



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:
	a. A copy of the recorded deed must be provided. Is this attached? Yes <input type="radio"/> No <input type="radio"/>
	b. <input type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)
	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? Yes <input type="radio"/> No <input type="radio"/> Submitted on: _____
<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:

This amendment adds Moyer Carriage Lofts, LLC (New Requestor), a New York limited liability company, as a volunteer party to the Brownfield Site Cleanup agreement. New Requestor is the beneficial owner of the brownfield site pursuant to a recorded nominee agreement with the nominal fee title owner (see attachment A; please see BCA amendment #1 re: site transfer to the nominal fee title owner). Please note that ADHV REDEV, LLC, the current Volunteer Party, is the sole Manager (and managing Member) of the New Requestor Moyer Carriage Lofts, LLC.

SECTION I: CURRENT AGREEMENT INFORMATION	
<i>This section must be completed in full. Attach additional pages as necessary.</i>	
BCP SITE NAME: Moyer Carriage Lofts	BCP SITE CODE: C734151
NAME OF CURRENT APPLICANT(S): ADHV REDEV LLC	
INDEX NUMBER OF AGREEMENT: C734151-03-21	DATE OF ORIGINAL AGREEMENT: 03/09/2021

SECTION II: NEW REQUESTOR INFORMATION			
<i>Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.</i>			
NAME: Moyer Carriage Lofts, LLC			
ADDRESS: 1201 East Fayette Street			
CITY/TOWN: Syracuse, New York			ZIP CODE: 13210
PHONE: (315) 472-3820	EMAIL: blockwood@housingvisions.org		
REQUESTOR CONTACT: Benjamin Lockwood			
ADDRESS: c/o Housing Visions Unlimited, 1201 East Fayette Street			
CITY/TOWN: Syracuse, New York			ZIP CODE: 13210
PHONE: (315) 472-3820	EMAIL: blockwood@housingvisions.org		
REQUESTOR'S CONSULTANT:	CONTACT:		
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR'S ATTORNEY: Bousquet Holstein PLLC	CONTACT: Philip S. Bousquet		
ADDRESS: 110 West Fayette Street Ste 1000			
CITY/TOWN: Syracuse, New York			ZIP CODE: 13202
PHONE: (315) 701-6309	EMAIL: pbousquet@bhlawpllc.com		
		Y	N
1. Is the requestor authorized to conduct business in New York State?		<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYS DOS) 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? SEE ATTACHMENT B		<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached? SEE ATTACHMENT C		<input checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? SEE ATTACHMENT D		N/A <input type="radio"/>	<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Existing applicant ADHD REDEV LLC is the sole managing member of the new Requestor. The new Requestor is the beneficial owner of the brownfield site.			

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION	
<i>Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.</i>	
Owner listed below is:	<input type="checkbox"/> Existing Applicant <input checked="" type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant
OWNER'S NAME: Moyer Carriage Lofts Housing Development Fund Corporation (as nominee)	CONTACT: Benjamin Lockwood
ADDRESS: c/o Housing Visions Unlimited, 1201 East Fayette Street	
CITY/TOWN: Syracuse, New York	ZIP CODE: 13210
PHONE: (315) 472-3820	EMAIL: blockwood@housingvisions.org
OPERATOR: new Requestor - Moyer Carriage Lofts, LLC	CONTACT:
ADDRESS:	
CITY/TOWN:	ZIP CODE:
PHONE:	EMAIL:

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION		
<i>Complete this section only if adding new requestor(s). Attach additional pages if necessary.</i>		
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="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.		<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached? See attachment E		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): See attachment A				
<input type="checkbox"/> Prior Owner <input checked="" type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input checked="" type="checkbox"/> Other: <u>Beneficial Owner</u>				
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 checked="" type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES <i>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.</i>								
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):								
<input type="checkbox"/> 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: _____								
<input type="checkbox"/> b. Reduction of property								
PARCELS REMOVED:								
PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE				
TOTAL ACREAGE TO BE REMOVED: _____								
<input type="checkbox"/> 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?				<table style="margin: auto; border: none;"> <tr> <td style="text-align: center; padding: 0 5px;">Y</td> <td style="text-align: center; padding: 0 5px;">N</td> </tr> <tr> <td style="text-align: center; padding: 0 5px;"><input type="radio"/></td> <td style="text-align: center; padding: 0 5px;"><input type="radio"/></td> </tr> </table>	Y	N	<input type="radio"/>	<input type="radio"/>
Y	N							
<input type="radio"/>	<input type="radio"/>							

APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY		
<i>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.</i>		
	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? From ECL 27-1405(31): "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	<input type="radio"/>	<input type="radio"/>
5. Is the project and affordable housing project as defined below? From 6 NYCRR 375-3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.	<input type="radio"/>	<input type="radio"/>

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: Moyer Carriage Lofts	BCP SITE CODE: C734151
NAME OF CURRENT APPLICANT(S): ADHV REDEV LLC	
INDEX NUMBER OF AGREEMENT: C734151-03-21	DATE OF ORIGINAL AGREEMENT 03/09/2021

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) NOT APPLICABLE - NEW REQUESTOR IS A LIMITED LIABILITY COMPANY~~

~~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 an Authorized Representative (title) of Moyer Carriage Lofts, 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.

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

Date: 7/27/23 Signature: 

Print Name: Benjamin Lockwood

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)~~ NOT APPLICABLE - EXISTING APPLICANT IS A LIMITED LIABILITY COMPANY

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

Date: 7/27/23 Signature: 

Print Name: Benjamin Lockwood

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 03/09/2021

Signature by the Department:

DATED: 10-19-2023

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:


 David Harrington, Assistant Director
 Division of Environmental Remediation

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

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

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

COVER PAGE

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

SECTION I: CURRENT AGREEMENT INFORMATION

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

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

SECTION II: NEW REQUESTOR INFORMATION

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

Requestor Name

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

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

Requestor, Consultant and Attorney Contact Information

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

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

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

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

Required Attachments for Section II:

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

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

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

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

Owner Name, Address, etc.

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

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

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

Required Attachments for Section III:

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

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

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

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

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

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

Required Attachments for Section IV:

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

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

Property Information on Existing Agreement

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

Addition of Property

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

Reduction of Property

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

Change to address, SBL or metes and bounds description

Provide the new address and tax parcel information.

Total Revised Site Acreage

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

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

Required Attachments for Section V:

1. *For all additions and removal of property:*
 - a. *Site map clearly identifying the existing site boundary and proposed new site boundary*
 - b. *County tax map with the new site boundary clearly identified*
 - c. *USGS 7.5-minute quadrangle map with the site location clearly identified*
2. *For address changes, lot mergers, subdivisions and any other change to the property description:*
 - a. *County tax map with the site boundary and all SBL information clearly identified*
 - b. *USGS 7.5-minute quadrangle map with the site location clearly identified*
 - c. *Approved application for lot merger or apportionment, or the equivalent thereof, as proof from the municipality of the SBL change(s)*

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

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

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

Required Attachments for NYC Site Supplement:

- 1. For sites located all or partially in an En-zone: provide a map with the site boundary clearly identified and the En-zone overlay showing that all or a portion of the site is located within an En-zone. This map must also indicate the census tract number in which the site is located. See [DEC's website](#) for additional information.*
- 2. For affordable housing projects: provide the affordable housing regulatory agreement and any additional relevant information.*
- 3. For renewable energy site projects: for (a) planned renewable energy facilities generating/storing less than twenty-five (25) megawatts, provide a local land use approval; or, for (b) planned renewable energy facilities generating/storing twenty-five (25) megawatts or greater, provide the permit issued by the NYS Office of Renewable Energy Siting.*
- 4. For sites located within a disadvantaged community and a conforming Brownfield Opportunity Area: provide a map with the site boundary clearly identified and the disadvantaged community overlay showing that the site is located within a disadvantaged community.*

