbc-ny.com

VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

Prospective Owner  ~~Prospective Remedial Party~~  Prospective Owner Representative

Name: First Prize Development Partners, LLC  
Address1: William Hoblock, 8 Paddocks Circle  
Address2: Saratoga Springs, New York 12866  
Phone: (518) 786-7100 E-mail: William.Hoblock@rbc-ny.com

Certifying Party Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

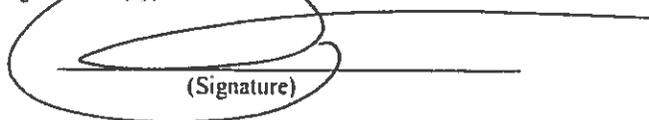
**VII. Agreement to Notify DEC after Transfer:** If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:

  
(Signature)

9-15-20  
(Date)

William Hoblock

(Print Name)

Address1: First Prize Development Partners, LLC

Address2: c/o William Hoblock, 8 Paddocks Circle, Saratoga Springs, New York 12866

Phone: (518) 786-7100

E-mail: William.Hoblock@rbc-ny.com

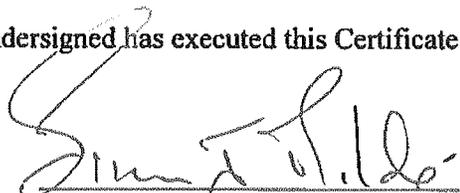
**WRITTEN CONSENT**

The undersigned, being the Managing Member of First Prize Development Partners, LLC, does hereby certify as follows:

1. First Prize Development Partners, LLC is the prospective volunteer for the First Prize Center located at 68 Exchange Street, Town of Colonie (Tax Parcel No. Section 53.16 Block 1 Lot 23.1); Rear Russell Road, City of Albany (Section 53.59 Block 1 Lot No. 3.1, and Russell Road, City of Albany (Section 53.60 Block 1 Lot 1) (the "Site").

2. The following person, William M. Hoblock, Member, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer First Prize Development Partners, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 30 day of March 2017.



Simon J. Mildé  
Managing Member

**WRITTEN CONSENT**

The undersigned, being a Trustee of The Kenneth Vincent Stevens And Deborah Ann Stevens Revocable Family Trust, which is a sole member in Wolf Ranch Curry Road LLC, does hereby certify as follows:

1. Wolf Ranch Curry Road LLC is a prospective volunteer for the approximately 32.09 acre First Prize Center BCP Site C401076 located at 68 Exchange Street, Albany County, Colonie, NY 12205 (the "BCP Site").

2. The following person, Kenneth V. Stevens, one of the two Trustees, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of prospective Brownfield Site Volunteer Wolf Ranch Curry Road LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 12 day of September, 2020.

**WOLF RANCH CURRY ROAD LLC**

By: The Kenneth Vincent Stevens And Deborah Ann Stevens Revocable Family Trust  
dated October 25, 2000

By:   
Name: Deborah A. Stevens, Trustee  
Authorized Signatory

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through September 8, 2020.

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Selected Entity Name: WOLF RANCH CURRY ROAD LLC

Selected Entity Status Information

**Current Entity Name:** WOLF RANCH CURRY ROAD LLC

**DOS ID #:** 5363711

**Initial DOS Filing Date:** JUNE 21, 2018

**County:** SARATOGA

**Jurisdiction:** DELAWARE

**Entity Type:** FOREIGN LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

WOLF RANCH CURRY ROAD LLC

156 DIABLO ROAD, SUITE 300

DANVILLE, CALIFORNIA, 94526

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
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No Information Available

\*Stock information is applicable to domestic business corporations.

### Name History

Filing Date	Name Type	Entity Name
JUN 21, 2018	Actual	WOLF RANCH CURRY ROAD LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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THIS INDENTURE, Made this 5<sup>th</sup> day of July, 2018

Between Exchange Street Associates, LLC, 25 Mason Lane, Slingerlands, NY 12159,  
Party of the first part, and

First Prize Development Partners, LLC, 8 Paddock Circle, Saratoga Springs, NY 12866,  
with a 80% undivided interest, and Wolf Ranch Curry Road, LLC, 156 Diablo Road, Suite 300,  
Danville, CA 94526, with a 20% undivided interest, as Tenants in Common, Parties of the second  
part,

**WITNESSETH**, that Party of the first part, in consideration of One Dollar (\$1.00) lawful  
money of the United States, and other good and valuable consideration paid by the Parties of the  
second part, do hereby grant and release unto the Parties of the second part, their heirs, successors  
and assigns forever,

**ALL THAT CERTAIN** piece, parcel, and plot of land, together with the buildings and  
improvements situate thereon located both in the City of Albany and in the Town of Colonie,  
County of Albany, State of New York as more particularly described on Schedule "A" annexed  
hereto and made a part hereof.

