

NYSDEC BCP APPLICATION FORMER PILGRIM VILLAGE SUBLOT 3

951 ELLICOTT STREET
BUFFALO, ERIE COUNTY, NEW YORK



Prepared for:

Pilgrim Village Ventures LLC
150 Myrtle Avenue, Floor 2
Brooklyn, NY 11201

Prepared by:



960 Busti Ave Suite B-150
Buffalo, New York, 14213

Revised September 2025

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Phase II ESA, Pilgrim Village – Sublots 3 and 5, 903 and 951 Ellicott Street, Buffalo, New York, March 31, 2023, LaBella

Phase I ESA, Pilgrim Village – Sublot 3, 951 Ellicott Street, Buffalo, New York, June 2024, LaBella.



SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. *OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.

a. VIA SITE CONTROL DROPBOX:

- [Request an invitation](#) to upload files to the Site Control submittal dropbox.
- In the “Title” field, please include the following: “New BCP Application - *Proposed Site Name*”.
- 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.
- Application packages submitted through third-party file transfer services will not be accepted.

b. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- 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

SITE NAME: **Former Pilgrim Village Sublot 3**

Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C915415

☒

Yes

☐

No



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 16.1 – March 2025

SECTION I: Property Information

PROPOSED SITE NAME **Former Pilgrim Village Sublot 3**

ADDRESS/LOCATION **951 Ellicott Street**

CITY/TOWN **Buffalo**

ZIP CODE **14209**

MUNICIPALITY (LIST ALL IF MORE THAN ONE) **Buffalo**

COUNTY **Erie**

SITE SIZE (ACRES) **1.8**

LATITUDE

LONGITUDE

42° 54' 12.8" 78° 51' 55.6"

Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS. See Figures 1 and 2

Parcel Address	Section	Block	Lot	Acreage
951 Ellicott Street	100.71	3	80	1.8

- | | | |
|--|------------------------------------|------------------------------------|
| 1. Do the proposed site boundaries correspond to tax map metes and bounds?
If no, please attach an accurate map of the proposed site including a metes and bounds description. See Figure 3 | <input checked="" type="radio"/> Y | <input type="radio"/> N |
| 2. Is the required property map, provided in electronic format, included with the application?
(Application will not be processed without a map) See Figures 4 and 5 | <input checked="" type="radio"/> Y | <input type="radio"/> N |
| 3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) See Figure 6
If yes, identify census tract: 31
Percentage of property in En-zone (check one): <input type="radio"/> 0% <input type="radio"/> 1-49% <input type="radio"/> 50-99% <input checked="" type="radio"/> 100% | <input checked="" type="radio"/> Y | <input type="radio"/> N |
| 4. Is the project located within a disadvantaged community? See Figure 7
See application instructions for additional information. | <input checked="" type="radio"/> Y | <input type="radio"/> N |
| 5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information. | <input type="radio"/> Y | <input checked="" type="radio"/> N |
| 6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)?
If yes, identify names of properties and site numbers, if available, in related BCP applications: | <input type="radio"/> Y | <input checked="" type="radio"/> N |

SECTION I: Property Information (continued)		Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		<input type="radio"/>	<input checked="" type="radio"/>
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		<input type="radio"/>	<input checked="" type="radio"/>
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		<input type="radio"/>	<input checked="" type="radio"/>
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		<input type="radio"/>	<input checked="" type="radio"/>
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		<input type="radio"/>	<input checked="" type="radio"/>
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. <div style="display: flex; justify-content: space-between;"> <div><u>Easement/Right-of-Way Holder</u></div> <div><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): <div style="display: flex; justify-content: space-between;"> <div><u>Type</u></div> <div><u>Issuing Agency</u></div> <div><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format? See Appendix A		<input checked="" type="radio"/>	<input type="radio"/>
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City. N/A			
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.		<input type="radio"/>	<input type="radio"/>
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		<input type="radio"/>	<input type="radio"/>
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		<input type="radio"/>	<input type="radio"/>
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.			
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions. Initials of each Requestor: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div>			

SECTION II: Project Description

1. The project will be starting at: ☒ Investigation ☐ Remediation

If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see [DER-10, Technical Guidance for Site Investigation and Remediation](#) for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

☐ Yes ☐ No ☒ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☐ RIWP ☐ RAWP ☐ IRM ☒ No

4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued. [See Appendix B](#)
Is this information attached? ☒ Yes ☐ No

Beginning January 1, 2024, all work plans and reports submitted for the BCP shall address Green and Sustainable Remediation (GSR) and DER-31 (see [DER-31, Green Remediation](#)). Work plans, reports and design documents will need to be certified in accordance with DER-31.

5. Please provide a description of how Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts. [See Appendix B](#)
Is this information attached? ☒ Yes ☐ No

6. If the project is proposed to start at the remediation stage (Section 2, Item 1, above), a climate change screening or vulnerability assessment must have been completed. Is this attached?

☐ Yes ☐ No

SECTION III: Ecological Concerns

- | | Y | N |
|---|----------------------------------|----------------------------------|
| 1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site? | <input type="radio"/> | <input checked="" type="radio"/> |
| 2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources? | <input type="radio"/> | <input checked="" type="radio"/> |
| 3. Is/are there a/any Contaminant(s) of Ecological Concern? | <input type="radio"/> | <input checked="" type="radio"/> |
| If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report. | | |
| 4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application? | <input checked="" type="radio"/> | <input type="radio"/> |

N/A ☒

SECTION IV: Land Use Factors

1. What is the property's current municipal zoning designation? <u>Residential Campus (D-R)</u>		
2. What uses are allowed by the property's current zoning (select all that apply)? See Figure 8 Residential <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Industrial <input type="checkbox"/>		
3. Current use (select all that apply): Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational <input type="checkbox"/> Vacant <input checked="" type="checkbox"/>		
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application? See Appendix C	Y <input checked="" type="radio"/>	N <input type="radio"/>
5. Reasonably anticipated post-remediation use (check all that apply): Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> If residential, does it qualify as single-family housing? N/A <input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached? See Appendix C	<input checked="" type="radio"/>	<input type="radio"/>
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>
8. Do current and/or recent development patterns support the proposed use? See Appendix C	<input checked="" type="radio"/>	<input type="radio"/>
9. Is the proposed use consistent with applicable zoning laws/maps? See Appendix C Please provide a brief explanation. Include additional documentation if necessary.	<input checked="" type="radio"/>	<input type="radio"/>
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? See Appendix C Please provide a brief explanation. Include additional documentation if necessary.	<input checked="" type="radio"/>	<input type="radio"/>

SECTION V: Current and Historical Property Owner and Operator Information **See Appendix D**

CURRENT OWNER Pilgrim Village II Housing Development Fund Company		
CONTACT NAME Winthrop Wharton		
ADDRESS 150 Myrtle Avenue, Floor 2		
CITY Brooklyn	STATE NY	ZIP CODE 11201
PHONE 718-422-9999 ext. 155	EMAIL wwarton@bfcnyc.com	
OWNERSHIP START DATE 8/15/2024		
CURRENT OPERATOR Same as current owner information		
CONTACT NAME		
ADDRESS		
CITY	STATE	ZIP CODE
PHONE	EMAIL	
OPERATION START DATE		

SECTION VI: Property's Environmental History[See Appendix E](#)

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA:** Indicate (by selecting the options below) known contaminants and the media which are known to have been affected. Data summary tables should be included as an attachment, with laboratory reports referenced and included.

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinated Solvents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other VOCs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SVOCs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Metals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCBs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PFAS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1,4-dioxane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other – indicated below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:

- Sample location
- Date of sampling event
- Key contaminants and concentration detected
- For soil, highlight exceedances of reasonably anticipated use
- For groundwater, highlight exceedances of 6 NYCRR part 703.5
- For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application? [See Appendix E](#) ☒ YES ☐ NO

4. Indicate Past Land Uses (check all that apply):

<input type="checkbox"/> Coal Gas Manufacturing	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Agricultural Co-Op	<input type="checkbox"/> Dry Cleaner
<input type="checkbox"/> Salvage Yard	<input type="checkbox"/> Bulk Plant	<input type="checkbox"/> Pipeline	<input type="checkbox"/> Service Station
<input type="checkbox"/> Landfill	<input type="checkbox"/> Tannery	<input type="checkbox"/> Electroplating	<input type="checkbox"/> Unknown

Other: Residential, plumbers shop, auto repair shop

SECTION VII: Requestor Information			
NAME Pilgrim Village Ventures LLC			
ADDRESS 150 Myrtle Ave, Suite 2			
CITY/TOWN Brooklyn		STATE NY	ZIP CODE 11201
PHONE 718-422-9999 ext. 155		EMAIL wwharton@bfcnyc.com	
			Y
			N
1. Is the requestor authorized to conduct business in New York State (NYS)?			<input checked="" type="radio"/>
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS 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 . A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached? See Appendix F			<input checked="" type="radio"/>
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A <input type="radio"/>			<input checked="" type="radio"/>
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? See Appendix F			<input checked="" type="radio"/>
Documents that are not properly certified will not be approved under the BCP.			

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Winthrop Wharton			
ADDRESS 150 Myrtle Ave, Suite 2			
CITY Brooklyn		STATE NY	ZIP CODE 11201
PHONE 718-422-9999 ext. 155		EMAIL wwharton@bfcnyc.com	
REQUESTOR'S CONSULTANT (CONTACT NAME) Jason Brydges			
COMPANY BE3			
ADDRESS 960 Busti Ave, Suite B-150			
CITY Buffalo		STATE NY	ZIP CODE 14216
PHONE 716-249-6880		EMAIL jbrydges@be3corp.com	
REQUESTOR'S ATTORNEY (CONTACT NAME) Deborah Chadsey			
COMPANY Kavinsky Cook			
ADDRESS 726 Exchange Street, Suite 800			
CITY Buffalo		STATE NY	ZIP CODE 14210
PHONE 716-845-6000		EMAIL dchadsey@kavinokycook.com	

SECTION IX: Program Fee

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver with supporting documentation.

	Y	N
1. Is the requestor applying for a fee waiver? See Appendix G	<input checked="" type="radio"/>	<input type="radio"/>
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application? N/A	<input checked="" type="radio"/>	<input type="radio"/>

SECTION X: Requestor Eligibility

If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.

	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 subject to an existing order for the investigation, removal or remediation of 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 this 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 ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	<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 of contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involved 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 DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	<input type="radio"/>	<input checked="" type="radio"/>
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"/>

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, 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 hazardous waste or discharge of petroleum.

☐**VOLUNTEER**

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

☒

NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.

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

13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached? [See Appendix H](#)

☒ Yes

☐ No

☐ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐ Previous Owner ☐ Current Owner ☒ Potential/Future Purchaser ☐ Other: _____

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** 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 environmental easement on the site.

Is this proof attached?

☒ Yes

☐ No

☐ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION XI: Property Eligibility Information

	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	<input type="radio"/>	<input checked="" type="radio"/>
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	<input type="radio"/>	<input checked="" type="radio"/>
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	<input type="radio"/>	<input checked="" type="radio"/>
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. <div style="text-align: right;">N/A <input checked="" type="radio"/></div>	<input type="radio"/>	<input type="radio"/>
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	<input type="radio"/>	<input checked="" type="radio"/>
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>

SECTION XII: Site Contact List

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following: **See Appendix I**

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.
- For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.

SECTION XIII: Statement of Certification and Signatures See Appendix J

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

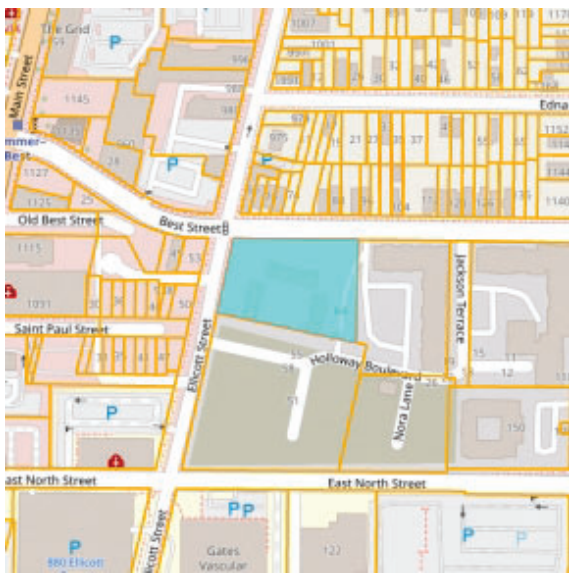
I hereby affirm that I am a managing member (title) of Pilgrim Village Ventures LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 8/01/2025 Signature: C. Kenney

Print Name: Connor Kenney

**PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR
DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.**

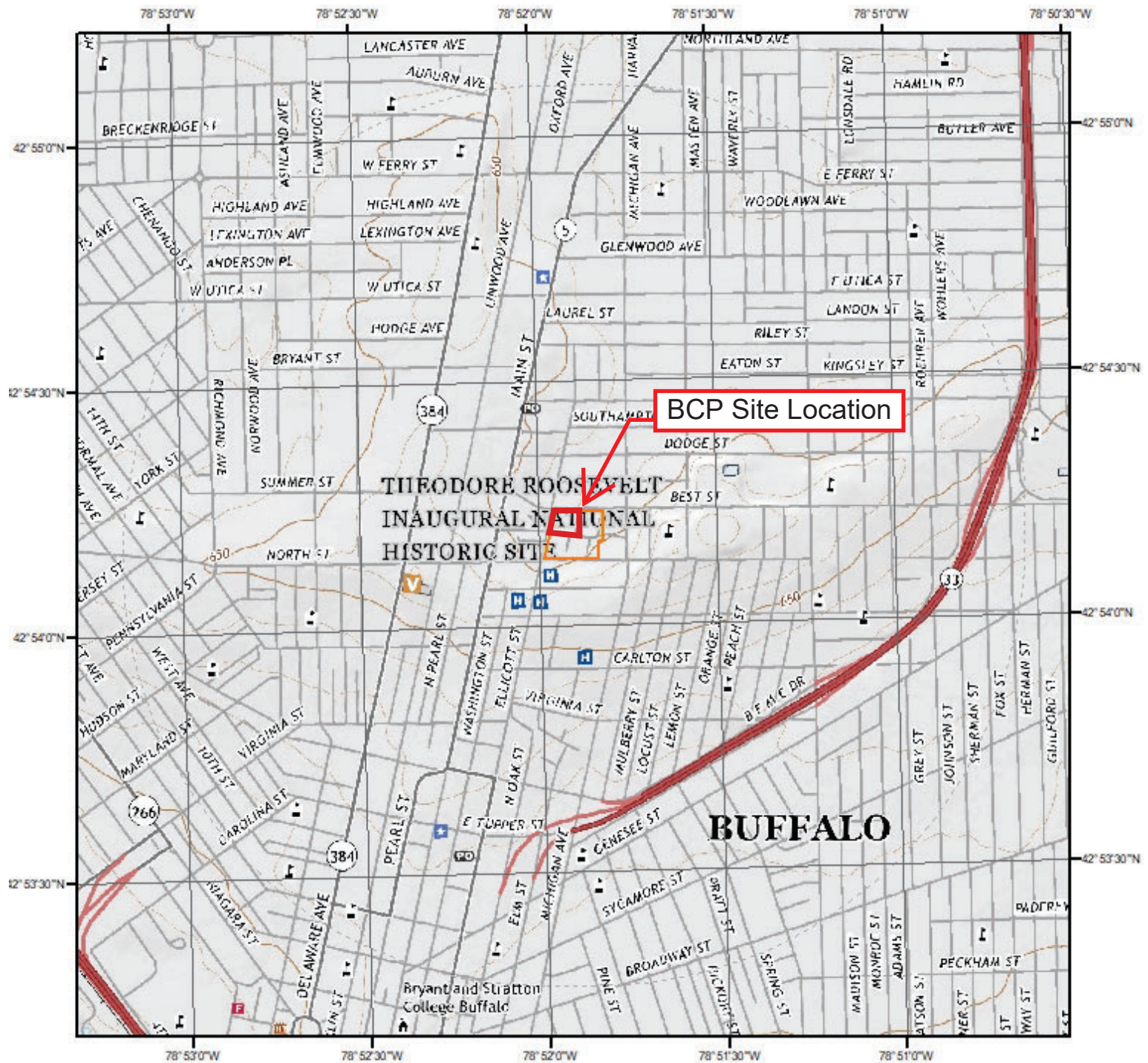
Figures



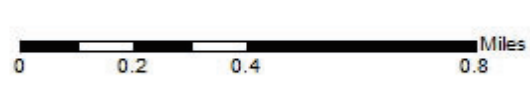
Parcel Overview Map



Topographic Information



Current USGS Topo (2019)



