



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:



Amendment to modify the existing BCA (check one or more boxes below):



Add applicant(s)



Substitute applicant(s)



Remove applicant(s)



Change in name of applicant(s)



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 ☐ No

b. ☐ Change in ownership ☐ 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 ☐ No Submitted on: _____



Amendment to modify description of the property(ies) listed in the existing BCA



Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA



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.



Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:
Requesting a modification to the existing BCA to add Dunkirk Landing LLC as an additional applicant for the purpose of giving Dunkirk Landing LLC access to the BCP Site to perform environmental investigation and remediation work under the BCP.

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

BCP SITE NAME: 166 East 4th Street	BCP SITE NUMBER: C907051
NAME OF CURRENT APPLICANT(S): Regan Development Corporation	
INDEX NUMBER OF AGREEMENT: C907051-08-24	DATE OF ORIGINAL AGREEMENT: 09/11/24
APPLICANT'S SIGNATORY: Lawrence Regan	

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

NAME: Dunkirk Landing LLC		
ADDRESS: 1055 SAW MILL RIVER ROAD, SUITE 204		
CITY/TOWN: ARDSLEY	ZIP CODE: 10502	
PHONE: (914) 693-6613	EMAIL: Larry@regandevelopment.com	
REQUESTOR CONTACT: Lawrence Regan		
ADDRESS: 1055 SAW MILL RIVER ROAD, SUITE 204		
CITY/TOWN: ARDSLEY	ZIP CODE: 10502	
PHONE: (914) 693-6613	EMAIL: Larry@regandevelopment.com	
REQUESTOR'S CONSULTANT: PVE LLC	CONTACT: Conor Tarbell	
ADDRESS: 48 Springside Avenue		
CITY/TOWN: Poughkeepsie	ZIP CODE: 12603	
PHONE: (845) 454-2544	EMAIL: ctarbell@pve-llc.com	
REQUESTOR'S ATTORNEY: Bousquet Holstein, PLLC	CONTACT: Michael W. Tyszko	
ADDRESS: 110 West Fayette Street, One Lincoln Center, Suite 1000		
CITY/TOWN: Syracuse	ZIP CODE: 13202	
PHONE: (315) 701-6366	EMAIL: MTyszko@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 (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?	<input 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?	N/A <input type="radio"/>	<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: New Requester is a single purpose entity formed for the purposes of remediating and redeveloping the BCP Site. It is seeking access to the BCP Site to perform environmental investigation and remediation work under the BCP.		

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

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

Owner listed below is: ☐ Existing Applicant ☐ New Applicant ☐ Non-Applicant

OWNER'S NAME:

CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

OPERATOR:

CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

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

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

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

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

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

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

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

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

Y



N



SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

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

5. Property information for parcels being added to the BCA

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

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

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

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

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

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

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

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

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

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input 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 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"/>
<p>4. Is the property upside down as defined below?</p> <p>From ECL 27-1405(31):</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>	<input type="radio"/>	<input type="radio"/>
<p>5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u></p> <p>Are the parcels being added underutilized as defined below?</p> <p>From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application):</p> <p>375-3.2:</p> <p>(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and</p> <p>(1) the proposed use is at least 75 percent for industrial uses; or</p> <p>(2) at which:</p> <p>(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;</p> <p>(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and</p> <p>(iii) one or more of the following conditions exists, as certified by the applicant:</p> <p>(a) property tax payments have been in arrears for at least five years immediately prior to the application;</p> <p>(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or</p> <p>(c) there are no structures.</p> <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>	<input type="radio"/>	<input type="radio"/>

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

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

BCP SITE NAME: 166 East 4th Street

BCP SITE NUMBER: C907051

NAME OF CURRENT APPLICANT(S): Regan Development Corporation

INDEX NUMBER OF AGREEMENT: C907051-08-24

DATE OF ORIGINAL AGREEMENT: 09/11/24

Declaration of Amendment:

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

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

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am an Authorized Agent (title) of Dunkirk Landing 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.

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

Date: 8/11/25 Signature: _____Print Name: Lawrence Regan obo Dunkirk Landing LLC

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am the President (title) of Regan Development Corporation (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. Lawrence Regan's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 8/11/25 Signature: _____Print Name: Lawrence Regan obo Regan Development Corporation**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

**PARTICIPANT**

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

**VOLUNTEER**

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

Effective Date of the Original Agreement: 09/11/24

Signature by the Department:

DATED: 9/22/2025NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

David HarringtonDavid Harrington, Assistant Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

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

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

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

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

COVER PAGE

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

SECTION I: CURRENT AGREEMENT INFORMATION

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

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

SECTION II: NEW REQUESTOR INFORMATION

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

Requestor Name

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

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

Requestor, Consultant and Attorney Contact Information

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

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

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

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

Required Attachments for Section II:

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

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

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

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

Owner Name, Address, etc.