PART II: BROWNFIELD CLEANUP PROGRAM AMENDMENT

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

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

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

**Attachments for Application to Amend Brownfield Cleanup Agreement
Moyer Carriage Lofts – C734151**

Exhibit A – Nominee Agreement

Exhibit B – NYS DOS Entity Information

Exhibit C – Authorized Resolution of Moyer Carriage Lofts, LLC

Exhibit D – Organization Chart for Moyer Carriage Lofts, LLC

Exhibit E – Statement of Volunteer Status

EXHIBIT A
Nominee Agreement

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART-VAL

Return To :
BOND SCHOENECK & KING
PICK UP BOX

Method Returned : MAIL

First PARTY 1

MOYER CARRIAGE LOFTS HOUSING DEVELOPMENT FUND CORPORATION

First PARTY 2

MOYER CARRIAGE LOFTS LLC

Index Type : Land Records

Instr Number : 2022-00015149

Book : Page :

Type of Instrument : Declaration

Type of Transaction : Deed Misc Wo Tp584

Recording Fee: \$80.50

Recording Pages : 8

The Property affected by this instrument is situated in Syracuse, in the County of Onondaga, New York

Recorded Information

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 04/13/2022

At (Recorded Time) : 10:03:24 AM



Doc ID - 047195930008

Lisa Dell, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: RSWEENIE Printed On : 04/13/2022 At : 10:45:02AM

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS AGREEMENT is made as of the 31st day of March, 2022, by and between **Moyer Carriage Lofts Housing Development Fund Corporation**, a New York not for profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having a mailing address of 1201 East Fayette Street, Syracuse, New York 13210 (the "HDFC") and **Moyer Carriage Lofts, LLC**, a New York limited liability company having its principal offices located at 1201 East Fayette Street, Syracuse, New York 13210 (the "Company").

WITNESSETH:

WHEREAS, the premises described in **Exhibit A** annexed hereto and made a part hereof, and more commonly identified as 1714 North Salina Street and 231 Wolf Street in the City of Syracuse, County of Onondaga and State of New York (the "Property") are being acquired this day by the HDFC solely as nominee legal or record title holder on behalf of the Company, for the development thereon of a residential rental project for persons of low-income (the "Project") in accordance with Article XI; and

WHEREAS, a portion of the development of the Project will be financed by certain loans made or to be made to the Company (the "Loans"); and

WHEREAS, the Company and the HDFC desire that the HDFC hold legal or record title to the Property solely as nominee on behalf of the Company, with the Company retaining all of the equitable and beneficial ownership of the Property and the Project; and

WHEREAS, on the date hereof, pursuant to a deed from the G & K Trucking LLC, the HDFC became the record title owner in fee to the following parcels land identified on **Exhibit A**;

WHEREAS, on or before the date hereof, the HDFC was authorized by its Board of Directors to acquire and hold record ownership to the Property and the Project on behalf of the Company, which shall possess the entire equitable and beneficial ownership interest in the Property and the Project; and

WHEREAS, the parties desire to set forth their agreement and understanding concerning all of the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The HDFC's acceptance of the deed to the Property and its acquisition and holding of legal or record ownership of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of, the Company. Although the HDFC will hold legal or record ownership of the Property, such ownership shall only be as nominee legal or record titleholder on behalf of the Company. As a result, the parties hereby acknowledge and agree that the Company has all of the equitable and beneficial ownership and other interest in the Property, and will have all the equitable and beneficial ownership and other interest in the Project, such that the Company, and not the HDFC shall have an:

RHR: BS+K
Attn: M. Burchill

(a) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;

(b) unconditional obligation to keep the Project in good condition and repair;

(c) unconditional and exclusive right to the possession of the Project;

(d) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project as may be required by the members of the Company and/or any mortgage lenders with respect to the Project;

(e) unconditional obligation to pay all taxes levied on, and assessments made with respect to, the Project;

(f) unconditional and exclusive right to receive rental and any other income from the operation of the Project;

(g) unconditional obligation to pay for all of the capital investment in the Project;

(h) unconditional obligation to pay for all maintenance and operating costs in connection with the Project;

(i) unconditional and exclusive right to include all income earned from the operation of the Project and claim all deductions and credits generated with respect to the Project on its annual federal, state and local tax returns;

(j) unconditional right to develop, lease, sell, operate and manage the Property and Project and the obligation to pay for all costs related thereto;

(k) unconditional right to receive all economic benefits associated with the Project and Property (ie, appreciation and increase in value), including the right to retain all the net proceeds from any sale of refinancing of the Project or Property; and

(l) unconditional and exclusive right to enter into any easement agreements and to grant any and all easements in connection with the development and operation of the Property and the Project.