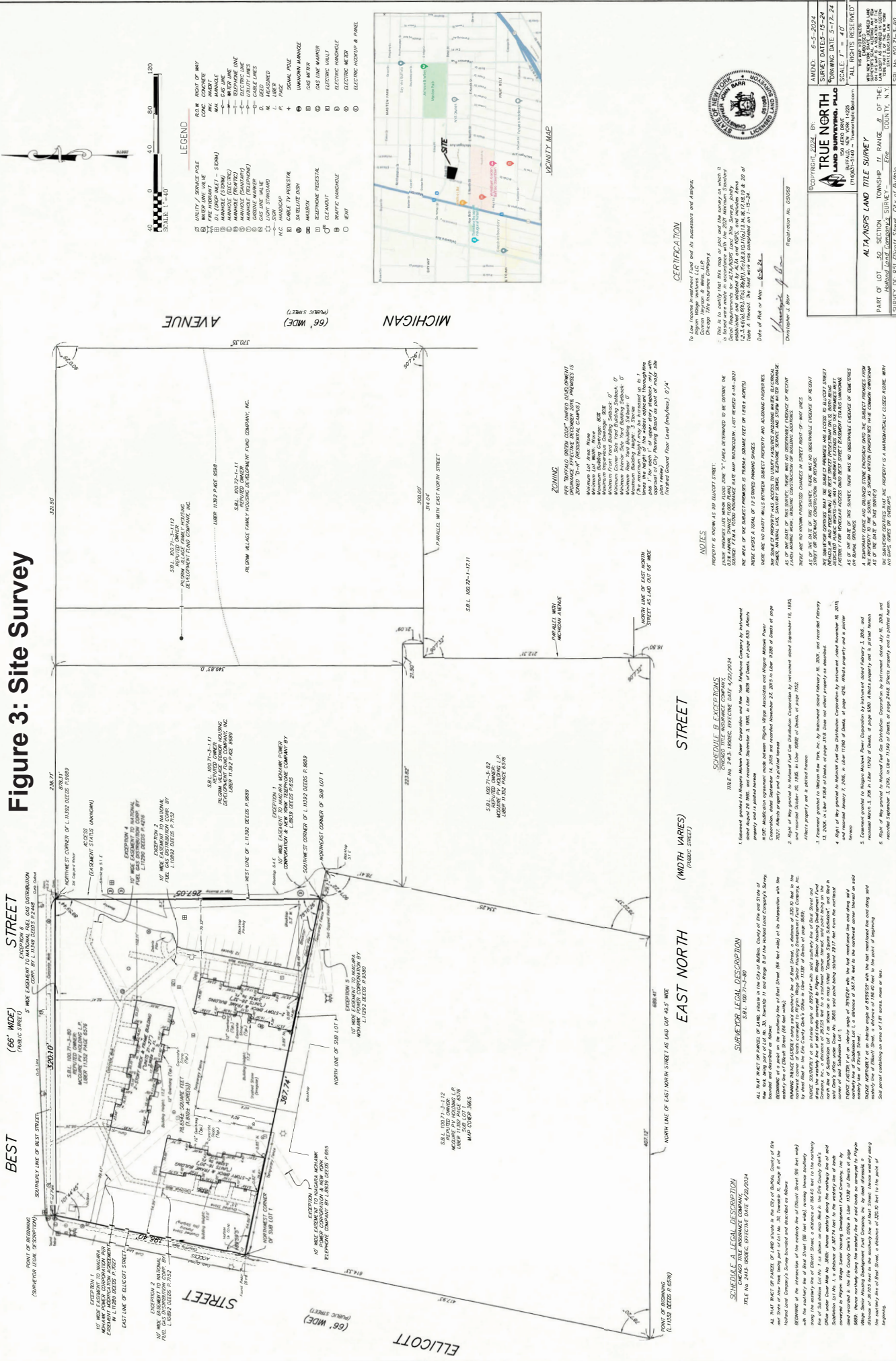
Quadrangle(s): Buffalo NE,NY; Buffalo NW,NY

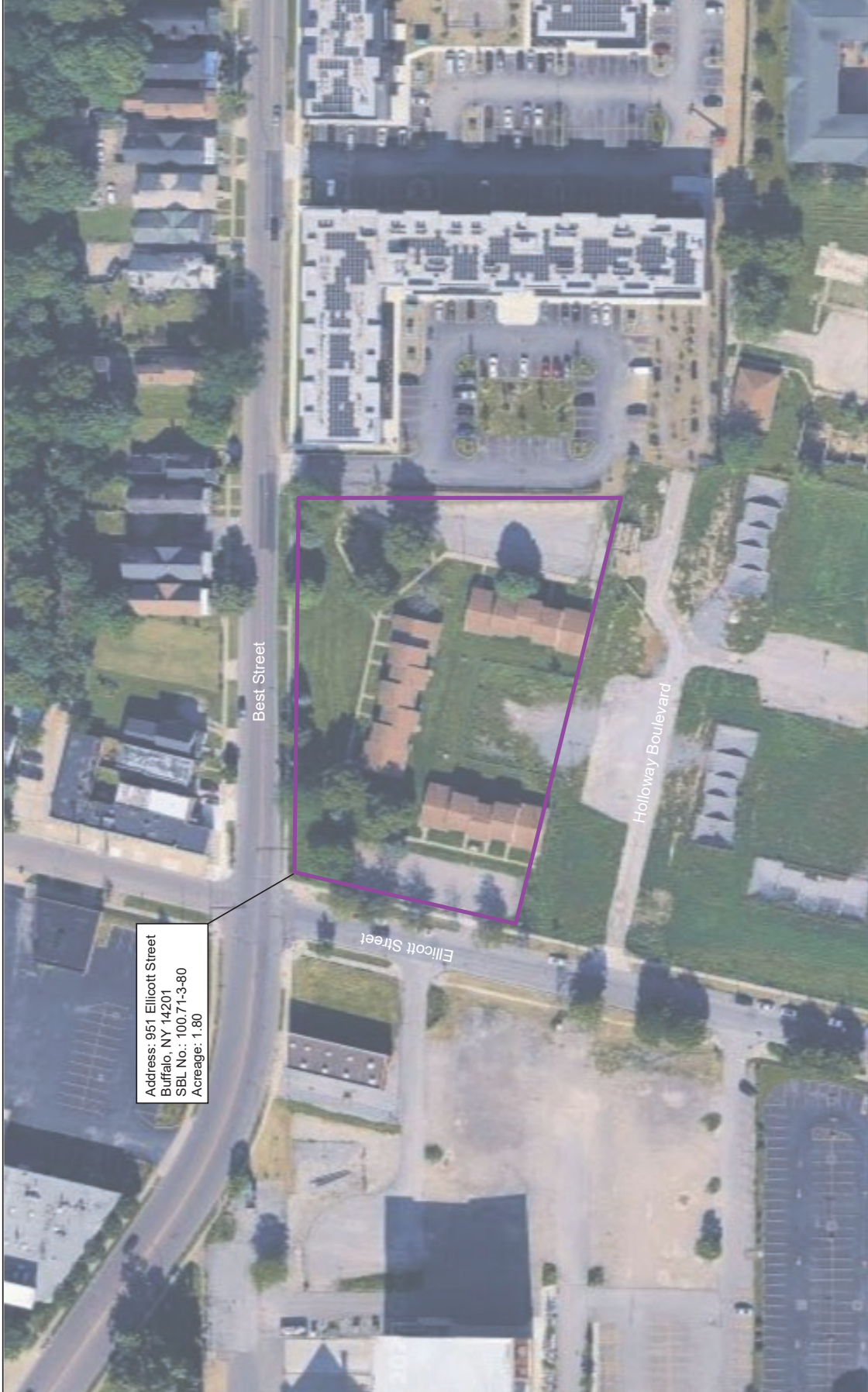
Source: USGS 75 Minute Topographic Map



Figure 2: USGS 7.5-minute Quad Map

Figure 3: Site Survey





Address: 951 Ellicott Street
Buffalo, NY 14201
SBL No.: 100.71-3-80
Acreage: 1.80

LEGEND

— BCP Site Boundary

NOTES

Imagery adopted from Google Maps (2025)

Prepared for: Pilgrim Village Ventures LLC

Figure 4
Site Map

Former Pilgrim Village Sublot 3
951 Ellicott Street
Buffalo, NY 14209



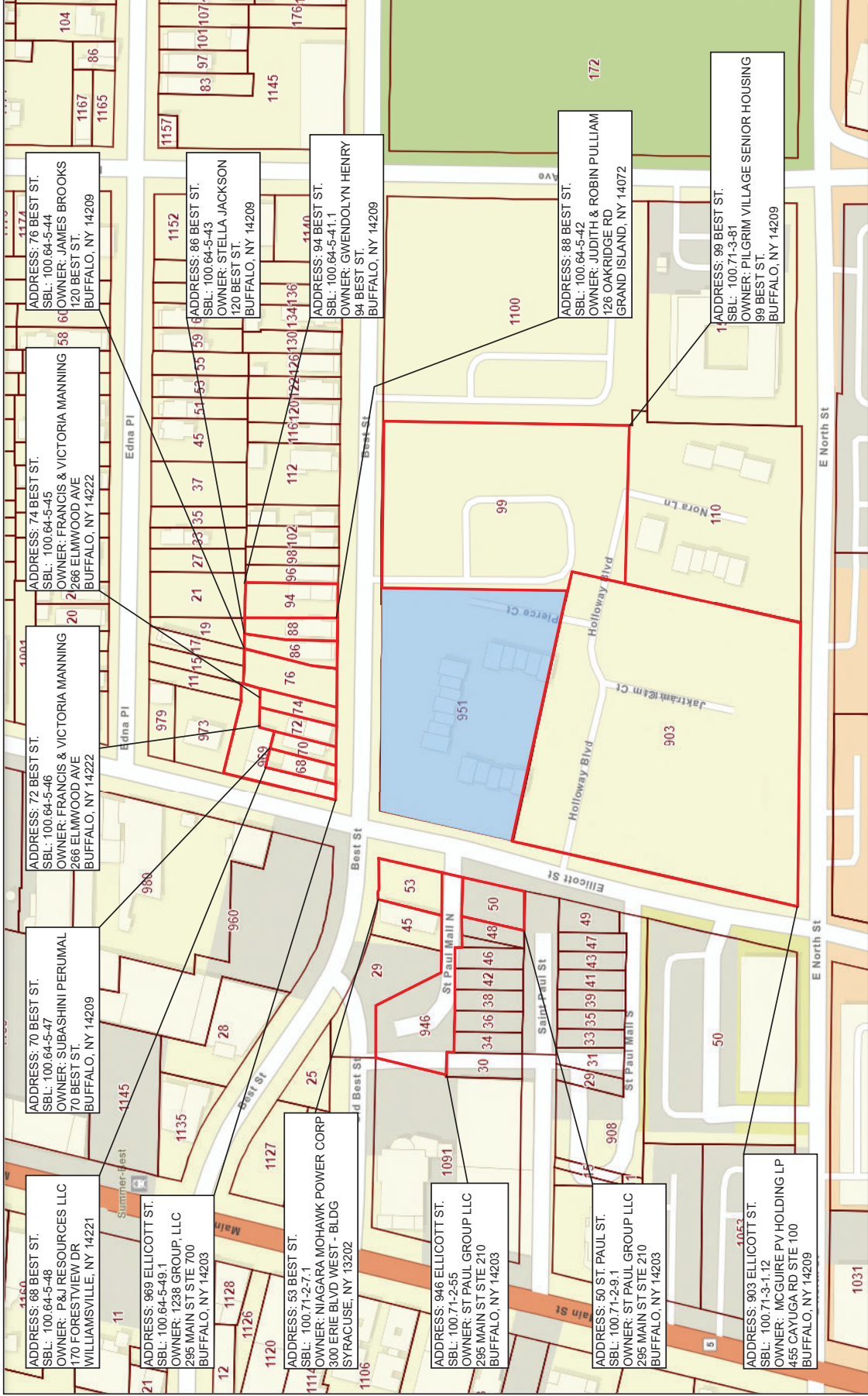
DATE ISSUED:
July 15, 2025

SCALE: 1:993



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AND ENERGY, EPC

960 Bust Avenue
Buffalo, NY 14213
716.249.6880
jbrydges@be3corp.com



LEGEND

- BCP Site
- Adjacent Parcel Boundaries

NOTES

Imagery adopted from City of Buffalo Property Viewer

Prepared for: Pilgrim Village Ventures LLC

Figure 5
Adjacent Owners Map

Former Pilgrim Village Sublot 3
951 Ellicott Street
Buffalo, NY 14209



DATE ISSUED:
July 15, 2025

SCALE: 1:1,667

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LEGEND

- BCP Site Boundary
- Enzone Census Tract 31
- Enzone Census Tract 168.01

NOTES

- The BCP Site is located in Census Tract 31 which is an EnZone Type A
- Imagery adopted from Google Earth
- Overlay and data adopted from NYSDEC En-Zone Boundary file

Prepared for: Pilgrim Village Ventures LLC

Figure 6
En-Zone Map
Former Pilgrim Village Sublot 3
951 Ellicott Street
Buffalo, NY 14209



DATE ISSUED:
July 15, 2025

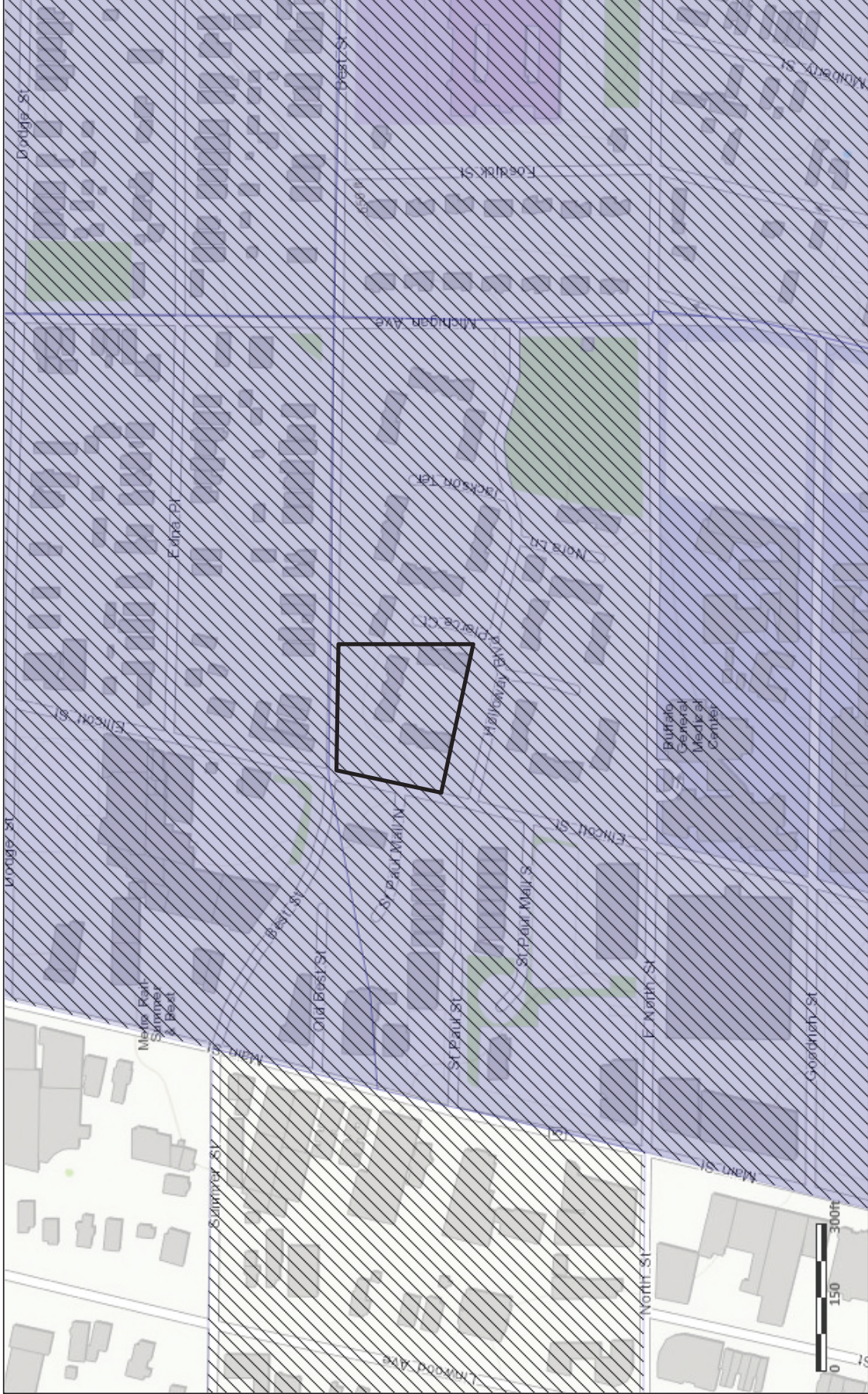
Δ

SCALE PROVIDED ON FIGURE

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LEGEND

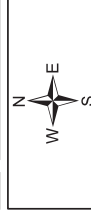
- BCP Site
- ▨ Potential Environmental Justice Areas
- ▨ Disadvantaged Communities (DAC)