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

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

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

Required Attachments for Section III:

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

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

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

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

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

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

Required Attachments for Section IV:

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

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

Property Information on Existing Agreement

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

Addition of Property

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

Reduction of Property

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

Change to address, SBL or metes and bounds description

Provide the new address and tax parcel information.

Total Revised Site Acreage

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

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

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

Required Attachments for Section V:

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

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

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

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

Required Attachments for NYC Site Supplement:

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

PART II: BROWNFIELD CLEANUP PROGRAM AMENDMENT

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

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

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

EXHIBIT A

Entity Information

An official website of New York State.
[Here's how you know](#) ▼



Department of State Division of Corporations

Entity Information

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

Entity Details

ENTITY NAME: DUNKIRK LANDING LLC

DOS ID: 7564792

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 03/20/2025

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 03/20/2025

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: WESTCHESTER

NEXT STATEMENT DUE DATE: 03/31/2027

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: DUNKIRK LANDING LLC

Address: 1055 SAW MILL RIVER ROAD, SUITE 204, ARDSLEY, NY, UNITED STATES, 10502

Electronic Service of Process on the Secretary of State as agent: 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:****Farmcorplag****Is The Entity A Farm Corporation: NO****Stock Information****Share Value****Number Of Shares****Value Per Share**[Agencies](#)[App Directory](#)[Counties](#)[Events](#)[Programs](#)[Services](#)

EXHIBIT B

Authorized Resolution

AUTHORIZED RESOLUTION OF THE MANAGING MEMBER OF
DUNKIRK LANDING LLC

August 8, 2025

WHEREAS the undersigned, being the sole Managing Member of DUNKIRK LANDING LLC, and acting pursuant to the authority granted in §4.1.1 and §4.1.3. of the Operating Agreement, adopted on March 20th, 2025, hereby authorizes the adoption of, and certifies, the following Resolutions:

RESOLVED, that Dunkirk Landing Associates LLC, the sole managing member of Dunkirk Landing Manager LLC ("Member"), itself the sole managing member of DUNKIRK LANDING LLC, has authorized and directed the approval and adoption of this Authorized Resolution by way of an authorized resolution a copy of which is attached as **Exhibit A**, with such resolution itself directed and approved by way of a unanimous written consent of the managing members of Dunkirk Landing Associates LLC a copy of which is attached hereto as **Exhibit B**; and be it further

RESOLVED, that Lawrence Regan ("Authorized Person"), is hereby duly appointed representative of DUNKIRK LANDING LLC and is authorized, directed and empowered, acting alone, in the name or on behalf of DUNKIRK LANDING LLC, to execute the Brownfield Cleanup Program ("BCP") Application, the brownfield site cleanup agreement with Index No. C907042-10-23, and any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property located at Washington, East Second and Park Streets, Chautauqua County, Dunkirk, NY 14048, identified with DER Site No. C907042; and be it further

RESOLVED, that the Authorized Person, is hereby duly appointed representative of DUNKIRK LANDING LLC and is authorized, directed and empowered, acting alone, in the name or on behalf of DUNKIRK LANDING LLC, to execute the Brownfield Cleanup Program ("BCP") Application, the brownfield site cleanup agreement with Index No. C907051-08-24, and any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property located at 166 East 4th Streets, Chautauqua County, Dunkirk, NY 14048, identified with DER Site No. C907051; and be it further

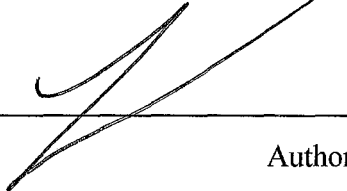
RESOLVED, that the Authorized Person, is hereby authorized, empowered and directed to take all such action on behalf of DUNKIRK LANDING LLC as he may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions; and be it further

RESOLVED, that any acts of any officer of the limited liability company and of any persons designated and authorized to act by any such officer of DUNKIRK LANDING LLC, including without limitation those of the Authorized Person, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as acts of DUNKIRK LANDING LLC.

[Signature Appears on the Following Page.]