2. The HDFC hereby agrees at the direction of the Company to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Company a mortgage or mortgages and any similar security interests on the Property, as well as any documents required to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project.

3. The HDFC agrees that all proceeds of any insurance policies received by it which relate to its ownership of the Property shall be received in its capacity as nominee of the Company and shall be immediately deposited in the Company's name in Company accounts.

4. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Company, to execute and deliver to the Company a deed in proper recordable form transferring and conveying to the Company all of the HDFC's right, title and interest in and to the Property. The HDFC hereby unconditionally and unequivocally constitutes and appoints the Company to be its lawful and true agent and attorney-in fact, coupled with an interest, with full power of substitution to either separately or jointly execute and record any such quitclaim deed, and any other documents or instruments required to convey on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed and recorded by the HDFC. The parties agree that HDFC's failure to comply with the provisions of this Paragraph 3 shall cause irreparable harm to the Company for which no adequate remedy at law will be available and, in addition to any other available remedies, the Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 4.

5. Miscellaneous Provisions,

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto,

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties.

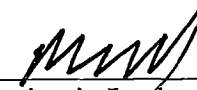
(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section, Such notices shall be deemed to be effective on the date when they are mailed or personally delivered.

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

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

**MOYER CARRIAGE CROSSING HOUSING
DEVELOPMENT FUND CORPORATION**


By: 
Benjamin Lockwood, President

**MOYER CARRIAGE LOFTS, LLC, a New York
limited liability company**


By: ADHV Redev, LLC, a New York
limited liability company, its Sole
Member and Manager

By: Redev CNY, LLC, a New York
limited liability company, its Co-
Manager

By: 
Ryan Bertz, Member

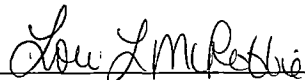
By: 
Stephen Case, Member

By: Housing Visions Consultants, Inc., a
New York corporation, its Co-
Manager

By: 
Benjamin P. Lockwood,
President and CEO

STATE OF NEW YORK)
)
) SS:
COUNTY OF ONONDAGA)

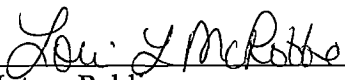
On the 17th day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared BENJAMIN P. LOCKWOOD personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name are subscribed to the within instrument and acknowledged to me that (s)he executed the same in his(her) capacity, and that by his(her) signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public
LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2026

STATE OF NEW YORK)
)
) SS:
COUNTY OF ONONDAGA)

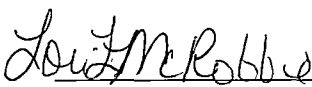
On the 17th day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared RYAN BENZ personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name are subscribed to the within instrument and acknowledged to me that (s)he executed the same in his(her) capacity, and that by his(her) signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public
LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2026

STATE OF NEW YORK)
)
) SS:
COUNTY OF ONONDAGA)

On the 17th day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN CASE personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name are subscribed to the within instrument and acknowledged to me that (s)he executed the same in his(her) capacity, and that by his(her) signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public
LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2026