Being the same premises conveyed to Exchange Street Associates LLC by deed dated  
March 31, 2015 and recorded in the Albany County Clerk's Office on March 31, 2015 in Liber  
3131 of Deeds at p. 326.

This conveyance is made subject to any and all covenants, conditions, easements, and  
restrictions of record, any zoning and environmental protection laws; any existing tenancies, and  
unpaid installments of street and improvement assessments payable after the date of transfer of  
title to the premises and any state of facts which an inspection and/or accurate survey may show.

**Together** with the appurtenances and all the estate and rights of the Party of the first part  
in and to said premises,

**To have and to hold** the premises herein granted unto the Parties of the second part, their  
heirs and assigns forever,

**And** said Party of the first part covenants as follows:

**First**, That the Parties of the second part shall quietly enjoy the said premises;

**Second**, That said Party of the first part will forever **Warrant** the title to said premises.

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

**In Witness Whereof**, The Parties of the first part hereto have hereunto set their hands and seal the day and year first above written.

In Presence of

Exchange Street Associates, LLC

By:   
Frank J. Crisafulli, Managing Member

STATE OF NEW YORK)  
COUNTY OF ALBANY ) ss.:

On the 5<sup>th</sup> day of July, 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Frank J. Crisafulli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ROBERT E. GANZ  
Notary Public, State of New York  
Qualified in Albany County  
No. 02GA4624951  
Commission Expires Oct. 31, 2018

## SCHEDULE A DESCRIPTION

Assessed as 68 Exchange Street, Town of Colonie Tax Map Number 53.16-1-23.1, and assessed as Russell Road, City of Albany Tax Map Number 53.60-1-1, and assessed as Rear Russell Road, City of Albany Tax Map Number 53.59-1-3.1

ALL that tract or parcel of land situate partly in the City of Albany and partly in the Town of Colonie more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Everett Road Extension at its intersection with the division line between lands formerly of New York Central Railroad Company on the southwest and the herein described premises on the northeast and runs thence along said division line North 42° 49' 15" West 2,353.03 feet; thence along lands of the Town of Colonie the following two courses and distances: North 27° 59' East a distance of 518.31 feet and North 64° 22' 30" East a distance of 381.39 feet to a point in the southwesterly line of Exchange Street; thence along the southwesterly line of Exchange Street the following two courses and distances: South 30° 39' 05" East a distance of 1,667.15 feet and South 42° 46' 53" East a distance of 727.86 feet to a point in the northwesterly line of lands now or formerly of Camarota; thence along the northwesterly and southeasterly lines of said lands now or formerly of Camarota the following two courses and distances: South 47° 13' 07" West a distance of 239.04 feet and South 42° 34' 53" East a distance of 37.70 feet to a point in said northwesterly line of Everett Road Extension; thence along said northwesterly line of Everett Road Extension the following three courses and distances: South 56° 09' 23" West a distance of 198.16 feet; South 05° 54' 20" East a distance of 55.87 feet and South 43° 58' 40" West a distance of 33.45 feet to the point an place of beginning.

Excepting from the above described premises so much thereof as has been conveyed by Albany County Industrial Development Agency to Town of Colonie by deed dated March 1, 1989 recorded in the Albany County Clerk's Office April 19, 1989 in Book 2389 of Deeds, at page 37.

FOR CONVEYANCE PURPOSES ONLY, NOT FOR POLICY:

ALSO the permanent right, privilege and easement to construct, reconstruct, maintain and operate railroad sidings and driveway facilities as said facilities existed on August 28, 1962 over and upon a parcel of land situate in the City of Albany, County of Albany and State of New York more particularly described upon Map No. 287, Parcel No. 327 of Appropriation maps filed by the State of New York in Albany County Clerk's Office on July 22, 1963 in Envelope 3902 for Interstate Route Connection 541-1-3 (Everett Road Extension) Railway – Highway Grade Crossing.