NOTES

- (1) The BCP Site is located in both a Potential Environmental Justice Area and DAC
- (2) Imagery adopted from DECinfo Locator

Prepared for: Pilgrim Village Ventures LLC

Figure 7
Disadvantaged Community Map
Former Pilgrim Village Sublot 3
951 Ellicott Street
Buffalo, NY 14209



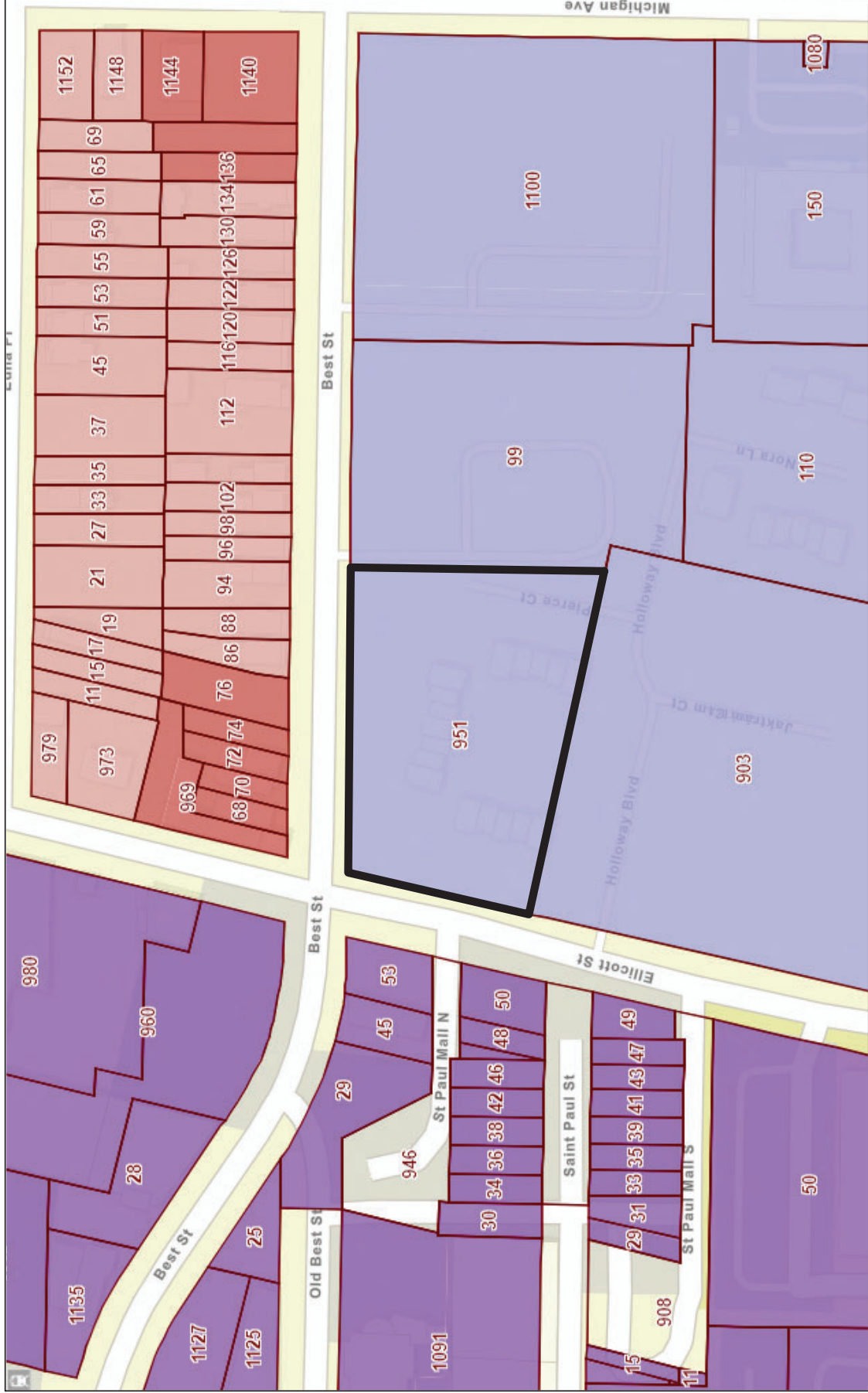
DATE ISSUED:
July 15, 2025

SCALE PROVIDED ON FIGURE

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Buffalo, NY 14213
716.249.6880
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LEGEND

- N-2E (Mixed-Use Edge)
- BCP Site
- D-R (Residential Campus)
- N-1C (Mixed-Use Core)
- N-2R (Residential)

NOTES

- (1) The BCP Site is located in a D-R (Residential Campus) Zone
- (2) Imagery adopted from City of Buffalo Property Viewer

Prepared for: Pilgrim Village Ventures LLC

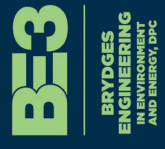
Figure 8
Zoning Map

Former Pilgrim Village Sublot 3
951 Ellcott Street
Buffalo, NY 14209

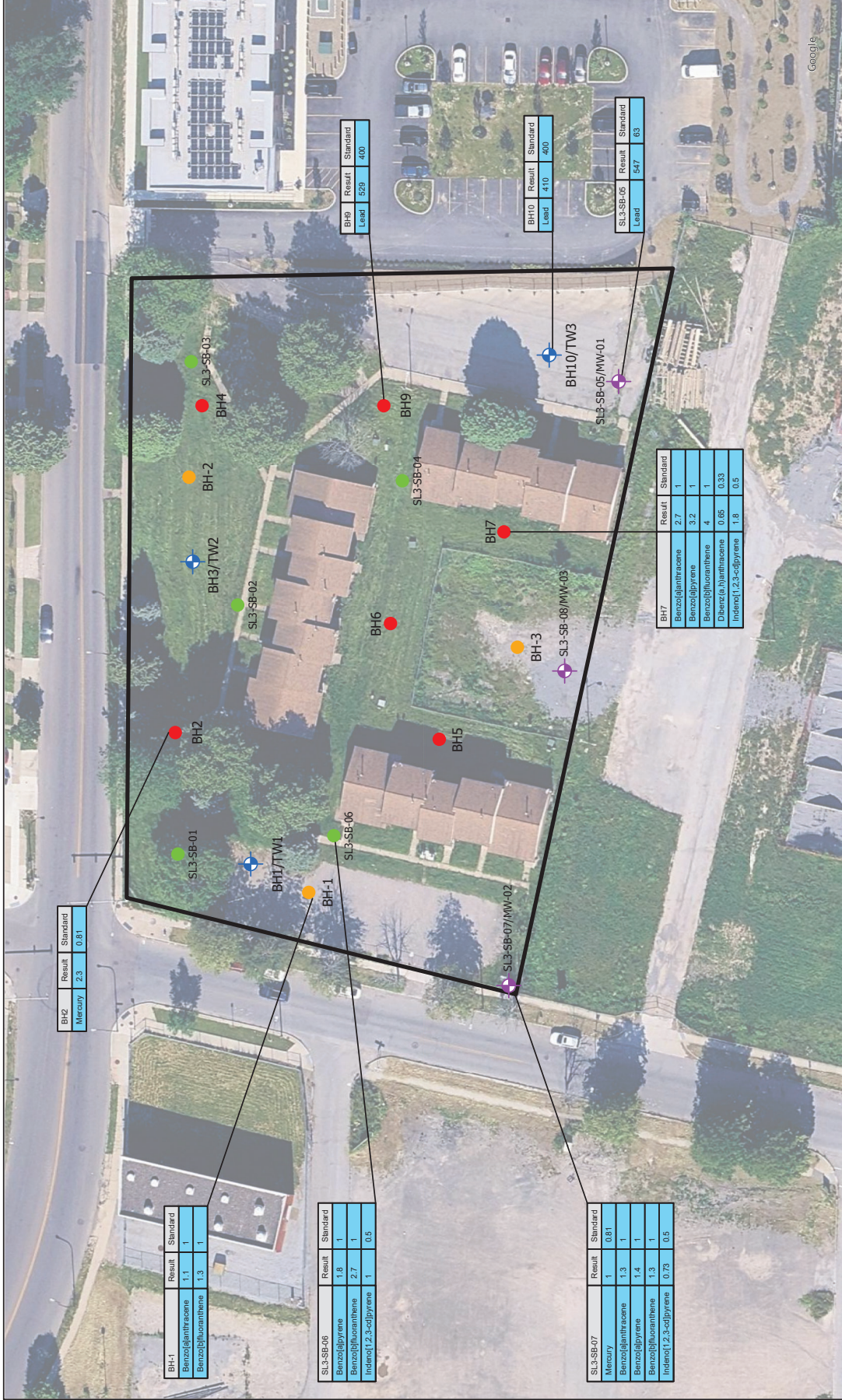


DATE ISSUED:
July 15, 2025

SCALE: 1:1,212



960 Bust Avenue
Buffalo, NY 14213
716.249.6880
jbrydges@be3corp.com



LEGEND

Property Boundary

Boring (conducted 5/2/2025)

Boring (conducted 5/2/2025)

Boring (conducted 5/2/2025)

Boring (conducted 5/23/2025)

LaBella Boring/Temporary Well (conducted 3/2023)

LaBella Boring (conducted 3/2023)

NOTES

1. All values are provided in parts per million (ppm).

2. Standard values represent Part 375 restricted residential soil cleanup objectives (SCOs).

3. Base map adopted from Google Maps.

BEE3

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AND ENERGY, P.C.

960 Bust Avenue
Buffalo, NY 14213
716.249.6880
jbrydges@bee3corp.com

CLIENT: Pilgrim Village Ventures LLC

Figure 9
Soil Analytical Results
Restricted Residential Exceedances

Pilgrim Village Sublot 3
1100 Ellicott Street
Buffalo, New York

SCALE: 1:800

DATE ISSUED:
September 3, 2025

DATE ISSUED:
September 3, 2025

North Arrow

SCALE: 1:800



TW1	Result	Standard
Arsenic	160	25
Barium	3800	1000
Beryllium	12	3
Cadmium	9	5
Chromium	560	50
Copper	530	200
Lead	2500	25
Manganese	12200	300
Nickel	710	100
Selenium	11	10
Zinc	2500	2000
Mercury	2.5	0.7

TW2	Result	Standard
Arsenic	89	25
Barium	1300	1000
Beryllium	5.2	3
Cadmium	6.4	5
Chromium	230	50
Copper	350	200
Lead	2900	25
Manganese	3000	300
Nickel	200	100
Zinc	2700	2000
Mercury	2.2	0.7

LEGEND

- Property Boundary
- Boring/Temporary Well (conducted 5/2/2025)
- Boring (conducted 5/2/2025)
- Boring (conducted 5/23/2025)

- LaBella Boring/Temporary Well (conducted 3/2023)
- LaBella Boring (conducted 3/2023)

NOTES

- All values are provided in parts per billion (ppb).
- Standard values represent TOGS 1.1.1 Class GA guidance values.
- Samples were not filtered.
- Base map adopted from Google Maps.

Tables

TABLE 2 - SOIL SAMPLING RESULTS

Analyte	Sample Identification, Sample Depth and Sample Collection Date												NYSDEC Part 375 Restricted Residential SCOs
	BH1	BH2	BH3	BH4	BH5	BH6	BH7	BH9	BH10	BH-1	BH-2	BH-3	
	1'-4'												
	5/23/2025												
METALS													
Arsenic	3.8	6.9	2.8	9.1	3.0	5.0	4.3	5.5	6.9	4.8	4.5	5.8	16
Barium	65.2	129	179	93.2	211	101	92.4	127	120	110	90.3	138	400
Beryllium	0.33	0.57	0.67	0.75	0.39	0.50	0.47	0.59	0.59	0.48	0.42	0.63	72
Cadmium	0.16	0.43	0.49	0.22	0.25	0.23	0.14	0.32	0.33	0.14	0.53	0.24	4.3
Chromium	8.5	15.3	19.6	18.5	10.1	14.0	13.6	13.0	14.0	26.0	13.1	17.3	110
Copper	12.4	29.3	18.3	21.2	13.2	15.8	16.5	18.1	35.3	25.9	18.5	87.8	270
Lead	67.3	347	90.5	85.9	83.4	116	154	529	410	245	212	260	400
Manganese	31.7	456	256	317	268	371	235	208	264	410	264	287	2000
Nickel	7.8	15.9	14.0	20.9	9.0	12.4	12.8	11.0	15.4	13.9	10.4	15.6	310
Silver	ND	0.33	0.32	0.34	ND	0.34	0.33	ND	0.35	ND	ND	ND	180
Zinc	59.3	136	112	86.5	112	95.6	152	123	250	121	221	114	10000
Mercury	0.21	2.3	0.46	0.098	0.079	0.44	0.39	0.17	0.23	0.38	0.23	0.54	0.81
SEMI-VOLATILE ORGANIC COMPOUNDS (SVOCs)													
Acenaphthene	0.18	ND	ND	ND	ND	ND	ND	ND	ND	0.16	ND	ND	100
Acenaphthylene	0.069	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	100
Anthracene	0.45	ND	ND	ND	ND	ND	ND	ND	ND	0.46	ND	ND	100
Benzo(a)anthracene	0.8	0.13	0.043	0.15	0.086	0.13	2.7	0.11	0.082	1.1	0.12	0.18	1
Benzo(a)pyrene	0.71	0.14	0.039	ND	0.069	0.12	3.2	0.11	0.08	0.96	0.12	0.19	1
Benzo(b)fluoranthene	0.78	0.18	0.056	0.18	0.094	0.15	4	0.14	0.094	1.3	0.14	0.26	1
Benzo(e,h,i)perylene	0.43	0.1	0.028	ND	0.046	0.075	2.1	0.081	0.055	0.58	0.099	0.15	100
Benzo(k)fluoranthene	0.45	0.078	ND	ND	0.038	0.07	1.9	0.063	0.045	0.5	0.063	0.11	3.9
Chrysene	0.75	0.14	ND	ND	0.081	0.13	3.1	0.12	0.079	1.1	0.13	0.21	3.9
Dibenz(a,h)anthracene	0.14	ND	ND	ND	ND	ND	0.65	ND	ND	ND	ND	0.042	0.33
Dibenzofuran	0.14	ND	ND	ND	ND	ND	ND	ND	ND	0.11	ND	ND	59
Fluoranthene	1.9	0.26	0.089	0.29	0.17	0.25	5.7	0.21	0.17	2.3	0.26	0.39	100
Fluorene	0.2	ND	ND	ND	ND	ND	ND	ND	ND	0.18	ND	ND	100
Indeno(1,2,3-cd)pyrene	0.38	0.083	ND	ND	0.038	0.063	1.8	0.069	0.044	0.47	0.063	0.12	0.5
Naphthalene	0.049	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.05	100
Phenanthrene	1.7	0.13	0.048	0.2	0.15	0.14	2.3	0.12	0.1	1.7	0.19	0.22	100
Pyrene	1.5	0.21	0.068	0.22	0.13	0.21	4.1	0.17	0.13	1.8	0.21	0.33	100
VOLATILE ORGANIC COMPOUNDS (VOCs)													
2-Butanone (MEK)	0.0021	ND	0.0042	ND	ND	ND	ND	ND	0.016	ND	ND	ND	NS
Acetone	0.017	ND	0.042	ND	ND	ND	ND	ND	0.11	ND	ND	ND	100
Chloroform	0.0013	0.0014	0.0015	0.0013	0.0013	0.0013	0.0013	0.0013	0.0012	0.00056	0.00068	0.00059	49
Ethylene dichloride	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.0028	ND	ND	100