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York; being Lot 12 and parts of Lots 3, 4 & 11 of City Block 13; said parcel being further shown as Lot 12A on the Resubdivision Plat - Lot 12 and part of Lots 3, 4 & 11 of City Block 13 into New Lot 12A & 12B of City Block 13 prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated June 9, 2020 and revised June 17, 2020, filed in the Onondaga County Clerk's Office as Map 13064 and more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly line of Wolf Street at its intersection with the southwesterly line of Park Street; thence South 28 deg. 15 min. 30 sec. West along said northwesterly line of Wolf Street, a distance of 132.31 feet to a point; thence through the lands now or formerly of G & K Trucking, LLC as described in Book 5206 of Deeds at Page 922 the following three (3) courses and distances: 1.) North 61 deg. 44 min. 30 sec. West a distance of 83.00 feet to a point; thence 2.) South 28 deg. 15 min. 30 sec. West a distance of 32.50 feet to a point; and 3.) South 61 deg. 44 min. 30 sec. East a distance of 83.00 feet to a point on the said northwesterly line of Wolf Street; thence South 28 deg. 15 min. 30 sec. West along said northwesterly line of Wolf Street, a distance of 33.00 feet to a point on the division line between the said lands of G & K Trucking, LLC on the north and the lands now or formerly of the Station No. 4, LLC as described in Book 4230 of Deeds at Page 56 on the south; thence North 61 deg. 45 min. 55 sec. West along said division line, a distance of 98.91 feet to a point on the division line between the said lands of G & K Trucking, LLC on the west and the said lands of Station No. 4, LLC, the lands now or formerly of Paul Byrne as described in Book 3033 of Deeds at Page 44, the lands now or formerly of Nicolas A. Angarano as described in Book 5344 of Deeds at Page 79 & the lands now or formerly of Nicolas A. Angarano as described in Book 5418 of Deeds at Page 286, in part by each, on the east; thence South 28 deg. 15 min. 30 sec. West along said division line, a distance of 197.81 feet to a point on the northeasterly line of North Salina Street; thence North 61 deg. 46 min. 10 sec. West along said northeasterly line of North Salina Street, a distance of 183.88 feet to a point on the southeasterly line of Exchange Street; thence North 28 deg. 12 min. 10 sec. East along said southeasterly line of Exchange Street, a distance of 395.66 feet to a point on the said southwesterly line of Park Street; thence South 61 deg. 45 min. 40 sec. East along the said southwesterly line of Park Street, a distance of 283.24 feet to the Point of Beginning.

The above described parcel of land being Lot 12A as shown on the Resubdivision Plat - Lot 12 and part of Lots 3, 4 & 11 of City Block 13 into New Lot 12A & 12B of City Block 13 prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated June 9, 2020 and revised June 17, 2020, filed in the Onondaga County Clerk's Office as Map 13064.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York; being part of Lot 12 of City Block 13;

said parcel being further shown as Lot 12B on the Resubdivision Plat - Lot 12 and part of Lots 3, 4 & 11 of City Block 13 into New Lot 12A & 12B of City Block 13 prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated June 9, 2020 and revised June 17, 2020, filed in the Onondaga County Clerk's Office as Map 13064 and more particularly bounded and described as follows:

COMMENCING at a point on the northwesterly line of Wolf Street at its intersection with the southwesterly line of Park Street; thence South 28 deg. 15 min. 30 sec. West along said northwesterly line of Wolf Street, a distance of 132.31 feet to the Point of Beginning; thence through the lands now or formerly of G & K Trucking, LLC as described in Book 5206 of Deeds at Page 922 the following three (3) courses and distances: 1.) North 61 deg. 44 min. 30 sec. West a distance of 83.00 feet to a point; thence 2.) South 28 deg. 15 min. 30 sec. West a distance of 32.50 feet to a point; and 3.) South 61 deg. 44 min. 30 sec. East a distance of 83.00 feet to a point on the said northwesterly line of Wolf Street; thence North 28 deg. 15 min. 30 sec. East along said northwesterly line of Wolf Street, a distance of 32.50 feet to the Point of Beginning.

The above described parcel of land being Lot 12B as shown on the Resubdivision Plat - Lot 12 and part of Lots 3, 4 & 11 of City Block 13 into New Lot 12A & 12B of City Block 13 prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated June 9, 2020 and revised June 17, 2020, filed in the Onondaga County Clerk's Office as Map 13064.