IN WITNESS WHEREOF, the undersigned has executed this Authorized Resolution as of the date first set forth above.

**LAWRENCE REGAN O/B/O
DUNKIRK LANDING MANAGER LLC**



Authorized Person

EXHIBIT A

**Authorized Resolution of Managing
Member of
DUNKIRK LANDING MANAGER LLC**

AUTHORIZED RESOLUTION OF THE MANAGING MEMBER OF
DUNKIRK LANDING MANAGER LLC

August 8, 2025

WHEREAS The undersigned, being the sole Managing Member of DUNKIRK LANDING MANAGER LLC, having provided prior written notice to its members, and acting pursuant to the authority granted in §4.1.1 and §4.1.3 of the Operating Agreement, adopted March 20th, 2025, hereby authorizes the adoption of, and certifies, the following Resolutions:

RESOLVED, that the board of managing members of Dunkirk Landing Associates LLC ("Member"), the sole managing member of DUNKIRK LANDING MANAGER LLC, has authorized and directed the approval and adoption of this Authorized Resolution by way of a Unanimous Written Consent; and be it further

RESOLVED, that Lawrence Regan ("Authorized Person"), is hereby duly appointed representative of DUNKIRK LANDING MANAGER LLC and is authorized, directed and empowered, acting alone, in the name or on behalf of DUNKIRK LANDING MANAGER LLC, to execute the Brownfield Cleanup Program ("BCP") Application, the brownfield site cleanup agreement with Index No. C907042-10-23, and any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property located at Washington, East Second and Park Streets, Chautauqua County, Dunkirk, NY 14048, identified with DER Site No. C907042; and be it further

RESOLVED, that the Authorized Person, is hereby duly appointed representative of DUNKIRK LANDING MANAGER LLC and is authorized, directed and empowered, acting alone, in the name or on behalf of DUNKIRK LANDING MANAGER LLC, to execute the BCP Application, the brownfield site cleanup agreement with Index No. C907051-08-24, and any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property located at 166 East 4th Streets, Chautauqua County, Dunkirk, NY 14048, identified with DER Site No. C907051; and be it further

RESOLVED, that the Authorized Person, is hereby authorized, empowered and directed to take all such action on behalf of DUNKIRK LANDING MANAGER LLC as he may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions; and

be it further

RESOLVED, that any acts of any officer of the limited liability company and of any persons designated and authorized to act by any such officer of DUNKIRK LANDING MANAGER LLC, including without limitation those of the Authorized Person, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as acts of DUNKIRK LANDING MANAGER LLC.

[Signature Appears on the Following Page.]

IN WITNESS WHEREOF, the undersigned has executed this Authorized Resolution
as of the date first set forth above.

**LAWRENCE REGAN O/B/O
DUNKIRK LANDING ASSOCIATES LLC**

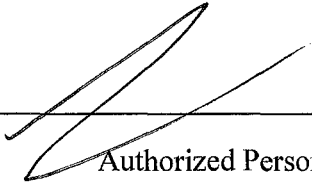

Authorized Person

EXHIBIT B

**Unanimous Written Consent of the Board of Managing Members of
DUNKIRK LANDING ASSOCIATES LLC**

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGING
MEMBERS OF DUNKIRK LANDING ASSOCIATES LLC**

August 8, 2025

WHEREAS The undersigned, being the managing members of DUNKIRK LANDING ASSOCIATES LLC, acting pursuant to the authority granted in §2.7.1 and §2.7.7 of the Operating Agreement dated March 20th, 2025, hereby unanimously consent to the adoption of, and certify, the following Resolutions in lieu of a meeting thereof:

RESOLVED, that Kenneth Regan, and Lawrence Regan, the managing members of DUNKIRK LANDING ASSOCIATES LLC, have authorized and directed the approval and adoption of this Unanimous Written Consent; and be it further

RESOLVED, that Lawrence Regan ("Authorized Person"), is hereby duly appointed representative of DUNKIRK LANDING ASSOCIATES LLC and is authorized, directed and empowered, acting alone, in the name or on behalf of DUNKIRK LANDING ASSOCIATES LLC to execute the Brownfield Cleanup Program ("BCP") Application, the brownfield site cleanup agreement with Index No. C907042-10-23, and any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property located at Washington, East Second and Park Streets, Chautauqua County, Dunkirk, NY 14048, identified with DER Site No. C907042; and be it further