Notes:
(1) All values are provided in parts per million (ppm)
ND Not Detected
NS No Standard
NYSDEC New York State Department of Environmental Conservation
SCO Soil Cleanup Objective
' feet below ground surface
Analyte exceeds Restricted Residential SCO

TABLE 3: SOIL DATA SUMMARY TABLE – PILGRIM VILLAGE
SUBLOT 3

Analyte	Detections > RR SCOs	Maximum Detection	RR SCO	Depth (ft bgs)
Lead	3	547	400	1-4
Mercury	2	2.3	0.81	1-5
Benzo[a]anthracene	3	2.7	1	1-5
Benzo[a]pyrene	3	3.2	1	1-5
Benzo[b]fluoranthene	4	4	1	1-4
Dibenz(a,h)anthracene	1	0.65	0.33	1-4
Indeno[1,2,3-cd]pyrene	3	1.8	0.5	1-5

NOTE: Values are provided in parts per million (ppm)

TABLE 4 - GROUNDWATER SAMPLING RESULTS

Parameter Tested	Sample Identification and Sample Date		NYSDEC Division of Water Technical and Operational Guidance Series (1.1.1)
	TW1	TW2	
	5/2/2025		
METALS			
Arsenic	160	89	25
Barium	3800	1300	1000
Beryllium	12	5.2	3
Cadmium	9	6.4	5
Chromium	560	230	50
Copper	530	350	200
Lead	2500	2900	25
Manganese	12200	3000	300
Nickel	710	200	100
Selenium	11	ND	10
Silver	5.2	ND	50
Zinc	2500	2700	2000
Mercury	2.5	2.2	0.7
SVOCs - NONE IDENTIFIED			
VOCs			
Acetone	9.9	6.4	50

Notes:

(1) Values are listed in parts per billion (ppb)

Value exceeds TOGS

ND Not Detected

NYSDEC New York State Department of Environmental Conservation

PILGRIM VILLAGE SUBLOT 3
951 ELLICOTT STREET
BUFAFLO, NEW YORK

TABLE 5: GROUNDWATER DATA SUMMARY TABLE
PILGRIM VILLAGE SUBLOT 3

Analyte	Detections > TOGS 1.1.1	Maximum Detection	TOGS 1.1.1 STANDARD
Arsenic	2	160	25
Barium	2	3800	1000
Beryllium	2	12	3
Cadmium	2	9	5
Chromium	2	560	50
Copper	2	530	200
Lead	2	2900	25
Manganese	2	12200	300
Nickel	2	710	100
Selenium	1	11	10
Zinc	2	2700	2000
Mercury	2	2.5	0.7

NOTE:
(1) Values are provided in parts per billion (ppb)
TOGS Technical and Operational Guidance Series

Appendices

Appendix A

Section I: Property Information

Appendix A. Section I: Property Information

Location

The Former Pilgrim Village Sublot 3 Brownfield Cleanup Program (BCP) Site encompasses one parcel located at 951 Ellicott Street in the City of Buffalo, Erie County, New York. The parcel is 1.8 acres and associated with SBL No. 100.71-3-80. The middle of the Site is located at latitude 42° 54' 12.8" N; Longitude 78° 51' 55.6" W and approximately 640 feet above mean sea level.

Property information was obtained from historical reports, Erie County New York Interactive Mapping Viewer and City of Buffalo Property Viewer. Refer to **Figures 1 and 2** for further Site location information.

The Site is bounded by Ellicott Street to the west, Best Street to the north, Noles Court Apartments, a completed BCP Site (Former Pilgrim Village Senior Apartments), to the east and a vacant active BCP Site to the south. The Site is situated within an urban area with the majority of residences located north and east and commercial developments and medical facilities located south and west, predominantly along Main Street.

The Site is located within Census Tract 31, a Type A En-Zone which borders Census Tract 168.01, a Type AB En-Zone and within both a potential environmental justice area and disadvantaged community. See **Figures 6 and 7** for further information.

Current Site Features

The Site is currently occupied by three two-story vacant apartment buildings constructed in 1980 and complete with full basements. The buildings are approximately 3,150, 4,374, and 6,155 square feet (SF) and predominantly surrounded by greenspace. Two small asphalt parking areas exist near the west and east Site borders. Topography at the Site is generally level at grade and groundwater appears to flow northeast. See **Figure 4** for an aerial view of the Site.

Current Zoning and Land Use

The Site is zoned D-R (Residential Campus) and associated with property classification 411 (Apartments). Refer to **Figure 8** for a zoning map.

Past Use of the Site

The Site was developed with residences and a few storefronts from at least 1889 to 1899. By 1925, the Site was occupied by several former residential and commercial buildings including an auto repair facility in the southwest corner from at least 1925-1940. A gasoline underground storage tank (UST) was also noted in the westerly adjacent roadway (Ellicott Street) from at least 1925 to 1974. From at least 1980 to present, the Site was developed with the three existing buildings used residentially as a portion of the Pilgrim Village housing complex; a former structure, of unknown use, also associated with the housing project, was located on the northeastern portion of the Site from 1980 to circa 2022.

Site Geology and Hydrogeology

The Site is generally level at grade and approximately 640 feet above mean sea level. No water bodies or overt wetlands are located on the Site and the nearest water body, the Niagara River, is about 1.5 miles west. Groundwater appears to flow northeast. The Site is underlain by Onondaga and Bois Blanc Limestones from the Middle Devonian period. The primary and

secondary rock types consist of limestone and sandstone, respectively. Urban land-Odesa complex soils underly the Site. These soils demonstrate a 0 to 3 percent slope, consisting of red clayey glaciolacustrine deposits derived from calcareous shale. The natural drainage class is somewhat poorly drained.

Environmental Assessment

A Phase I Environmental Site Assessment (ESA) was conducted in March 2023 which covered the Site and two adjacent lots (Sublot 4 and Sublot 5). The following Recognized Environmental Conditions (RECs) were specifically identified on the Site (i.e., conclusions pertaining to adjacent lots not discussed):

- The subject property was historically used/developed with an auto repair shop/garage between at least 1925 and 1950 historically addressed as 931-935 Ellicott Street. A gasoline underground storage tank (UST) was depicted within Ellicott Street, directly west of the auto repair shop, between at least 1925 and 1951. Municipal records indicate the installation of one 550-gallon UST at 933 Ellicott Street in 1945 and the removal of one 550-gallon UST at 931-935 Ellicott Street in 1974. Additionally, this former building was also used as a window cleaning company and associated maintenance company/building between at least 1955 and 1971.
- Environmental assessment of the subject property (Sublot 3) was included within at least two Phase I ESA's, Phase II ESAs, and a geotechnical assessment conducted for a greater Site which includes Sublot 3, 4 and 5. The limited subsurface data available for the subject property did identify urban fill conditions similar to the southern adjacent New York State Department of Conservation Brownfield Cleanup Program (NYSDEC BCP) site (Sublot 4). Soils contained metals and semi-volatile organic compounds (SVOCs), primarily polycyclic aromatic hydrocarbons (PAHs) at concentrations exceeding NYSDEC Part 375 restricted residential Soil Cleanup Objectives (SCOs). Furthermore, it should also be noted that "perimeter" subsurface soil samples collected as part of the BCP Remedial Investigation for Sublot 4 consistently identified SVOCs, pesticides, and metals at concentrations exceeding NYSDEC Part 375 restricted residential SCOs along the parcel boundary shared with Sublot 3. The extent and severity of the subsurface impact present at Sublot 3 is unknown and will be assessed during the Remedial Investigation (RI).

A Phase II ESA was also conducted in March 2023 which covered the Site and one adjacent lot. The relevant conclusion was as follows:

- Field observations and laboratory groundwater sample analytical results do not suggest a remedial concern on the subject property (Sublot 3), specifically related to groundwater. However, urban-type fill material, consistent with what has been documented associated with the southern adjacent property (Sublot 4), was observed throughout the soil borings. Although only minor evidence of field impairment (staining) was observed, laboratory soil analytical results identified concentrations of SVOCs and metals above NYSDEC Part 375 restricted residential SCOs.

A Phase I ESA was conducted in June 2024 which only covered the Site. Based on the results of this assessment, the following RECs have been identified in connection with the Site:

- The southwest portion of the Site historically included auto repair operations with a gasoline UST in the adjacent roadway. Municipal records indicate that there was formerly

a curb pump at this location. The UST was removed in 1974. Although the former uses were not specifically targeted, a Phase II investigation completed in 2023 covered the general area of these concerns. According to a Phase II investigation completed in 2023, field observations and laboratory groundwater analytical results did not suggest a remedial concern on the Site, specifically related to groundwater. However, urban-type fill material, consistent with what has been documented associated with the south adjacent BCP site (active Site #C915294), was observed on the Site. Soil sample analytical results from this Phase II indicated concentration exceedances of restricted residential SCOs, as noted above.

Supplemental soil and groundwater sampling was conducted in May 2025 to further investigate the RECs and assess BCP eligibility. Metal and SVOC, primarily PAH concentrations, were noted in the soil samples above restricted residential SCOs. A number of metal compound concentrations in groundwater samples from two of the temporary wells installed exceeded Technical and Operational Guidance Series 1.1.1 (TOGS 1.1.1) Class GA water quality guidance standards. Although these exceedances were noted, the samples were not filtered prior to analysis. **Soil boring logs** from the supplemental investigation are attached.

Based on the analytical results, the primary contaminants of concern in Site soils are metals (lead and mercury) and SVOCs (benzo[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, dibenz[a,h]anthracene and indeno[1,2,3-cd]pyrene). Possible contaminants of concern in Site groundwater are metals (arsenic, barium, beryllium, cadmium, chromium, copper, lead, manganese, mercury, nickel, selenium and zinc).

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water:	
				8.5' bgs	
Bore Hole Number:		BH-1/TW1		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Asphalt, subbase
1			0		Fill; loose silt, rocks
2			0		Fill; loose sandy silt, trace brick
3			0		Fill; Grey brown silty clay, some rocks
4			0		Native; Grey brown silty clay, firm
8			0		Native; Grey brown clay, soft, moist
12			0		Native; Grey brown clay, wet
Comments: Native @ 4' bgs. Well installed at 12' bgs Water level encountered at 8.5' bgs					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-2		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top Soil, trace organics
1			0		Fill; Brown black silty clay. Soft
2			0		Fill; Brown black silty clay, trace pebbles
3			0		Fill; Brown black silty clay. Soft
4			0		Native; Grey brown clay, soft
Comments:					
Native @ 4' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-3/TW3		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Asphalt, subbase
1			0		Fill; Light brown sandy silt, loose
2			0		Fill; black brown clayey silt, some rocks and debris
3			0		Fill; black brown clayey silt, some rocks and debris
4			0		Fill; grey brown clayey silty, grey loose rock, trace brick
5			0		Native; Grey brown silty clay
6			0		Native; Grey brown silty clay, soft
7			0		Native; Grey brown silty clay, moist
8			0		Native; Grey brown silty clay
12			0		Native; Grey brown silty clay, wet
Comments: Native @ 5' bgs. Well Installed at approximately 12' Water level encountered at 10' bgs					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-4		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top Soil, trace organics
1			0		Fill; Brown black silty clay, trace brick
2			0		Fill; Brown black silty clay
3			0		Fill; Brown black silty clay
4			0		Native; Grey brown clay
Comments:					
Native @ 4' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-5		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top Soil, trace organics
1			0		Fill; Brick layer, some loose brown silt
2			0		Fill; Brown sandy silt, some brick
3			0		Native; Grey brown silty clay, soft
4			0		Native; Grey brown silty clay
Comments:					
Native @ 3' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-6		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top Soil, trace organics
1			0		Fill; Brick layer, some loose black brown silt
2			0		Fill; Brown sandy silt, some brick and rocks
3			0		Fill; Black silty sand, loose
4			0		Native; Grey brown silty clay
Comments:					
Native @ 4' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-7		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top Soil, trace organics
1			0		Fill; Black grey brown firm silty clay
2			0		Fill; Black loose debris/coal, some rock
3			0		Native; Reddish brown clay
4			0		Native; Grey brown silty clay
Comments:					
Native @ 3' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-9		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top Soil, trace organics
1			0		Fill; Grey brown silty clay, trace debris, loose
2			0		Fill; Grey brown silty clay, some rocks
3			0		Fill; Grey brown silty clay, some rocks
4			0		Native; Grey brown silty clay, firm
Comments:					
Native @ 4' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/2/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/2/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-10/TW2		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top Soil, trace organics
1			0		Fill; Large grey rocks, some brown silt
2			0		Fill; Black sandy silt, loose
3			0		Fill; Black sandy silt, loose
4			0		Fill; Black sandy silt, loose
5			0		Native; Grey brown silty clay
6			0		Native; Grey brown silty clay, soft
7			0		Native; Grey brown silty clay
8			0		Native; Grey brown silty clay
12			0		Native; Grey brown silty clay
Comments: Native @ 5' bgs. Well Installed at approximately 12' No water encountered.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/23/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/23/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-1 - Resample		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Asphalt, subbase
1			0		Fill; Light brown silt, trace rocks
2			0		Fill; Light brown sandy silt, loose, some rocks
3			0		Fill; Light brown sandy silty, some brick
4			0		Native; Grey brown clay, firm
Comments:					
Native @ 4' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/23/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/23/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-2 - Resample		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Top soil, trace organics
1			0		Fill; Black brown loose silt, trace rocks
2			0		Fill; Black brown loose silt, trace debris
3			0		Fill, Light brown silty sand, some rocks
4			0		Native; Grey brown clay, firm
Comments:					
Native @ 4' bgs.					

Geoprobe Bore Hole Log



Project:				Pilgrim Village Lot 3	
Client:		SAA EVI		Location:	
				1100 Ellicott Street, Buffalo, NY	
Contractor:		Empire Geo		Lat/Long:	
Date Started:		5/23/2025		Equipment Model:	
				Geoprobe	
Date Completed:		5/23/2025		Geologist/Technician:	
				Jim Hull	
Operator:		Jason T.		Ground Water: NA	
Bore Hole Number:		BH-3 - Resample		Depth to Bedrock:	
Depth (Ft)	Sample		REC	PID (ppm)	Description
	NO	TYPE			
0			0		
0.5			0		Gravel layer
1			0		Fill; Brown loose silty, trace rocks
2			0		Fill; Brown clayey silt, some rocks
3			0		Fill; Brown clayey silt, some rocks
4			0		Native; Reddish brown clay, firm
Comments:					
Native @ 4' bgs.					

Appendix B

Section II: Project Description

Appendix B. Section II: Project Description

The Pilgrim Village Lot 3 project to be developed on the Former Pilgrim Village Sublot 3 site (Site) is a mixed income multi-family housing project that is a part of an approved “Planned Use Development.”

The project will have 202 units with one bedroom, two bedrooms, and three-bedroom units. Due to the Site’s proximity to Buffalo General Hospital and Roswell Park Cancer Center, the project will cater to households with incomes ranging from 60%-90% Area Median Income (AMI) in order to address affordable housing needs across a wider spectrum of incomes. More specifically, there will be the following affordability mix: 122 units at 60% AMI, 19 units at 70% AMI, 21 units at 80% AMI, and 40 units at 90% AMI, averaging out to 66% AMI across the Site.

The Site will have modern appliances, finishes and fixtures throughout the kitchen and bathroom including high quality cabinets, countertops, bathtubs, showers, toilets, vanities, dishwashers and more. There will also be plenty of outdoor and indoor amenity spaces such as a fitness center, outdoor community areas, lounges, and mail areas. Bedrooms will be spacious with ample closet/storage space and provide plenty of natural light. The exterior façade will match the high quality, market rate look that the neighboring properties have.