EXHIBIT B
NYS DOS Entity Information

Department of State Division of Corporations

Entity Information

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

Entity Details



ENTITY NAME: MOYER CARRIAGE LOFTS, LLC	DOS ID: 5865475
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 10/27/2020	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 10/27/2020	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: ONONDAGA	NEXT STATEMENT DUE DATE: 10/31/2022
JURISDICTION: NEW YORK, 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: MOYER CARRIAGE LOFTS, LLC

Address: C/O HOUSING VISIONS CNSLT. INC, 1201 E. FAYETTE ST., STE. 26, SYRACUSE, NY, UNITED STATES, 13210

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:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share

EXHIBIT C
Authorizing Resolution of
Moyer Carriage Lofts, LLC

**RESOLUTIONS OF MOYER CARRIAGE LOFTS, LLC
BY ADHV REDEV, LLC AS ITS SOLE MANAGER**

The undersigned ADHV REDEV LLC ("Manager") as the managing member and the sole manager of Moyer Carriage Lofts, LLC (the "Company"), hereby adopts the following resolutions as the resolutions of the sole manager of the Company:

WHEREAS, Manager as the sole manager and managing member of the Company has full and exclusive control over the affairs of the Company pursuant to that certain Amended and Restated Operating Agreement of the Company effective March 31, 2022 (the "Agreement") and has the authority to cause the Company to enter into agreements in furtherance of the Company's development project under the New York Brownfield Cleanup Program (the "BCP") at Site number C734151 (the "BCP Site"); and

WHEREAS, the Manager is a Volunteer party to that certain Brownfield Site Cleanup Agreement, Index No. C734151-03-21 which was entered into on or about March 9, 2021 by Manager and the New York State Department of Environmental Conservation ("NYSDEC"), as amended on July 15, 2022 by BCA Amendment #1 ("BCA Amendment #1") to reflect the transfer of nominal ownership of the BCP Site to Moyer Carriage Lofts Housing Development Fund Corporation and of the beneficial ownership of the BCP Site to the Company, all as described in section 2 of BCA Amendment #1 (as so amended, the "BCA"); and

WHEREAS, the Manager intended and intends for the Company to be a Volunteer party to the BCA by submitting an application to amend the BCA in substantially the form attached as Exhibit A to these resolutions (the "BCA Amendment Application").

NOW THEREFORE, the Manager hereby adopts and approves the following resolutions for and on behalf of itself and the Company:

RESOLVED, that the form of the BCA Amendment Application is hereby approved; and it is further

RESOLVED, that the Manager and the Company shall each execute and submit to NYSDEC the BCA Amendment Application in order to add the Company as a Volunteer party to the BCA, and that any of Benjamin P. Lockwood, Christopher Trevisani, or Diana Jakimoski (each an "Authorized Agent") shall be, and each of them hereby is, separately and fully authorized, empowered, and directed to approve the form, terms and conditions of, and to make, execute and deliver in the name and on behalf of the Manager and of the Company, the BCA Amendment Application, and all such other written instruments, documents, certificates, agreements, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, and other instruments of whatever nature, and to do all other acts and things, which in each instance the Authorized Agent shall deem necessary and appropriate to cause the Company to become a Volunteer party to the BCA; and it is further


RESOLVED, that all acts done in the name of, and all applications and documents signed and agreements entered into on behalf of, the Company by any Authorized Agent pursuant to the authority granted by these resolutions shall be binding on the Company until the same is withdrawn by giving written notice thereof; and it is further


RESOLVED, that this written consent may be executed by the signatories hereto in counterparts which together shall constitute one and the same instrument.

Manager:

ADHV REDEV, LLC, a New York limited liability company

By: **Redev CNY, LLC**, co-Manager

By: 
Ryan Benz, Manager
Dated: 7-27, 2023

By: 
Stephen Case, Manager
Dated: 7-27, 2023

By: **Housing Visions Consultants, Inc.**, co-Manager

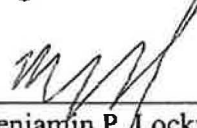
By: 
Benjamin P. Lockwood,
President and CEO
Dated: 7/27/23, 2023