RESOLVED, that the Authorized Person, is hereby duly appointed representative of DUNKIRK LANDING ASSOCIATES LLC and is authorized, directed and empowered, acting alone, in the name or on behalf of DUNKIRK LANDING ASSOCIATES LLC to execute the Brownfield Cleanup Program ("BCP") Application, the brownfield site cleanup agreement with Index No. C907051-08-24, and any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property located at 166 East 4th Streets, Chautauqua County, Dunkirk, NY 14048, identified with DER Site No. C907051; and be it further

RESOLVED, that the Authorized Person, is hereby authorized, empowered and directed to take all such action on behalf of DUNKIRK LANDING ASSOCIATES LLC, as he may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions; and be it further

RESOLVED, that any acts of any officer of the limited liability company and of any persons designated and authorized to act by any such officer of DUNKIRK LANDING ASSOCIATES LLC, including without limitation those of the Authorized Person, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as acts of DUNKIRK LANDING ASSOCIATES LLC.

[Signatures Appear on the Following Page.]

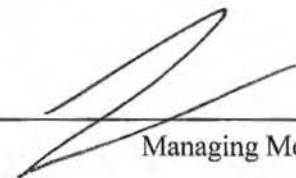
IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent as of the date first set forth above.

Kenneth Regan



Managing Member

Lawrence Regan



Managing Member

EXHIBIT C

Operating Agreement

DUNKIRK LANDING LLC

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") of **DUNKIRK LANDING LLC** (the "Company") is adopted, executed, and agreed to as of this 20th day of March, 2025 by **DUNKIRK LANDING MANAGER LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having an address at 1055 Saw Mill River Road, Suite 204, Ardsley, New York 10502, as the sole member (the "Member").

Article I

Formation and Name; Office; Purpose; Term

1.1. *Organization.* The Member is organizing a limited liability company pursuant to the New York Limited Liability Company Law, as amended from time to time (the "Law"), and pursuant to the provisions of this Agreement and, for that purpose, has caused the Articles of Organization to be prepared, executed, and filed with the New York Department of State on March 20, 2025, and such Articles of Organization remain in full force and effect.

1.2. *Name of the Company.* The name of the Company shall be Dunkirk Landing LLC. The Company may do business under that name and under any other name or names upon which the Member decides. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a certificate as required by General Business Law §130.

1.3. *Purpose.* The Company is formed for any lawful business purpose or purposes permitted under the Law.

1.4. *Term.* The Company shall have a perpetual existence, unless its existence is sooner terminated pursuant to Article VII of this Agreement.

1.5. *Registered Agent.* The Company shall not have a registered agent.

1.6. *Members.* The name and present mailing address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Dunkirk Landing Manager LLC	1055 Saw Mill River Road Suite 204 Ardsley, New York 10502

1.7 *Principal Place of Business.* The principal place of business of the Company within the State of New York shall be 1055 Saw Mill River Road, Suite 204, Ardsley, New York 10502. The Company may establish any other places of business as the Member may from time to time deem advisable.

Article II
Member; Capital; Capital Account

2.1. *Initial Capital Contribution.* Upon the execution of this Agreement, the Member is contributing to the Company cash in the amount of \$100.00.

2.2. *No Additional Capital Contributions Required.* The Member shall not be required to contribute any additional capital to the Company. The Member shall not have any personal liability for any debt, obligation or liability of the Company.

2.3. *No Interest on Capital Contributions.* The Member shall not be paid interest on its Capital Contribution.

2.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, the Member shall not have the right to receive any return of its Capital Contribution.

2.5. *Form of Return of Capital.* If the Member is entitled to receive a return of its Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Member in return of the Capital Contribution.

2.6. *Loans.* The Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms as determined by the Member.

2.7 *Capital Accounts.* A capital account shall be maintained for the Member, which capital account shall be increased by the value of each Capital Contribution made by the Member, allocations to the Member of any profit and any other allocations to the Member of income pursuant to the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute (the "Code"). The Member's capital account will be decreased by the value of each distribution made to the Member by the Company, allocations to the Member of any losses and other allocations to the Member pursuant to the Code.

2.8 *Deficit Capital Account.* Except as otherwise required by the Law, the Member shall have no liability to restore all or any portion of a deficit balance in his capital account.

Article III
Profit, Loss, and Distributions

3.1. *Distributions of Cash Flow.* The Member may, from time to time, take distributions from the Company at such times and in such amounts as determined by the Member. Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.

3.2 *Accounting Period.* The Company's fiscal year shall be the calendar year with an ending date of December 31.