The project is anticipated to start mid-2026 with a construction duration of approximately 12 months. Remediation will occur upon the closing construction. The Certificate of Completion (COC) is anticipated to be awarded in 2027.

Green Remediation

Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts. All work plans and reports submitted for the Brownfield Cleanup Program (BCP) will address Green and Sustainable Remediation (GSR) and New York State Department of Environmental Conservation (NYSDEC) Department of Environmental Remediation (DER)-31.

Applying green and sustainable principles and technologies to each program, consistent with each program’s enabling legislation and regulations, will increase the long-term effectiveness, permanence and cost effectiveness of the cleanups and will minimize the overall environmental footprint of remediation. It is anticipated that, at a minimum, the following techniques will be used at the site:

- Reduce vehicle idling. All vehicles, both on and off road (including construction equipment) will be shut off when not in use for more than 5 minutes, consistent with 6 New York Codes, Rules and Regulations (NYCRR) Part 217 Motor Vehicle Emissions, Subpart 217-3 Idling Prohibition For Heavy Duty Vehicles.
- Design cover systems, to the extent possible, to be usable for alternate uses such as habitat or passive recreation, require minimal maintenance (e.g. less mowing), allow for infiltration of storm water and/or be integrated with the next use of the site.
- Minimize hardscape cover systems as much as practical to reduce the carbon footprint and replace with natural vegetated green space.

- Beneficially recycle/reuse materials that would otherwise be considered a waste. This may include as examples recycled crushed clean concrete as base or fill, scrape metal to metal recycler or recycling of used petroleum products.

Daily reports prepared by an environmental professional during remedial oversight will document all green remediation performed and will be summarized in the Final Engineering Report (FER).

Appendix C

Section IV: Land Use Factors

Appendix C. Section IV: Land Use Factors

Current Zoning

The Site is zoned D-R (Residential Campus) and associated with property classification 411 (Apartments). The D-R zone addresses residential campuses, sometimes comprised of garden apartments or towers in a park, and organized as a large-scale, integrated development.

Refer to **Figure 8** for a zoning map.

Current Use

The Site is occupied by three historically residential buildings surrounded by greenspace and asphalt parking areas. The Site became vacant in November 2024.

Proposed Post-Remediation Use

Pilgrim Village Lot 3 is a mixed income multi-family housing project that is a part of an approved "Planned Use Development". The project will have 202 units with one-, two-, and three-bedroom units.

Proposed Use & Zoning Consistency

The proposed post-remediation use is consistent with the current zoning.

Proposed Use & City Planning

The proposed post-remediation use will comply with all applicable standards outlined in the Buffalo Green Code Unified Development Ordinance (Ordinance), adopted January 2017. The Ordinance was adopted in accordance with a comprehensive plan to promote the interest and welfare of the people of Buffalo. This is achieved through standards that address the orderly and compatible use of land, the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and type of blocks, thoroughfares, and open spaces.

The development was designed with respect to the form standards as well as any applicable standards outlined in the Ordinance.

The 2023-2027 Four-Year Strategic Plan (Plan) serves as a roadmap for the City of Buffalo to achieve its strategic priorities and goals throughout this period. The Plan is centered around four priorities: thriving neighborhoods and people, economic opportunities and mobility, smart and sustainable infrastructure, and climate resilience.

Due to the property's proximity to Buffalo General Hospital and Roswell Park Cancer Center, the project will cater to households with incomes ranging from 60%-90% AMI in order to address affordable housing needs across a wider spectrum of incomes. A notable project goal, if financially viable, is to offset the property's carbon footprint. The project will also limit heating and cooling loads, incorporate energy efficient windows, and limit overall source energy use. The development team will also implement energy efficient mechanical systems and appliances.

Appendix D

Section V: Current Property Owner and Operator Information

Appendix D. Section V: Current Property Owner and Operator Information

Information regarding current ownership was adapted from the City of Buffalo Geographic Information System (GIS) and limited past ownership was provided by Environmental Risk Information Services (ERIS), which included historic street directories and Fire Insurance Maps. Previous operator contact information is not provided as historical ownership was either residential or commercial businesses which are no longer operational. It is important to note that the Site historically contained several parcels which were combined into one parcel sometime between 1951 and 1981.

Owner Information			
Start/End Date	Name	Contact Information	Address
Unknown – 8/15/2024	McGuire PV Holding L.P.	James McGuire sales@mcg-re.com 716-829-1900	455 Cayuga Road, Suite 100, Buffalo, NY 14225
8/15/2024 - present	Pilgrim Village II Housing Development Fund Company	Winthrop Wharton wwharton@bfcnyc.com 718-422-9999 ext. 155	150 Myrtle Avenue, Floor 2, Brooklyn, NY 11201

Operator Information		
Year	Name and Property Use	Requestor Relationship
1930, 1935	St. Paul Auto Repair Shop (commercial) and several residences	None
1940	St. Paul Auto Repair Shop and Nebrjch & Co. auto electric repairs (commercial) and several residences	None
1946, 1950	Pepsi Cola Bottling Corp. garage (commercial) and several residences	None
1955, 1960, 1965	Main Window Cleaning Co. Inc., Main Building Maintenance Co. and Blake Window Cleaning (commercial) and several residences	None
1971	AAA Window Cleaning/Main Building Maintenance/Main Window Cleaning (commercial) and several residences	None
1976, 1980, 1985, 1990	Residential	None
1995, 2003, 2008, 2012, 2016, 2020, 2022	Vacant/unlisted	None
Current	Vacant	Owner

Pilgrim Village Ventures LLC (applicant), a New York limited liability company (the “Company”) has been formed for purposes of holding the beneficial ownership of the Site (the “Property”) and Pilgrim Village II Housing Development Fund Company, Inc. (current property owner), a New York not for profit corporation (the “HDFC”) has been formed for the purposes of holding record title to the Property, solely as nominee for and on behalf of the Company.

Appendix E

Section VI: Property's Environmental History

Appendix E. Section VI: Property's Environmental History

A Phase I Environmental Site Assessment (ESA) was conducted in March 2023 which covered the Site and two adjacent lots (Sublot 4 and Sublot 5). The following Recognized Environmental Conditions (RECs) were specifically identified on the Site (i.e., conclusions pertaining to adjacent lots not discussed):

- The subject property was historically used/developed with an auto repair shop/garage between at least 1925 and 1950 historically addressed as 931-935 Ellicott Street. A gasoline underground storage tank (UST) was depicted within Ellicott Street, directly west of the auto repair shop, between at least 1925 and 1951. Municipal records indicate the installation of one 550-gallon UST at 933 Ellicott Street in 1945 and the removal of one 550-gallon UST at 931-935 Ellicott Street in 1974. Additionally, this former building was also used as a window cleaning company and associated maintenance company/building between at least 1955 and 1971.
- Environmental assessment of the subject property (Sublot 3) was included within at least two Phase I ESA's, Phase II ESAs, and a geotechnical assessment conducted for a greater Site which includes Sublot 3, 4 and 5. The limited subsurface data available for the subject property did identify urban fill conditions similar to the southern adjacent New York State Department of Conservation Brownfield Cleanup Program (NYSDEC BCP) site (Sublot 4). Soils contained metals and semi-volatile organic compounds (SVOCs), primarily polycyclic aromatic hydrocarbons (PAHs) at concentrations exceeding NYSDEC Part 375 restricted residential Soil Cleanup Objectives (SCOs). Furthermore, it should also be noted that "perimeter" subsurface soil samples collected as part of the BCP Remedial Investigation for Sublot 4 consistently identified SVOCs, pesticides, and metals at concentrations exceeding NYSDEC Part 375 restricted residential SCOs along the parcel boundary shared with Sublot 3. The extent and severity of the subsurface impact present at Sublot 3 is unknown and will be assessed during the Remedial Investigation (RI).

A Phase II ESA was also conducted in March 2023 which covered the Site and one adjacent lot. The relevant conclusion was as follows:

- Field observations and laboratory groundwater sample analytical results do not suggest a remedial concern on the subject property (Sublot 3), specifically related to groundwater. However, urban-type fill material, consistent with what has been documented associated with the southern adjacent property (Sublot 4), was observed throughout the soil borings. Although only minor evidence of field impairment (staining) was observed, laboratory soil analytical results identified concentrations of SVOCs and metals above NYSDEC Part 375 restricted residential SCOs.

A Phase I ESA was conducted in June 2024 which only covered the Site. Based on the results of this assessment, the following RECs have been identified in connection with the Site:

- The southwest portion of the Site historically included auto repair operations with a gasoline UST in the adjacent roadway. Municipal records indicate that there was formerly a curb pump at this location. The UST was removed in 1974. Although the former uses were not specifically targeted, a Phase II investigation completed in 2023 covered the general area of these concerns. According to a Phase II investigation completed in 2023, field observations and laboratory groundwater analytical results did not suggest a remedial concern on the Site, specifically related to groundwater. However, urban-type fill material, consistent with what has been documented associated with the south adjacent BCP site

(active Site #C915294), was observed on the Site. Soil sample analytical results from this Phase II indicated concentration exceedances of restricted residential SCOs, as noted above.

Supplemental soil and groundwater sampling was conducted in May 2025 to further investigate the RECs and assess BCP eligibility. Metal and SVOC, primarily PAH concentrations, were noted in the soil samples above restricted residential SCOs. A number of metal compound concentrations in groundwater samples from two of the temporary wells installed exceeded Technical and Operational Guidance Series 1.1.1 (TOGS 1.1.1) Class GA water quality guidance standards. Although these exceedances were noted, the samples were not filtered prior to analysis.

Based on the analytical results, the primary contaminants of concern in Site soils are metals (lead and mercury) and SVOCs (benzo[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, dibenz[a,h]anthracene and indeno[1,2,3-cd]pyrene). Possible contaminants of concern in Site groundwater are metals (arsenic, barium, beryllium, cadmium, chromium, copper, lead, manganese, mercury, nickel, selenium and zinc).

Appendix F

Section VII: Requestor Information

Appendix F. Section VII: Requestor Information

The Requestor, Pilgrim Village Ventures LLC, is a corporation authorized to conduct business in New York State (NYS) by the NYS Department of State Division of Corporations. The **Entity Information Printout** is attached along with an **Ownership Structure Flowchart** which lists the names of the members/owners.

Investigation, assessment and remedial work plans, reports and other documents will be prepared for the Requestor by Brydges Engineering in Environment & Energy (BE3). BE3 is a New York State Licensed Professional Engineering firm meeting the requirements of Section 7210 of the Education Law to provide professional engineering services in the State of New York (Certification No. 0019059) and is authorized to practice engineering in New York State. All documents will be certified by Jason M. Brydges, P.E., a New York State licensed professional engineer (No. 079402). Mr. Brydges has a B.S. and M.S. in Environmental Engineering and has worked in the environmental engineering field for over 20 years performing a wide variety of environmental assessment, design, and remediation projects. He has been involved with or managed most of the firm's Brownfield projects and is advanced on tax credit/remedial option analysis for site specific needs.



BRYDGES ENGINEERING
IN ENVIRONMENT AND ENERGY, DPC

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Department of State

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Entity Information

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Entity Details

**ENTITY NAME:** PILGRIM VILLAGE VENTURES LLC**DOS ID:** 7243977**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:** 02/01/2024**REASON FOR STATUS:****EFFECTIVE DATE INITIAL FILING:** 02/01/2024**INACTIVE DATE:****FOREIGN FORMATION DATE:****STATEMENT STATUS:** CURRENT**COUNTY:** KINGS**NEXT STATEMENT DUE DATE:** 02/28/2026**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:** THE LIMITED LIABILITY COMPANY**Address:** 150 MYRTLE AVE., SUITE 2, BROOKLYN, NY, UNITED STATES, 11201**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:

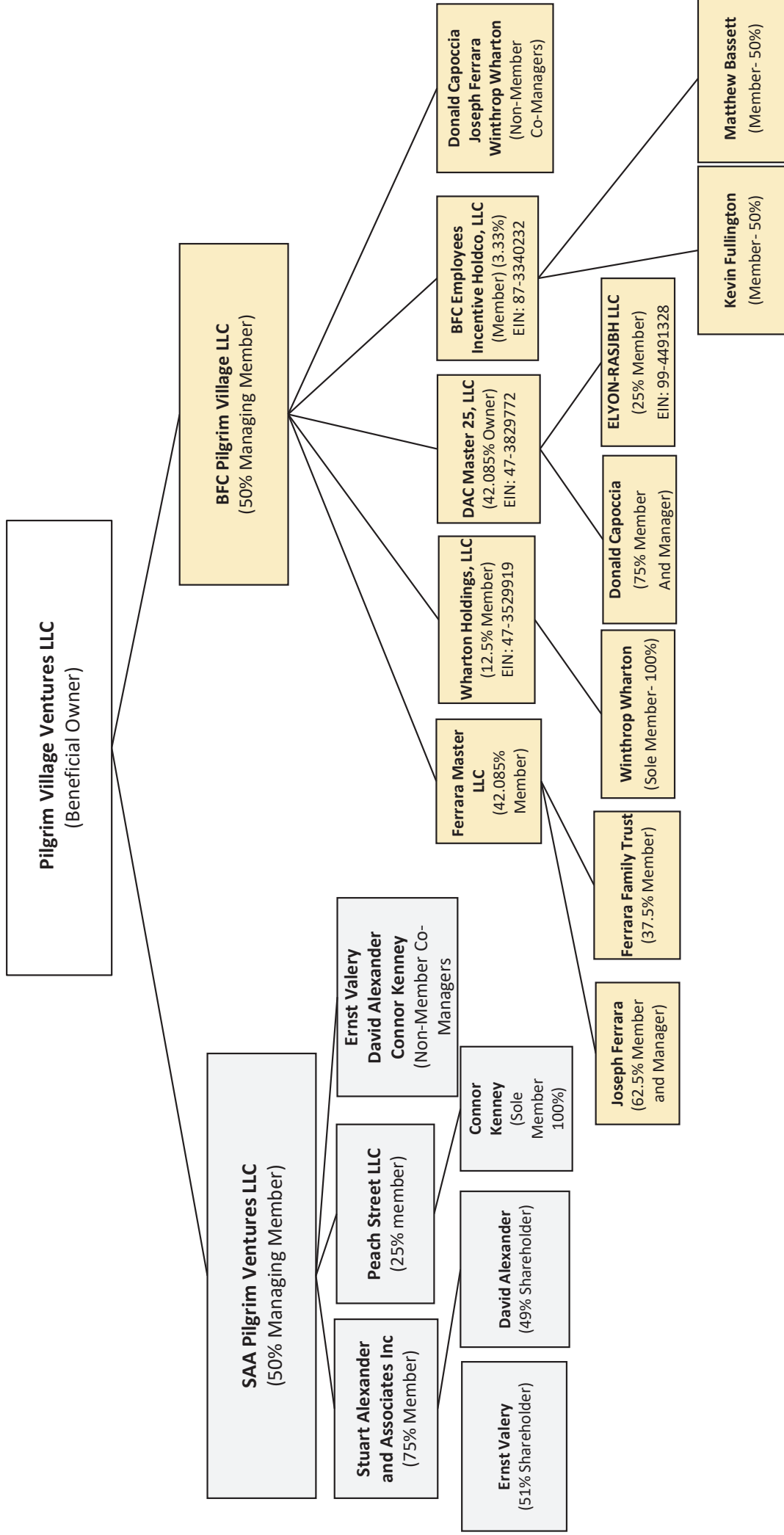
Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

Pilgrim Village Lot 3



Appendix G

Section IX: Program Fee

Appendix G. Section IX: Program Fee

The Requestor, Pilgrim Village Ventures LLC, is applying for a fee waiver on the basis that the project is an 100% affordable housing project.

Appendix H

Section X: Requestor Eligibility

Appendix H. Section X: Requestor Eligibility

The Requestor, Pilgrim Village Ventures LLC, qualifies as a “Volunteer” in accordance with NY ECL27-1405(1)(b) and 6 NYCRR 375.2(b)(2). The Requestor became involved with the Site after the disposal or discharge of contaminants and has no relationship with the previous owners/operators of the Site and is thus entitled to volunteer status.