EXHIBIT D
Organization Chart for
Moyer Carriage Lofts, LLC

Moyer Carriage Lofts, LLC

Ownership Structure

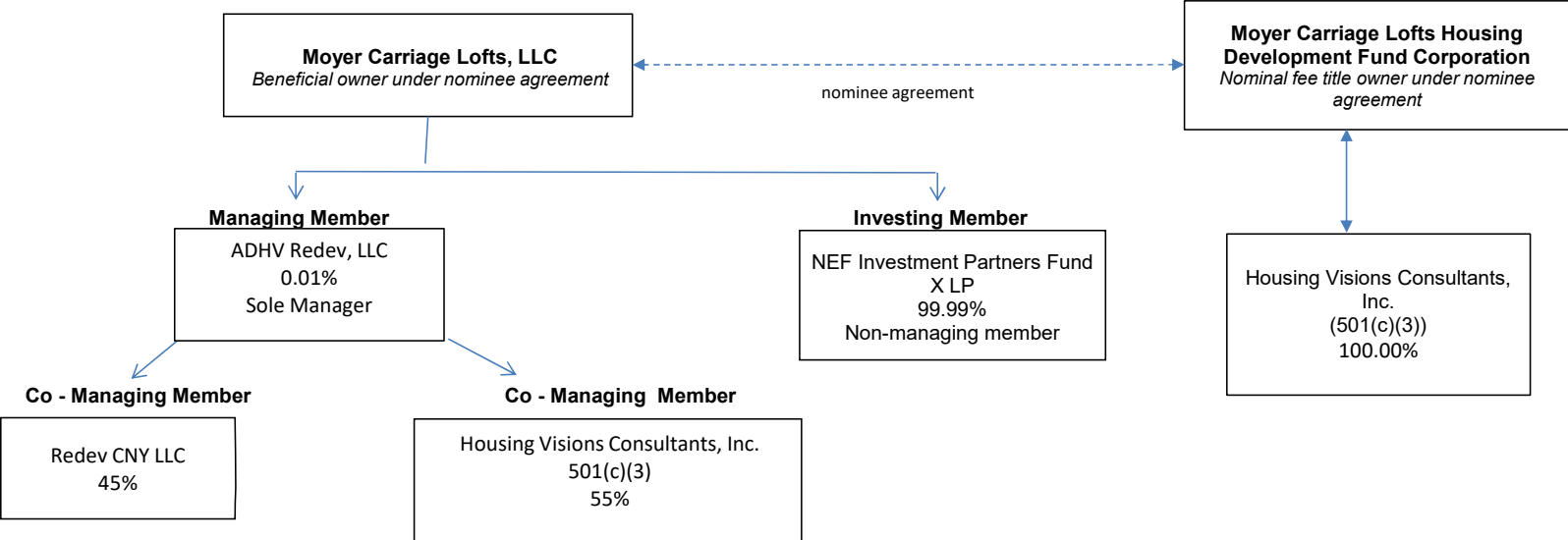


EXHIBIT E
Statement of Volunteer Status

Brownfield Cleanup Program

Application to Amend Brownfield Cleanup Program Agreement and Amendment

New Requestor: Moyer Carriage Lofts, LLC

Statement re Volunteer Status:

Moyer Carriage Lofts, LLC has appropriately answered "no" to all the eligibility questions within Section IV of this application and hereby certifies that it is a volunteer and that any liability arises solely as a result of its beneficial ownership of the site subsequent to the disposal of hazardous waste or discharge of petroleum.

Moyer Carriage Lofts, LLC, being the New Requestor, has and had no current or prior direct or indirect ownership interest or any other interest in any prior owner or operator of the site. New Requestor will acquire its beneficial interest in the site only after this BCA Amendment is executed.

Moyer Carriage Lofts, LLC is a party to a certain nominee agreement with respect to the site and is the beneficial owner of the site. Except in accordance with any work plans approved by the NYS Department of Environmental Conservation under the BCP, Moyer Carriage Lofts, LLC has not undertaken any activity on the site resulting in soil disturbance or otherwise undertaken any activity affecting the soil or groundwater, and has taken appropriate care to ensure that there are no continuing releases of contamination on the site and that there are no threatened future releases of contamination on the site and has prevented human, environmental, or natural resource exposure to any previously released contamination.

As such, Moyer Carriage Lofts, LLC as the New Requestor confirms that its liability will arise solely as a result of taking beneficial ownership and having involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum, and affirms and confirms that New Requestor should be a "Volunteer" as that term is defined in Section 27-1405(1)(b) of the New York Environmental Conservation Law.