3.3 *Books and Records.* The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Law and such books and records shall be kept at the Company's principal place of business.

Article IV **Management: Rights, Powers, and Duties**

4.1. *Management.*

4.1.1. The Company shall be managed by the Member as the managing member of the Company. The Member shall have the full and exclusive right and power to act for and bind the Company.

4.1.2. The Member may cause the Company to employ and retain such other persons as may be necessary or appropriate for the conduct of the Company's business, on such terms as the Member shall determine, including persons who may be designated as officers. The officers of the Company shall have the titles, powers and duties delegated to them by the Member. Any number of titles may be held by the same officer.

4.1.3. The Member shall have the power and authority to delegate his or her right and power to manage and control the business and affairs of the Company to one or more other persons (including one or more committees, managers and agents, employees and/or affiliates of a manager), including delegation by management agreement or other arrangement.

4.2. *Liability and Indemnification.*

4.2.1 Except as otherwise provided by law, no Member shall be liable, responsible or accountable in any way for damages or otherwise to the Company or to any of the Members for any act or failure to act pursuant to this Agreement or otherwise unless there is a judicial determination that (i) such person acted in bad faith; (ii) the conduct of such person constituted intentional misconduct or a knowing violation of law; (iii) such person gained a financial benefit to which he or she was not legally entitled; or (iv) such person failed to perform his or her duties, specifically with respect to distributions under Section 508(a) of the Law, in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

4.2.2. The Company shall indemnify, defend and hold harmless the Member and any delegate, employee, or officer of the Member (severally, the "Indemnatee" and collectively, the "Indemnitees"), from and against any claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, without limitation, reasonable fees and disbursements of counsel and other professionals) arising out of or in connection with any act or failure to act by an Indemnatee pursuant to this Agreement, or the business and affairs of the Company, to the fullest extent permitted by law; provided, however, that an Indemnatee shall not be entitled to indemnification hereunder if there is a judicial determination that (a) such Indemnatee's actions or omissions to act were made in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated; or (b) such Indemnatee personally gained a financial benefit to which the Indemnatee was not legally entitled.

Article V
Transfers of Interest

5.1. *Transfers.* The Member may transfer in whole or in part its interest in the Company.

Article VI
Admission of Additional Members

6.1. *Admission of Additional Members.* The Member may admit one or more additional members to the Company.

Article VII
Dissolution, Liquidation, and Termination of the Company

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. upon the consent of the Member;

7.1.2. upon the dissolution of the Member; or

7.1.3. upon the entry of a decree of judicial dissolution under Section 702 of the Law.

7.2 *Winding up.* Upon the dissolution of the Company, the Member may, in the name of and for and on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute the Member any remaining assets of the Company.

7.3 *Articles of Dissolution.* Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time that there are no members, articles of dissolution shall be filed with the New York Secretary of State pursuant to the Law.

7.4 *Termination.* Upon completion of the dissolution, winding up, liquidation and distribution of the assets of the Company, the Company shall be deemed terminated.

Article VIII
Taxes

8.1 *Tax Returns.* The Member shall cause to be prepared and filed all necessary Federal and state income tax returns for the Company.

8.2 *Partnership Representative.* The Member shall constitute the "Partnership Representative" under Section 6223 of Chapter 63 of the Code, and shall take any and all action

required under the Code or any treasury regulations promulgated under the Code, as in effect from time to time, to designate itself the Partnership Representative. The Company may engage accountants and legal counsel to assist the Partnership Representative in discharging his duties hereunder.

Article IX General Provisions

9.1. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

9.2. *Article and Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.3. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.4. *Headings.* The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

9.5. *Binding.* Subject to Section 5.1 and any other provisions of this Agreement relating to transferability, this Agreement shall be binding upon and inure to the benefit of all Members, and their respective successors and assigns.

9.6. *Execution.* This Agreement may be executed by facsimile, electronic signature or PDF, which for all purposes is to be deemed an original.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Member has executed, or caused this Agreement to be executed as of the date set forth hereinabove.

MEMBER:

DUNKIRK LANDING MANAGER LLC

By: Dunkirk Landing Associates LLC,
its Managing Member

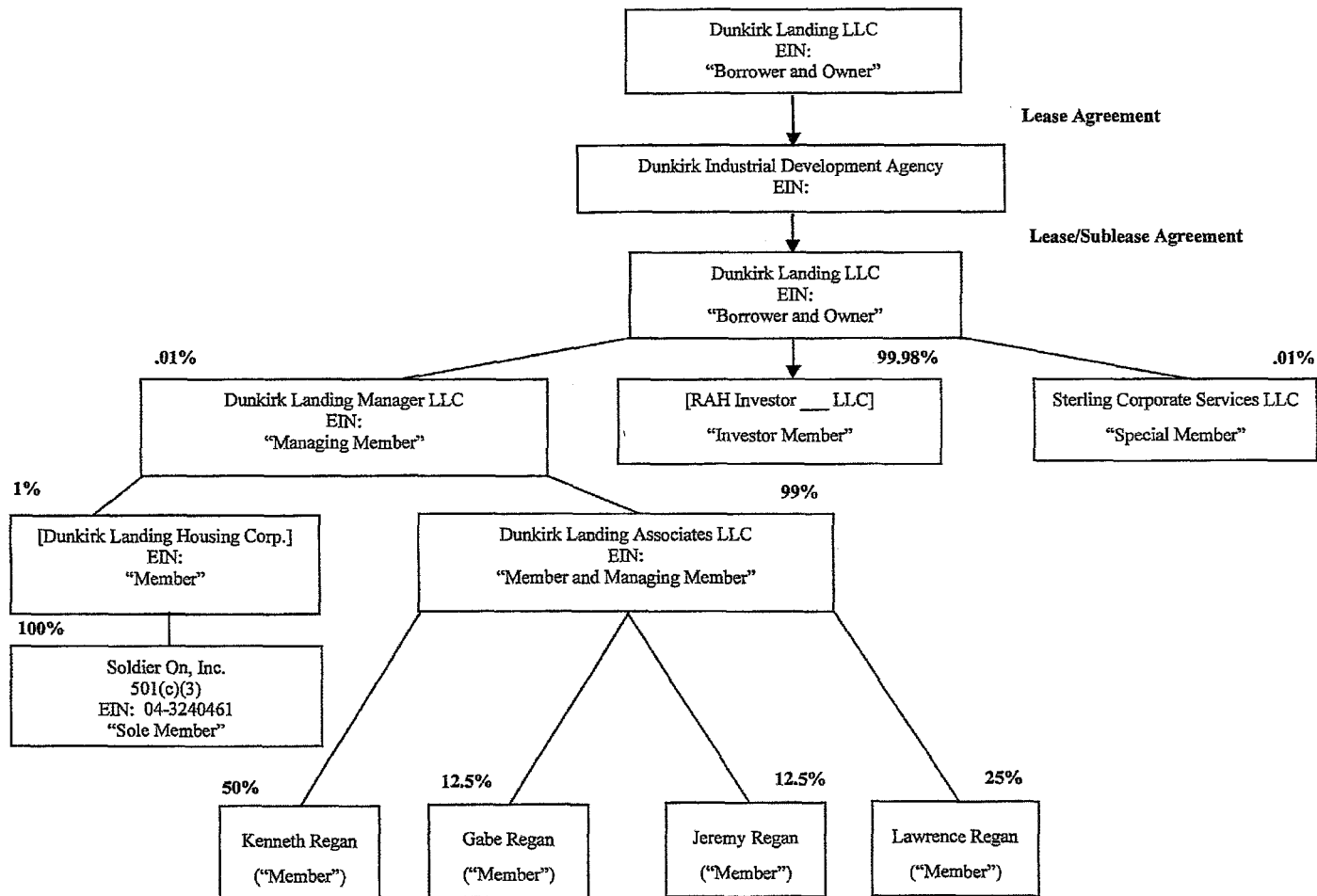
By: _____

Name: Lawrence Regan
Title: Managing Member

EXHIBIT D

Organization Chart

DUNKIRK LANDING – ORGANIZATIONAL CHART



Note* The above chart reflects the anticipated organizational structure at financial closing, which is not expected to take place until after the BCP Application to Amend BCA and Amendment.

EXHIBIT E

Volunteer Statement

**Brownfield Cleanup Program
("BCP")
Application to Amend Brownfield Cleanup Agreement and Amendment**

New Requestor: Dunkirk Landing LLC

Statement re Volunteer Status:

Dunkirk Landing 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 their involvement as a special purpose entity for the purpose of administering tax credits under the BCP, gaining access to the BCP Site to perform environmental investigation and remediation work under the BCP, and having involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

Dunkirk Landing LLC, being the New Requestor, has no current or prior, direct or indirect, ownership interest, or any other interest, in any prior owner or operator of the site. The New Requestor is seeking access to the BCP Site to perform environmental investigation and remediation work under the BCP. Except in accordance with any work plans approved by the NYS Department of Environmental Conservation under the BCP, the New Requestor has not undertaken and will not undertake 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, Dunkirk Landing LLC, as the New Requestor, confirms that its liability will arise solely as a result of their involvement as single purpose entity formed for the purposes of remediating and redeveloping the BCP Site, gaining access to the BCP Site to perform environmental investigation and remediation work under the BCP, 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.

EXHIBIT F

Site Access Agreement

Dunkirk Landing LLC
1055 Saw Mill River Road, Suite 204
Ardsley, New York 10502

**Re: Site Access Request to Perform Brownfield Cleanup
Program Work NYSDEC Site No. C907051
Regan Development Corporation
1055 Saw Mill River Road, Suite 204
Ardsley, NY 10502**


To Regan Development Corporation:

Regan Development Corporation submitted a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation ("NYSDEC") on April 30, 2024, to voluntarily investigate and remediate the 166 East 4th Street Site located at 166 East 4th Street, Chautauqua County, Dunkirk, NY 14048 and assigned NYSDEC Site No. C907051 (the "BCP Site"). Regan Development Corporation then executed a Brownfield Cleanup Agreement ("BCA") with NYSDEC on September 11, 2024, Index No. C907051-08-24. As the BCP Site owner, we need Regan Development Corporation's written permission below to access the BCP Site for the purpose of performing the environmental investigation and remediation work under the BCA and necessary for compliance with the BCP and for Dunkirk Landing LLC to become a volunteer applicant party on the BCA.

To the extent an environmental easement is required for the BCP Site after the remediation is complete, you are also herein giving us permission to place an environmental easement on the BCP Site to give NYSDEC access to ensure the BCP Site is properly maintained pursuant to all BCP requirements, and if Regan Development Corporation still owns the BCP Site at the time the easement needs to be recorded that Regan Development Corporation will execute the easement.

Thank you for your cooperation.

Sincerely,



Dunkirk Landing LLC
By: Lawrence Regan o/b/o
Dunkirk Landing Management LLC

As the President of the BCP Site owner, I am authorized to grant this temporary license and agree to allow Dunkirk Landing LLC and its agents to enter the above described Regan Development Corporation property to perform the BCP investigation and/or remediation work required thereon.



Regan Development Corporation
By: Lawrence Regan, President

EXHIBIT G

**60-Day Advance Notification of
Site Change of Use**

May 2025



Department of
Environmental
Conservation

60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

SUBMITTAL INSTRUCTIONS:

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to DERSiteControl@dec.ny.gov. Print to pdf before submitting.

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # C907051."

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:

Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

Section I: Property Information

Site Name: 166 East 4th Street

DEC Site #C907051

Site Address: 166 East 4th Street, Chautauqua County, Dunkirk, NY 14048

Section II: Contact Information Person Submitting Notification

Name: Michael W. Tyszko

Address 1: 110 West Fayette Street, One Lincoln Center, Suite 1000

Address 2: Syracuse, NY 13202

Phone: (315) 701-6366

E-mail: MTyszko@bhlawpllc.com

Section III: Type of Change and Date

☐ Change of Ownership

☒ Change of Remedial Parties add Dunkirk Landing LLC as a new Volunteer New Requester to perform environmental investigation and remediation work.

☐ Transfer of Certificate of Completion

☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy)

Section IV: Description of Proposed Change (Required)

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

New Requester is a single purpose entity formed for the purposes of remediating and redeveloping the BCP Site. It is seeking access to the BCP Site to perform environmental investigation and remediation work under the BCP.

Section V: Certification Statement

Where the change 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)(4)(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)

(Date)

LAWRENCE REGAN

(Print Name)

Address1: **1055 SAW MILL RIVER ROAD, SUITE 204**

Address2: **ARDSLEY, NY 10502**

Phone: **(914) 693-6613** Email: **Larry@reganddevelopment.com**

Section 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 Environment Easement, Deed Restriction, or Site Management Plan subject to 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: Dunkirk Landing LLC

Address:1 1055 SAW MILL RIVER ROAD, SUITE 204

Address2: ARDSLEY, NY 10502

Phone: (914) 693-6613 Email: Larry@reganddevelopment.com

Cert. Party Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

Section VII: Agreement to Notify DEC After Transfer

If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at [Initial Notice And Transfer Of Certificate Of Completion - NYSDEC](#). This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

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) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form [Initial Notice And Transfer Of Certificate Of Completion - NYSDEC](#).

Name: _____
(Signature) (Date)

(Print Name)

Address1: _____

Address2: _____

Phone: _____ Email: _____

Continuation Sheet (if needed for multiple owners, representatives, or remedial parties)

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____



Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

Please submit via Site Control Dropbox [Request an Invitation](#)

In the "Title" field, please include the following: "Change of Use – Site Name, Site #

OR, if file size permits, by email to DERSiteControl@dec.ny.gov

Section I

Description

Site Name

Official DEC site name.

(see <http://www.dec.ny.gov/cfm/externalapps/derexternal/index.cfm?pageid=3>)

DEC Site ID No.

DEC site identification number.

Section II

Contact Information of Person Submitting Notification

Name

Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.

Address1

Street address or P.O. box number of the person submitting notification.

Address2

City, state and zip code of the person submitting notification.

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

Section III

Type of Change and Date

Check Boxes

Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.

Proposed Date of Change

Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

Section IV

Description

Description

For each change checked in Section III, describe the proposed change. Provide all applicable maps, drawings, and/or parcel information.

If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site.

Please attach additional sheets, if needed.

Section	Certification
---------	---------------

This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of

Name	The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.
Address	Owner or designated representative's street address or P.O. Box
Address	Owner or designated representative's city, state and zip
Phon	Owner or designated representative's phone
E-Mail	Owner or designated representative's E-

Section	Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)
---------	---

Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional

Name	Name of Prospective Owner, Prospective Remedial Party or Prospective Owner
Address	Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Address	City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Phon	Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
E-Mail	E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.

Certifying Party Name	Name of Certifying
Address	Certifying Party's street address or P.O. Box
Address	Certifying Party's city, state and zip
Phone	Certifying Party's Phone
E-Mail	Certifying Party's E-mail

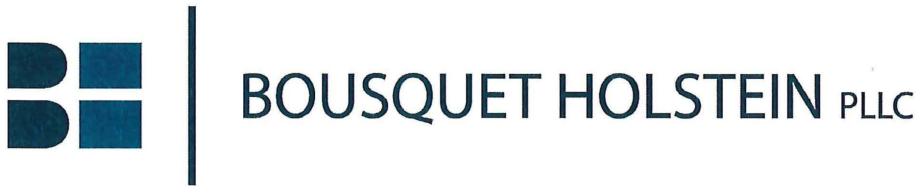
Section VII Agreement to Notify DEC After Property Transfer/Sale

This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>

Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.

Name	Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.
Address1	Current owner's street address.
Address2	Current owner's city, state and zip

code.



110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

August 11, 2025

Via email: DERsitecontrol@dec.ny.gov

Ms. Kelly A. Lewandowski
Chief, Site Control Section NYSDEC – Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

**Re: Application to Amend Brownfield Cleanup Agreement to Add Party
NYSDEC BCP Site No. C907051
Site Name: 166 East 4th Street**

Dear Ms. Lewandowski,

Please find attached an application to amend the Brownfield Cleanup Agreement ("BCA") for the above-referenced brownfield site (NYSDEC Site No. C907051, or "BCP Site") to add Dunkirk Landing LLC (the "New Requestor"), as a party to the BCA. The requested amendment will be Amendment No. 1 to the BCA.

Enclosed with application, please find the following supporting documents: entity information of New Requestor; authorized resolution of New Requestor; Organization Chart of New Requestor; Volunteer Statement of New Requestor, Site Access Agreement, and 60-Day Advance Notification of Site Change of Use.

On behalf of the Applicant and the New Requestor, we respectfully request that the Department approves the attached application. Please do not hesitate to contact me with any questions. Thank you for your consideration of this matter.

Very truly yours,

BOUSQUET HOLSTEIN PLLC

Nicholas R. Schmitt

NRS/nrs

cc: Regan Development Corporation, Applicant
Dunkirk Landing LLC, New Requestor
Michael W. Tyszko
Sylvia Espinosa



Kelly A. Lewandowski
August 11, 2025
Page 2

List of Documentation

1. Brownfield Cleanup Program ("BCP") Application to Amend Brownfield Cleanup Agreement and Amendment – the submitted version was last Revised in June 2025.

Exhibits

- A. Entity Information
- B. Authorized Resolution
- C. Operating Agreement
- D. Organization Chart
- E. Volunteer Statement
- F. Site Access Agreement
- G. 60-Day Advance Notification of Site Change of Use