Attached is a **Site Access Agreement** granting the Requestor access to the property before signing the Brownfield Cleanup Agreement (BCA) and throughout the Brownfield Cleanup Program (BCP) project, including the ability to place an environmental easement on the property.

Site Access Certification

The undersigned hereby certifies as follows:

- 1.) I am duly authorized to furnish this Certification on behalf of Pilgrim Village II Housing Development Fund Company Inc. (the "Owner").
- 2.) As of the date hereof, the Owner is the fee simple owner of the property located at 951 Ellicott Street (SBL No. 100.71-3-80), located in the City of Buffalo, New York.
- 3.) The Owner is aware that (a) Pilgrim Village Ventures LLC (the "Applicant") is filing a Brownfield Cleanup Program Application ("BCPA") relating to the property.
- 4.) The Owner has no objection to the Applicant filing the BCPA with the New York State Department of Environmental Conservation (NYSDEC).
- 5.) This will confirm that the Applicant has been granted legal access to the property for the purposes of the BCPA and will be granted all necessary legal access, including an easement, if required, to complete remediation of the property.

IN WITNESS WHEREOF, this Certification has been duly executed and delivered as of the date set forth above.

Signature: 

Name: Connor Kenney

Title: Regional Head & Partner

Date: 8/01/2025

Appendix I

Section XII: Site Contact List

Appendix I. Section XII: Site Contact List

All of the following contacts and adjacent property owners will receive fact sheets throughout the project duration. In respect to adjacent properties identified as “tenant occupied,” both the tenant (as “current occupant”) and current owner will receive fact sheets throughout the project duration. The **Repository Acceptance Acknowledgement** from The Buffalo and Erie County Public Library is attached.

Contact	Address
Erie County	
Honorable Mark Poloncarz Erie County Executive	95 Franklin Street Buffalo, NY 14202
Daniel Castle AICP County Environment & Planning Co.	95 Franklin Street, 16 th Floor Buffalo, NY 14202
Lawrence J. Dupre Erie County Legislator	1367 Fillmore Ave Buffalo, NY 14211
Olivia Owens Erie County Legislature Clerk	92 Franklin Street, 4 th Floor Buffalo, NY 14202
John Cappellino ECIDA President	95 Perry Street Buffalo, NY 14203
Commissioner Gale Burstein, MD Erie County Health Department	95 Franklin Street, Room 931 Buffalo, NY 14202
Commissioner Daniel Neaverth, Jr. Erie County Local Emergency	45 Elm Street Buffalo, NY 14203
City of Buffalo	
Christopher P. Scanlon City of Buffalo Mayor	65 Niagara Square, Room 201 Buffalo, NY 14202
Crystal Middleton Director of Planning and Zoning	65 Niagara Square, Room 901 Buffalo, NY 14202
Leah M. Halton-Pope Ellicott District Councilmember	65 Niagara Square, Rm 1413 Buffalo, NY 14202
Supplier of Potable Water	
Buffalo Water Department	281 Exchange Street Buffalo, NY 14202
Erie County Water Authority	295 Main Street, Room 350 Buffalo, NY 14203
Local News Media	
Buffalo News	1 News Plaza Buffalo, NY 14240
WGRZ TV - Ch. 2	259 Delaware Avenue Buffalo, NY 14202
WIVB - Ch. 4	2077 Elmwood Avenue Buffalo, NY 14207
WKBW News Channel 7	7 Broadcast Plaza Buffalo, NY 14202
WJYE ATTN: Environmental News Desk	1700 Rand Building Buffalo, NY 14203
Business First	465 Main Street Buffalo, NY 14203-1793

WBEN News Radio 930 Entercom Radio of Buffalo	500 Corporate Pkwy, Suite 200 Buffalo, NY 14226
WNED, Environmental News Desk	P.O. Box 1263, Horizons Plaza Buffalo, NY 14240
Nearby Schools and Day Cares	
City Honors School	186 E North St. Buffalo, NY 14204
Health Sciences Charter School	1140 Ellicott St. Buffalo, NY 14209
Futures Academy	295 Carlton St. Buffalo, NY 14204
Buffalo Commons Charter School	833 Michigan Ave., 3 rd Floor Buffalo, NY 14203
Beyond Child Care LLC	29 Laurel St. Buffalo, NY 14209
Toot-Toot Day Care	43 Northampton St. Buffalo, NY 14209
Grandma Cassies Love N Learn	126 Edna Pl. Buffalo, NY 14209
Westminster Early Childhood Program	724 Delaware Ave. Buffalo, NY 14209
Document Repository	
April Tompkins	Buffalo and Erie County Public Library 1 Lafayette Square Buffalo, NY 14203
Current Owner	
Pilgrim Village II Housing Development Fund Company	150 Myrtle Avenue, Floor 2 Brooklyn, NY 11201

Address	SBL/Tax ID	Owner	Owner Address	Tenant Occupied?
Adjacent Property Owners				
903 ELLICOTT ST.	100.71-3-1.12	MCGUIRE PV HOLDING LP	455 CAYUGA RD STE 100 BUFFALO, NY 14209	YES
50 ST. PAUL ST.	100.71-2-9.1	ST PAUL GROUP LLC	295 MAIN ST STE 210 BUFFALO, NY 14203	YES
946 ELLICOTT ST.	100.71-2-55	ST PAUL GROUP LLC	295 MAIN ST STE 210 BUFFALO, NY 14203	YES
53 BEST ST.	100.71-2-7.1	NIAGARA MOHAWK POWER CORP	300 ERIE BLVD WEST BLDG SYRACUSE, NY 13202	YES
969 ELLICOTT ST.	100.64-5-49.1	1238 GROUP, LLC	295 MAIN ST STE 700 BUFFALO, NY 14203	YES
68 BEST ST.	100.64-5-48	P&J RESOURCES LLC	170 FORESTVIEW DR WILLIAMSVILLE, NY 14221	YES
70 BEST ST.	100.64-5-47	SUBASHINI PERUMAL	70 BEST ST. BUFFALO, NY 14209	NO
72 BEST ST.	100.64-5-46	FRANCIS & VICTORIA MANNING	266 ELMWOOD AVE BUFFALO, NY 14222	YES
74 BEST ST.	100.64-5-45	FRANCIS & VICTORIA MANNING	266 ELMWOOD AVE BUFFALO, NY 14222	YES
76 BEST ST.	100.64-5-44	JAMES BROOKS	120 BEST ST. BUFFALO, NY 14209	YES
86 BEST ST.	100.64-5-43	STELLA JACKSON	120 BEST ST.	YES

			BUFFALO, NY 14209	
94 BEST ST.	100.64-5-41.1	GWENDOLYN HENRY	94 BEST ST. BUFFALO, NY 14209	NO
88 BEST ST.	100.64-5-42	JUDITH & ROBIN PULLIAM	126 OAKRIDGE RD GRAND ISLAND, NY 14072	YES
99 BEST ST.	100.71-3-81	PILGRIM VILLAGE SENIOR HOUSING	99 BEST ST. BUFFALO, NY 14209	NO



RE: Repository (Former Pilgrim Village - 951 Ellicott St)

From April Tompkins <tompkinsa@buffalolib.org>

Date Wed 7/30/2025 12:32 PM

To Alexis Palumbo <apalumbo@be3corp.com>

CAUTION: This email originated from outside of the organization.

Good afternoon Alexis,

Per your request, this is to inform you that the Buffalo and Erie County Public Library will be the repository for all documents (and updates) submitted by your company related to the **Former Pilgrim Village Sublot 3 Brownfield Cleanup Program (BCP) Application, located at 951 Ellicott Street, Buffalo, Erie County, New York** . These documents will be made available for public viewing at the **Central (downtown) Library** and/or any of the **other 36 libraries of your choice within our System.** Please refer to our procedure below.

We prefer that you do not take and/or send documents to individual libraries. We will process according to our procedure and distribute to the location(s) of your choice. **Be sure to include a cover letter.** **If you would like a confirmation that your documents were received, you will need to include the request in your cover letter and provide an email address.**

Please keep the following in mind:

- Documents (including updates) for public viewing should be either brought in person (to my attention) to the Central Library's administrative reception desk located on the second floor or sent via mail/**delivery carrier**. Documents sent via e-mail will not be accepted. The mailing address is:

**Attention: April Tompkins
Re: Repository Documents
Buffalo and Erie County Public Library
1 Lafayette Square
Buffalo, NY 14203**

- After processing, documents are made available usually within three business days after receipt, excluding weekends and holidays. Documents for the Central/Downtown library are located on the first floor in the Information Services Department.
- If you would like the documents distributed at **libraries other than Central**, you will need to send or give us the appropriate quantity of copies with labels or a list regarding their destination(s). We will distribution accordingly. We do not make copies for distribution.
- Documents that cannot be stapled, should be kept together in some type of binder. Please do not send 'loose' papers, especially if including a cd or flash drive.

- You have the choice regarding the format (hard copy print and/or disk or flash drive) you wish to submit. If submitting in more than one format (ex: print and disk), please be sure that they are titled/labeled accordingly. **If cd's or flash drives are included, please secure to the corresponding printed document(s) to prevent it from getting lost or separated.** If submitting in cd and/or flash drive format only (with no printed documentation), it will need to be in some type of enclosed pocket/envelope (clear, if possible) to prevent it from being misplaced or lost. Although CD-ROMs are not accessible on public library computers, patrons may bring in their personal laptop or external optical drive to view the disk in-house. Public computers do have USB ports for flash drives. If optional, an alternative is the availability to go online using a provided link for patrons to read/print. Patrons are not allowed to take original repository documents out of the Library.

Please feel free to contact me by replying to this e-mail or by phone at 716-858-7129 if you still have any questions.

Regards,
April

April Tompkins, Sr. Library Clerk
Office of Chief Operating Officer
Buffalo and Erie County Public Library
1 Lafayette Square | Buffalo, NY 14203
Voice: 716-858-7129 | Fax: 716-845-9053
E-mail: tompkinsa@buffalolib.org

Appendix J

Section XIII: Statement of Certification and Signatures

CERTIFICATE

OF

PILGRIM VILLAGE VENTURES LLC

The undersigned, being all of the members of Pilgrim Village Ventures LLC (the “Company”), hereby certify as follows as of the 15th day of August, 2024:

1. The Company has been duly formed under the laws of the State of New York, is validly existing and is in good standing as a limited liability company under the laws of the State of New York with full power and authority to own its property and conduct its business and is lawfully qualified to do business in each jurisdiction where the ownership of its property requires such qualification.

2. Attached hereto as Exhibit “A” is a true, correct, complete and accurate copy of the Articles of Organization of the Company filed with the New York State Department of State, Corporations Unit on February 1, 2024, and the same is in full force and effect and has not been amended, modified, and revoked on and as of the date of this certificate.

3. Attached hereto as Exhibit “B” is a true, complete and accurate copy of the Certificate of Publication of the Company dated May 6, 2024, and filed with the New York State Department of State, Corporations Unit on May 6, 2024.

4. Attached hereto as Exhibit “C” is a true, correct, complete and accurate copy of the Operating Agreement of the Company dated as of January 31, 2024 (the “Operating Agreement”), and the same is in full force and effect and has not been amended, modified, and revoked on and as of the date of this certificate.

5. Attached hereto as Exhibit “D” is a true, complete and accurate copy of the Certificate of Status (also referred to as a Certificate of Good Standing or Certificate of Existence) of the Company, as issued by the New York State Department of State, Corporations Unit on July 16, 2024.

6. Attached hereto as Exhibit “E” is a true, correct, complete and accurate copy of the consent and resolutions of the Company, which are in full force and effect on the date hereof and have not been modified or revoked.

7. As of the date hereof, SAAEVI Pilgrim Ventures LLC and BFC Pilgrim Village LLC are the members of the Company.

8. This Certificate (the “Certificate”) is intended to induce Cannon Heyman & Weiss LLP to render those certain opinions to Low Income Investment Fund, and other lenders and equity investors, as applicable, dated the date of this Certificate, with the understanding that Cannon Heyman & Weiss LLP will rely upon the certifications made in this Certificate in rendering such opinion letter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this certificate as of the day and year first above written

SAAEVI PILGRIM VENTURES LLC

By: 

Name: Ernst Valery

Title: Authorized Signatory

BFC PILGRIM VILLAGE LLC

By: _____

Name: Donald Capoccia

Title: Authorized Signatory

Certificate – Pilgrim Village Ventures LLC

IN WITNESS WHEREOF, the undersigned have executed this certificate as of the day and year first above written

SAAEVI PILGRIM VENTURES LLC

By: _____
Name: Ernst Valery
Title: Authorized Signatory

BFC PILGRIM VILLAGE LLC

By: _____
Name: Donald Capoccia
Title: Authorized Signatory

Certificate – Pilgrim Village Ventures LLC

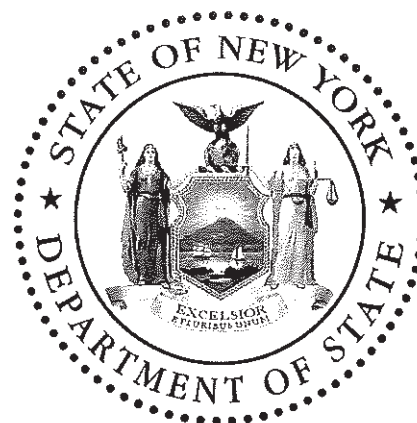
EXHIBIT "A"

ARTICLES OF ORGANIZATION

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : PILGRIM VILLAGE VENTURES LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 7243977
FILE DATE : 02/01/2024
FILE NUMBER : 240201043265
TRANSACTION NUMBER : 202402010008380-2893965
EXISTENCE DATE : 02/01/2024
DURATION/DISSOLUTION : PERPETUAL
COUNTY : KINGS



SERVICE OF PROCESS ADDRESS : THE LIMITED LIABILITY COMPANY
150 MYRTLE AVE., SUITE 2
BROOKLYN, NY, 11201, USA

ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS :

N/A

FILER : ACCUMERA LLC
911 CENTRAL AVE., #101,
ALBANY, NY, 12206, USA

SERVICE COMPANY : ACCUMERA LLC
SERVICE COMPANY ACCOUNT : HW
CUSTOMER REFERENCE : 52083

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100005115289

TOTAL FEES:	\$205.00	TOTAL PAYMENTS RECEIVED:	\$205.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$5.00	DRAWDOWN ACCOUNT:	\$205.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00

ARTICLES OF ORGANIZATION
OF
PILGRIM VILLAGE VENTURES LLC
Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age, and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

- FIRST: The Name of the limited liability company is: **PILGRIM VILLAGE VENTURES LLC**
- SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.
- THIRD: The county, within this state, in which the office of the limited liability company is to be located is **KINGS**
- FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against the limited liability company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon the Secretary of State by personal delivery is:
**THE LIMITED LIABILITY COMPANY
150 MYRTLE AVE.
SUITE 2
BROOKLYN, NY 11201**
- FIFTH: The limited liability company is to be managed by: **One or more members**
- SIXTH: The existence of the limited liability company shall begin **upon filing of these Articles of Organization with the Department of State.**
- SEVENTH: The limited liability company shall have a perpetual existence.
- EIGHTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and

amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

DANIELLE DRISCOLL, AUTHORIZED PERSON OF ACCUMERA LLC (Signature)

**ACCUMERA LLC, ORGANIZER
911 CENTRAL AVE., #101
ALBANY, NY 12206**

Filed by:

**ACCUMERA LLC
911 CENTRAL AVE., #101
ALBANY, NY 12206**

EXHIBIT “B”

CERTIFICATE OF PUBLICATION

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : PILGRIM VILLAGE VENTURES LLC
DOCUMENT TYPE : CERTIFICATE OF PUBLICATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 7243977
FILE DATE : 05/06/2024
FILE NUMBER : 240507000590
TRANSACTION NUMBER : 202405060001058-3221563
EXISTENCE DATE : 02/01/2024
DURATION/DISSOLUTION : PERPETUAL
COUNTY : KINGS



SERVICE OF PROCESS ADDRESS : THE LIMITED LIABILITY COMPANY
150 MYRTLE AVE., SUITE 2
BROOKLYN, NY, 11201, USA

ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS :

N/A

FILER : ACCUMERA LLC
911 CENTRAL AVE., #101,
ALBANY, NY, 12206, USA

SERVICE COMPANY : ACCUMERA LLC
SERVICE COMPANY ACCOUNT : HW

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100005685985

TOTAL FEES:	\$80.00	TOTAL PAYMENTS RECEIVED:	\$80.00
FILING FEE:	\$50.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$5.00	DRAWDOWN ACCOUNT:	\$80.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00



Division of Corporations,
State Records and
Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF PUBLICATION
OF

Pilgrim Village Ventures LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

The undersigned is the *(Check appropriate box)* ☐ Member ☐ Manager ☒ Authorized Person

of **Pilgrim Village Ventures LLC**

(Name of Domestic Limited Liability Company)

If the name of the limited liability company has changed, the name under which it was

organized is: _____

The articles of organization were filed by the Department of State on: **February 1, 2024**

The published notices described in the annexed affidavits of publication contain all of the information required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Limited Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

May 6, 2024

/s/ Tobin R. Bush

Tobin R. Bush, Authorized Person of Accumera LLC

Accumera LLC, Authorized Person

HW - Drawdown

Brooklyn Daily Eagle/Daily Bulletin
195 Montague Street, Suite 1414 Brooklyn, NY 11201
E: legals@brooklyneagle.com

Affidavit of Publication Under Section 206 of the Limited Liability Company Law

To: Accumera LLC
911 Central Avenue, #101
Albany, NY 12206

Re: Legal notice # 215799, PILGRIM VILLAGE VENTURES LLC

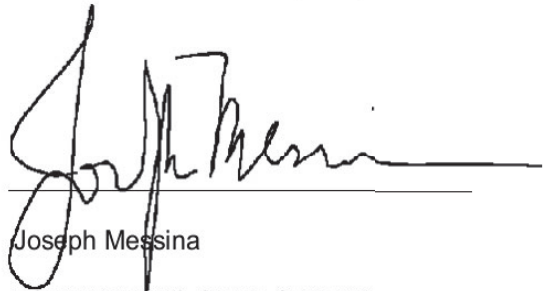
State of New York }
 } SS:
County of Kings }

The undersigned is the publisher of Brooklyn Daily Eagle/Daily Bulletin, a daily newspaper published in Kings, New York. A notice regarding PILGRIM VILLAGE VENTURES LLC was published in said newspaper once in each week for 6 consecutive weeks, commencing on Mon 3/25/2024 and ending on Mon 4/29/2024. The text of the notice as published in said newspaper is as set forth below. This newspaper has been designated by the Clerk of Kings County for this purpose.



John Dozier Hasty, Publisher

Sworn to before me this 29th day of April, 2024



Joseph Messina

NOTARY PUBLIC, STATE OF NEW YORK
No. 01ME6401055
Qualified in Kings County
My commission expires on 12/2/2027

-- Text of Notice --

PILGRIM VILLAGE VENTURES LLC

Pilgrim Village Ventures LLC filed w/ SSNY 2/1/24. Off. in Kings Co. Process served to SSNY - desig. as agt. of LLC & mailed to the LLC, 150 Myrtle Ave, Ste 2, Brooklyn, NY 11201. Any lawful purpose.

AFFIDAVIT OF PUBLICATION
Pursuant to Section 206 of the Limited Liability Company Law
Canarsie Courier

State of New York,

County of, Kings County,

The undersigned is the authorized designee of the Canarsie Courier, a Weekly newspaper published in Kings County, New York. A notice regarding Pilgrim Village Ventures LLC was published in said newspaper once in each week for six successive weeks, commencing on 03/28/2024 and ending on 05/02/2024. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit.

This newspaper has been designated by the County Clerk of Kings County, as a newspaper of record in this county, and as such, is eligible to publish such notices.

Christina Henke Rea

Signature

Christina Henke Rea

Printed Name

Subscribed and sworn to before me,

This 04 day of May 2024

Digitally signed
by douglas w rea
Date: 2024.05.04
12:27:18 +00:00



**KINGS COUNTY
NOTICE OF
FORMATION OF A
LIMITED LIABILITY
COMPANY**

Pilgrim Village Ventures
LLC filed w/ SSNY 2/1/24.
Off. in Kings Co. Process
served to SSNY - desig. as
agt. of LLC & mailed to the
LLC, 150 Myrtle Ave, Ste 2,
Brooklyn, NY 11201. Any
lawful purpose.

CERTIFICATE OF PUBLICATION
OF

Pilgrim Village Ventures LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

Filed By: **Accumera LLC**
(Name)

911 Central Ave., #101
(Mailing Address)

Albany, NY 12206
(City, State and Zip Code)

HW - Drawdown

NOTES:

1. The name of the limited liability company and the date of filing of the articles of organization must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State for filing a certificate of publication for a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a **\$50** filing fee payable to the Department of State.

(For office use only)

Attach this page after the affidavits of publication.

EXHIBIT “C”
OPERATING AGREEMENT

OPERATING AGREEMENT
OF
PILGRIM VILLAGE VENTURES LLC

This Operating Agreement (this “Agreement”) of Pilgrim Village Ventures LLC is entered into between the members whose names and addresses are set forth hereafter (the “Members”)

The Members hereby form limited liability company pursuant to and in accordance with the Limited Liability Company Law of the State of New York as amended from time to time (the “LLCL”) and hereby agree as follows:

Name. The name of the limited liability company formed hereby is Pilgrim Village Ventures LLC (the “Company”).

1. Term. The term of the Company shall commence on the date of filing of its Articles of Organization with the Secretary of State and shall continue until terminated by the Members or dissolved in accordance with the LLCL.
2. Purpose. The purposes for which the Company is formed are as follows: to, directly or indirectly, acquire, finance, own, maintain, improve, operate, develop, construct, rehabilitate, manage, lease and, if appropriate or desirable, sell or otherwise dispose of that certain real property located at 951 Ellicott Street, Buffalo, New York 14209 and any and all improvements thereon, whether existing now or located thereon in the future; and to engage in any and all manner of business incidental to the foregoing activities. The Company shall have the power to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for furtherance and accomplishment of its purpose.
3. Members. The name and the business residence or mailing address of the Members and their respective Membership Interests are as follows:

BFC Pilgrim Village LLC	150 Myrtle Avenue Brooklyn, NY 11201	50%
SAAEVI Pilgrim Ventures LLC	110 Elmwood Avenue Buffalo, NY 14203	50%

4. Management Duties and Responsibilities.
 - 4.1 Manager. The business operations and affairs of the Company shall be managed by a board of two managers (the “Managers”). The Members hereby agree subject to the provisions of this agreement to BFC Pilgrim Village LLC and SAAEVI Pilgrim Ventures LLC as the initial Managers. The Managers shall be solely responsible and

shall have the complete and exclusive right, power and authority with respect to the management of the Company's business. In order for any action of the Managers to be valid, proper and binding upon the Company such action must be agreed and consented to by the unanimous consent of all Managers. The Managers shall possess all rights and powers permitted by law and all rights and powers which may be necessary, incidental or convenient for the development, operation, sale, financing, management or ownership of the Company and its assets. The number of Managers may be increased or decreased upon the unanimous consent of the Members at any time. Any vacancy in the Board of Managers shall be filled by the unanimous consent of the Members. Managers do not need to be Members. The Managers may appoint such officers of the Company as it may deem advisable. The officers of the Company if so appointed shall be responsible for the day-to-day business operations and affairs of the Company. They shall have such powers as are usually exercised by comparable designated officers of a New York corporation and shall have the authority to bind the Company through the exercise of such powers subject to and to the extent consistent with the terms hereof. The officers of the Company shall be appointed and be subject to removal by the Managers and operate as an autonomous management group accountable only to the Managers.

Removal of Manager. The initial Managers or any other individual or entity which is appointed as Manager shall serve as Manager unless and until any such Manager has (i) made a general assignment for the benefit of creditors; or (ii) has commenced voluntary case for relief as debtor under the Bankruptcy Code; or (iii) has been adjudicated bankrupt; (iv) engaged in any action or inaction that would constitute just cause; or (v) has committed default or breach of any of the terms of this agreement.

4.2 Rights and Powers of the Manager. The Managers shall have all of the rights and powers which may be possessed by Manager in limited liability company formed under the laws of the state of New York, which are otherwise conferred by law or which are necessary, advisable or convenient to the discharge of duties under this Agreement and to the management, direction and control of the business and affairs of the Company, exercisable without the consent of any Member, including but not limited to the following rights and powers. Rights and powers of the Managers by way of illustration but not by way of limitation, shall include the sole, exclusive and unrestricted (exercisable without the consent of any Member) right and power to perform the following acts on behalf of the Company:

- (a) Authorize or approve all actions with respect to distribution of funds, borrowing funds, executing contracts, bonds, guarantees, notes, security agreements, mortgages, and all other instruments to effect the purposes of this Agreement; and execute and all other instruments and perform any acts determined to be necessary or advisable to carry out the intentions and purposes of the Company.
- (b) Subject to the limitations imposed by this Agreement, admit additional Members.

- (c) Perform any and all acts necessary to pay any and all organizational expenses incurred in the creation of the Company and in raising additional capital, including without limitation, reasonable brokers' and underwriters' commissions, legal and accounting fees, license and franchise fees (it being understood that all expenses incurred in the creation of the Company and the commencement of the Company business shall be borne by the Company); and compromise, arbitrate or otherwise adjust claims in favor or against the Company and to commence or defend against litigation with respect to the Company or any assets of the Company as the Managers deem advisable, all or any, of the above matters being at the expense of the Company; and to execute, acknowledge and deliver any and all instruments to effect any and all of the foregoing.
- (d) Purchase goods or services from any corporation or other form of business enterprise, whether or not such corporation or business enterprise is owned or controlled by, or affiliated with the Managers.
- (e) Establish Company offices at such other places as may be appropriate, hire Company employees and consultants, engage counsel and otherwise arrange for the facilities and personnel necessary to carry out the purpose and business of the Company, the cost and expense thereof an incidental thereto to be borne by the Company.
- (f) Intentionally Omitted.
- (g) Conduct the tax, financial and business affairs of the Company.
- (h) (1) borrow money on behalf of the Company, or in its capacity as Managers of the Company to cause the Company to borrow money, upon such terms and conditions as may be deemed advisable and proper in the Managers' sole discretion, including pledge or mortgage of Company property to secure the indebtedness; and (2) as Managers of the Company to cause the Company to sell, exchange or otherwise dispose of its property.
- (i) To manage, repair, insure, service, promote, advertise, lease, sublease and create or release interests in the Company's property, including without limitation, the creation or condominium and/or cooperative forms of ownership.
- (j) To pay out of Company funds such expenses as are necessary to carry out the intentions and purposes of the Company.
- (k) Subject to such limitations as are hereinafter set forth to contract with or deal with the Company for supplying management, brokerage, construction, and other services to the Company (all of which may be performed by entities which are affiliated with the Managers, as herein provided.)

- (l) To employ agents, attorneys, auditors, accountants and depositories and to grant power of attorneys.
- (m) To employ persons in the operation and management of the Company, including but not limited to, managing agents, real estate brokers and/or sales agents, and marketing companies in connection with the sale or rental of the Company's property or any portion thereof, on such terms and for such compensation as the Managers deem commercially reasonable. With respect to services customarily provided by such managing agents, rental agents, real estate brokers and/or sales agents and/or marketing companies the Managers, on behalf of the Company, are hereby authorized to enter into agreement with entities affiliated with (or under the common ownership with some or all of) the Managers for the performance of such services to the Company, provided that the terms thereof are commercially reasonable.
- (n) To enter into any contract of insurance which the Managers deem necessary and proper for the protection of the Company, the conservation of the Company's property, or any other asset of the Company or for any purpose convenient or beneficial to the Company, including but not limited to, contracts naming the Managers as additional insured.
- (o) To act on behalf of the Company to cause the Owner to take, or consent to the Owner to take, or consent to the Owner taking any of the foregoing actions with respect to the Owner or any other assets owned by the Owner.
- (p) Take all actions as may be deemed appropriate by the Managers on behalf of the Company.

4.3 The Members agree that (i) an affiliate SAAEVI Pilgrim Ventures LLC shall be retained as the property manager of any operating real estate owned (directly or indirectly) by the Company, based on commercially reasonable terms; and (ii) an affiliate of BFC Pilgrim Village LLC shall be retained as the general contractor for all construction work required to be performed on real estate owned (directly or indirectly) by the Company based on a stipulated sum contract to be negotiated. The construction budget contained in this contract must be aligned with the project underwriting. If a project lender (e.g. the State Housing Financing Agency or bank) informs the Company that the underwritten construction cost is too high compared to similar projects in the market and as a result there is a gap in the project financing, Stuart Alexander & Associates, Inc. may direct the Company to bid the project to other general contractors or construction managers. Once, any such bids are received by the Company, the BFC Pilgrim Village LLC affiliated general contractor shall have a last look to match any such pricing.

- 4.4 All decisions made for and on behalf of the Company by Managers shall be binding upon the Company. No Person dealing with the Managers shall be required to determine its authority to enter into any undertaking on behalf of the Company, nor to determine any fact or circumstances bearing on the existence of such authority; provided, however that nothing herein contained shall extinguish, limit, or condition the liability of the Managers to the Members to discharge their obligations in accordance with this Agreement and the LLCL. The Managers can execute, on behalf of the company, contracts, agreements, instruments, leases, notes or bonds, mortgages on Company assets securing indebtedness and any and all other documents incidental thereto without obtaining the approval or consent of any member.
- 4.5 Except as otherwise specifically provided in this Agreement to the contrary, no Members shall have the right to take part in the control of the Company business or to sign for or to bind the Company such power being vested in the Managers. Except as otherwise explicitly provided in this Agreement or as required by the LLCL (which requirement shall not be permitted by the LLCL to be waived by this Agreement) the Members shall not be entitled to vote on any matter. It is the intention of the Members that to the fullest extent permissible under the LLCL all matters shall be determined and all action taken by the Managers rather than the Members. The Company shall not be required to hold annual or other meetings of the Members. Subject to the foregoing meeting of the Members may be called at any time by the Managers. If called, meetings of Members shall be held at the Company's principal place of business or such other location selected by the Managers. At Meeting of Members, the presence in person or by proxy of Members holding not less than majority of the Membership Interests shall constitute quorum. A Member may vote either in person or by written proxy signed by the Member or by its duly authorized attorney in fact. Members may participate in meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can speak to and hear each other. Such participation shall constitute presence in person at the meeting.
- 4.6 If the Managers or Members are unable to agree upon any matter or matters arising under this Agreement for which unanimous consent or approval of the Managers or Members is required, each Manager or Member, as applicable, shall select an advisor and, within three (3) days thereafter, such advisors shall jointly select and appoint one (1) independent individual possessing relevant experience (the "Independent Third Party"), who shall be unrelated to any of the Managers or Members, or any of their Affiliates, shareholders, officers, directors, members or partners as the case may be. The Independent Third Party shall determine within five (5) days thereafter the action or matter at issue, and the determination of such Independent Third Party shall be binding upon the Managers and/or Members, as applicable. Furthermore, in the event the aforesaid advisors cannot agree upon an Independent Third Party within three (3) days as described herein, such matter shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the County in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place

or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorneys' fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the matter, dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

5. Capital Contributions. The Members have contributed to the Company the following amounts to date in the form of cash:

<u>Name of Member</u>	<u>Capital Contribution</u>
BFC Pilgrim Village LLC	\$75,000.00
SAAEVI Pilgrim Ventures LLC	\$75,000.00

6. Additional Contributions. The Members shall each contribute fifty percent of all required capital contributions. Such capital contributions shall only be required as unanimously agreed upon.
7. Capital Accounts. The Company shall maintain separate capital accounts and distribution accounts for each Member. Each Member's Capital Account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv).
8. Allocation of Profit and Losses. The Company's profits and losses shall be allocated as follows: BFC Pilgrim Village LLC, 50%; SAAEVI Pilgrim Ventures LLC, 50%.
9. Distribution. Distributions shall be made to the Members at the time and in the aggregate amounts determined by the Managers as follows: BFC Pilgrim Village LLC, 50%; SAAEVI Pilgrim Ventures LLC, 50%.
10. Assignments. Member may not assign in whole or in part his limited liability company interest without the unanimous consent of the other members.
11. Partnership Representative. For tax purposes, BFC Pilgrim Village LLC is designated as the Partnership Representative.
12. Withdrawal of Member. Member may withdraw from the Company in accordance with the LLCL.
13. Admission of Additional Members. One or more additional members of the Company may be admitted to the company only with the consent of all the Members.

14. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, all rights and remedies being governed by said laws.

16. Counterparts; Effective Date. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any part to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement is dated and shall be effective among the parties as of the date first above written.

[signature page to follow]

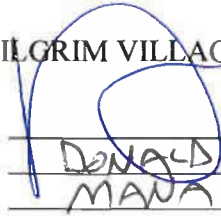
IN WITNESS WHEREOF the undersigned intending to be legally bound hereby have duly executed this Operating Agreement as of this 31st day of January, 2024.

BFC PILGRIM VILLAGE LLC

By:

Name:

Title:


DONALD CAPOCCIA
MANAGER

SAAEVI PILGRIM VENTURES LLC

By:

Name:

Title:



Ernst Valery
President

EXHIBIT “D”

CERTIFICATE OF STATUS

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	PILGRIM VILLAGE VENTURES LLC
DOS ID Number:	7243977
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Entity Status:	EXISTING
Date of Initial Filing with DOS:	02/01/2024
Statement Status:	CURRENT
Statement Due Date:	02/28/2026

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	ARTICLES OF ORGANIZATION
Date of Filing:	02/01/2024
Entity Name:	PILGRIM VILLAGE VENTURES LLC

Document Type:	CERTIFICATE OF PUBLICATION
Date of Filing:	05/06/2024

Above space is left blank intentionally.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on July 16, 2024 at 01:03 P.M.

WALTER T. MOSLEY
Secretary of State

Brendan C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100006087707 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

EXHIBIT “E”

CONSENT AND RESOLUTIONS

UNANIMOUS WRITTEN CONSENT
OF THE
MEMBERS
OF
PILGRIM VILLAGE VENTURES LLC

This consent is being made and executed as of the 15th day of August, 2024. Reference is hereby made to Exhibit A attached hereto and made a part hereof (the “Transactions Description”). All definitions not otherwise defined herein shall have the meaning set forth on the Transactions Description.

The undersigned being all of the members of Pilgrim Village Ventures LLC (“Company”) hereby adopt the following resolutions and consent to the taking of the corporate actions hereinafter specified (or contemplated therein or thereby), and these resolutions have not been amended, modified or repealed:

RESOLVED, that (i) Company and (ii) all affiliates of which Company holds a direct or indirect interest in Company are hereby authorized and empowered to enter into the applicable transactions more particularly described in the Transactions Description, including but not limited to the Property Transfer, the Development Activities, the Acquisition Loan and the Sales Tax Exemption (collectively, the “Transactions”); and it is

FURTHER RESOLVED, that (i) Company and (ii) all affiliates of which Company holds a direct or indirect interest are hereby authorized and empowered to execute and deliver any and all documents necessary to consummate the Transactions and any and all amendments, modifications and extensions (collectively, the “Transaction Documents”), which documents may contain such terms, provisions, conditions, stipulations and agreements as Company may deem proper and advisable, and that Ernst Valery, David S. Alexander, Donald Capoccia and Joseph Ferrara or their respective designees (each an “Authorized Signatory”) are, collectively, authorized to act on behalf of Company to execute and deliver such Transaction Documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Transactions; and it is

FURTHER RESOLVED, that (i) Company and (ii) all affiliates of which Company holds a direct or indirect interest are hereby authorized and empowered to enter into any additional construction, permanent and subordinate financing with respect to the development of the Project (“Financing”), which additional Financing may contain such terms, provisions, conditions, stipulations and agreements as the Company may deem proper and advisable and that such Authorized Signatory is authorized to act on behalf of Company to execute and deliver such

Financing documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Transactions; and it is

FURTHER RESOLVED, that in addition to and without limiting the generality of the foregoing resolutions with respect to the foregoing transactions, the Authorized Signatory, be, and is, authorized and directed to take such further action in connection with said transactions and to execute and deliver such instruments as such Authorized Signatory, with advice of counsel may deem appropriate to carry out the foregoing resolutions; and the taking of such action or execution of such instruments shall be deemed conclusive evidence of the determination of such Authorized Signatory that such action or execution was appropriate and in the best interest of Company; and it is

FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of Company, the prior to the adoption of these resolutions with respect to the financing of the Project and all matters related thereto, are hereby ratified, confirmed and approved.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

SAAEVI PILGRIM VENTURES LLC

By:


Ernst Valery, Authorized Signatory

By:

David S. Alexander, Authorized
Signatory

BFC PILGRIM VILLAGE LLC

By:

Donald Capoccia, Authorized
Signatory


By:

Joseph Ferrara, Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

SAAEVI PILGRIM VENTURES LLC

By: _____
Ernst Valery, Authorized Signatory

By:  _____
David S. Alexander, Authorized
Signatory

BFC PILGRIM VILLAGE LLC

By: _____
Donald Capoccia, Authorized
Signatory

By: _____
Joseph Ferrara, Authorized Signatory

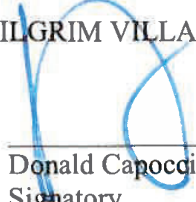
IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

SAAEVI PILGRIM VENTURES LLC

By: _____
Ernst Valery, Authorized Signatory

By: _____
David S. Alexander, Authorized
Signatory

BFC PILGRIM VILLAGE LLC

By:  _____
Donald Capoccia, Authorized
Signatory

By: _____
Joseph Ferrara, Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

SAAEVI PILGRIM VENTURES LLC

By: _____
Ernst Valery, Authorized Signatory

By: _____
David S. Alexander, Authorized
Signatory

BFC PILGRIM VILLAGE LLC

By: _____
Donald Capoccia, Authorized
Signatory

By: _____
Joseph Ferrara, Authorized Signatory

**AUTHORIZED TRANSACTIONS FOR THE DEVELOPMENT OF
PILGRIM VILLAGE LOT 3 PROJECT**

Pilgrim Village Ventures LLC, a New York limited liability company (the “Company”) has been formed for purposes of holding the beneficial ownership of certain real property located at 951 Ellicott Street, Buffalo New York (Parcel ID #100.71-3-80) (the “Property”) upon which it is contemplated that a 150 unit multifamily development will be developed (the “Project”) and Pilgrim Village II Housing Development Fund Company, Inc., a New York not for profit corporation (the “HDFC”) has been formed for the purposes of holding record title to the Property, solely as nominee for and on behalf of the Company. BFC Pilgrim Village LLC, a New York limited liability company (“BFC MM”) and SAAEVI Pilgrim Ventures LLC (“SAAEVI MM”), a New York limited liability company, are the co-managing members of the Company. In connection with the development of the Project, it is anticipated that Stuart Alexander and Associates, Inc. (“SAA”), BFC MM, SAAEVI MM, HDFC, David Alexander, Ernst Valery, Donald Capoccia, Joseph Ferrera and the Company (collectively, the “Participants”), as applicable, will enter into a series of transactions described as follows:

Transaction 1 – Maguire PV Holding, L.P. shall transfer its fee interest in the Property to the HDFC and the HDFC shall transfer the beneficial interests in and to the Property to the Company pursuant to a Declaration of Interest and Nominee Agreement (the “Declaration”) entered into between the HDFC and the Company (collectively, the “Property Transfer”);

Transaction 2 – One or more of the Participants will be required to engage in various development activities and enter into various transaction documents in connection with the development of the Project (the “Development Activities”);

Transaction 3 – The Company shall borrow from Low Income Investment Fund (“LIIF”) an acquisition and predevelopment mortgage loan in the principal amount of approximately \$3,226,273.07 (the “Acquisition Loan”). The Acquisition Loan shall be secured by, among other security instruments, a mortgage on the Property given by both the Company and the HDFC and may be further memorialized by a loan agreement, promissory note, guaranty agreement, general assignment, environmental indemnification agreement and such other assignments, indemnities, guarantees, and any and all other documents and any amendments and/or restatements thereto to be entered into in order to induce LIIF to make the Acquisition Loan.

Transaction 4 - The HDFC shall obtain an exemption from sales and use taxes relating to the construction and/or rehabilitation of the Project, as applicable, and execute all documents in connection therewith (the “Sales Tax Exemption”).

Transaction 5 - SAA shall enter into certain guaranty agreements and indemnifications (collectively, the “Guaranty Agreements”) in connection with the Acquisition Loan.

CERTIFICATE

OF

SAAEVI PILGRIM VENTURES LLC

The undersigned, being all of the members of SAAEVI Pilgrim Ventures LLC (the “Company”), hereby certify as follows as of the 15th day of August, 2024:

1. The Company has been duly formed under the laws of the State of New York, is validly existing and is in good standing as a limited liability company under the laws of the State of New York with full power and authority to own its property and conduct its business and is lawfully qualified to do business in each jurisdiction where the ownership of its property requires such qualification.

2. Attached hereto as Exhibit “A” is a true, correct, complete and accurate copy of the Articles of Organization of the Company dated June 21, 2024, and filed with the New York State Department of State, Corporations Unit on June 24, 2024, and the same is in full force and effect and has not been amended, modified, and revoked on and as of the date of this certificate.

3. Attached hereto as Exhibit “B” is confirmation of publication of the Notice of Formation of the Company dated July 9, 2024. Publication is anticipated to be completed on August 16, 2024, and the Certificate of Publication of the Company shall be filed with the New York State Department of State, Corporations Unit thereafter.

4. Attached hereto as Exhibit “C” is a true, correct, complete and accurate copy of the Operating Agreement of the Company dated as of May 1, 2024 (the “Operating Agreement”), and the same is in full force and effect and has not been amended, modified, and revoked on and as of the date of this certificate.

5. Attached hereto as Exhibit “D” is a true, complete and accurate copy of the Certificate of Status (also referred to as a Certificate of Good Standing or Certificate of Existence) of the Company, as issued by the New York State Department of State, Corporations Unit on July 25, 2024.

6. Attached hereto as Exhibit “E” is a true, correct, complete and accurate copy of the consent and resolutions of the Company, which are in full force and effect on the date hereof and have not been modified or revoked.

7. As of the date hereof, Stuart Alexander and Associates, Inc. and Peach Street LLC are the members of the Company.

8. This Certificate (the “Certificate”) is intended to induce Cannon Heyman & Weiss LLP to render those certain opinions to Low Income Investment Fund, and other lenders and equity investors, as applicable, dated the date of this Certificate, with the understanding that Cannon Heyman & Weiss LLP will rely upon the certifications made in this Certificate in rendering such opinion letter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this certificate as of the day and year first above written

STUART ALEXANDER AND
ASSOCIATES, INC.

By: 
Name: Ernst Valery
Title: Authorized Signatory

By: _____
Name: David S. Alexander
Title: Authorized Signatory

PEACH STREET LLC

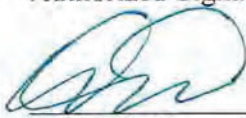
By: _____
Name: Connor Kenney
Title: Authorized Signatory

Certificate – SAAEVI Pilgrim Ventures LLC

IN WITNESS WHEREOF, the undersigned have executed this certificate as of the day and year first above written

STUART ALEXANDER AND
ASSOCIATES, INC.

By: _____
Name: Ernst Valery
Title: Authorized Signatory

By:  _____
Name: David S. Alexander
Title: Authorized Signatory

PEACH STREET LLC

By: _____
Name: Connor Kenney
Title: Authorized Signatory

Certificate – SAAEVI Pilgrim Ventures LLC

IN WITNESS WHEREOF, the undersigned have executed this certificate as of the day and year first above written

STUART ALEXANDER AND
ASSOCIATES, INC.

By: _____
Name: Ernst Valery
Title: Authorized Signatory

By: _____
Name: David S. Alexander
Title: Authorized Signatory

PEACH STREET LLC
By: _____
Name: Connor Kenney
Title: Authorized Signatory

EXHIBIT “A”
ARTICLES OF ORGANIZATION

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : SAAEVI PILGRIM VENTURES LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 7359618
FILE DATE : 06/24/2024
FILE NUMBER : 240625001354
TRANSACTION NUMBER : 202406240001715-3384945
EXISTENCE DATE : 06/24/2024
DURATION/DISSOLUTION : PERPETUAL
COUNTY : ERIE



SERVICE OF PROCESS ADDRESS : KAVINOKY COOK LLP
726 EXCHANGE STREET, SUITE 800
BUFFALO, NY, 14210, USA

ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS : N/A

FILER : KAVINOKY COOK LLP
726 EXCHANGE STREET , SUITE 800
BUFFALO, NY, 14210, USA
SERVICE COMPANY : UNITED CORPORATE SERVICES, INC.
SERVICE COMPANY ACCOUNT : 37
CUSTOMER REFERENCE : SAAEV09775

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100005963980

TOTAL FEES:	\$235.00	TOTAL PAYMENTS RECEIVED:	\$235.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$235.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for SAAEVI PILGRIM VENTURES LLC, File Number 240625001354 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on June 25, 2024.

WALTER T. MOSLEY
Secretary of State



BRENDAN C. HUGHES
Executive Deputy Secretary of State



New York State Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231

ARTICLES OF ORGANIZATION
OF
SAAEVI Pilgrim Ventures LLC
Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is SAAEVI Pilgrim Ventures LLC.

SECOND: The county within this state in which the office of the limited liability company is to be located is Erie County.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

c/o Kavinsky Cook LLP
726 Exchange Street, Suite 800
Buffalo, New York 14210

FOURTH: The limited liability company is to be managed by one or more members or a class or classes of members or by one or more managers or a class or classes of managers.

FIFTH: The limited liability company may have or in the future create, in the manner provided in the operating agreement, one or more classes or groups of members and/or managers having such relative rights, powers, preferences and limitations as may from time to time be established pursuant to the operating agreement, including rights, powers, preferences, limitations and duties senior to existing classes of members and/or managers.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 21st day of June, 2024.


David Alexander (Jun 22, 2024 13:28 EDT)

David Alexander, Organizer

628921

ARTICLES OF ORGANIZATION
OF
SAAEVI PILGRIM VENTURES LLC

Under Section 203 of the Limited Liability Company Law

Filed By:

Kavinoky Cook LLP
726 Exchange Street, Suite 800
Buffalo, NY 14210

EXHIBIT “B”

CONFIRMATION OF PUBLICATION

United Corporate Services, Inc.
80 State Street, Suite 1101
Albany, NY 12207
Attn: Mary Pat Joy

Confirmation of Publication

July 9, 2024

Publication of:

SAAEVI PILGRIM VENTURES
LLC

Publication in:

Niagara Gazette

Publication on:

Jul 12,19,26, Aug 2,9,16

Jewish Press

Jul 12,19,26, Aug 2,9,16

Your Order #

SAAEV09778

Notice of Formation of SAAEVI Pilgrim Ventures LLC. Arts. of Org. filed with Secy. of State (SSNY) on 6/24/24. Office location: Erie County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Kavinoky Cook LLP, 726 Exchange St, Ste 800, Buffalo NY 14210. Purpose: any lawful activity.

EXHIBIT “C”
OPERATING AGREEMENT

LIMITED LIABILITY COMPANY
AGREEMENT OF
SAAEVI PILGRIM VENTURES LLC

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of May 1, 2024, by Stuart Alexander and Associates, Inc., a New York corporation, Peach Street LLC, a New York Limited Liability Company (the "Members") and SAAEVI PILGRIM VENTURES LLC, a New York limited liability company (the "Company").

WITNESSETH:

WHEREAS, on or about June 21, 2024, the Members caused the formation of the Company by the filing of Articles of Organization (the "Articles of Organization") with the New York Secretary of State; and

WHEREAS, the Members hereby states their intention to operate the Company under the New York Limited Liability Company Law, as may be amended from time to time (the "Act"); and

WHEREAS, the Members and the Company desire to enter into this Agreement to set forth their respective rights, powers, duties and obligations, and their understandings as to the governance and operations of the Company.

NOW, THEREFORE, in consideration of the covenants and agreement contained herein, and for other good and valuable consideration, the receipt and sufficiency if which is hereby acknowledged, the Members and the Company agree as follows:

ARTICLE 1
TERM, NAME, PURPOSE AND PLACE OF BUSINESS

1.1 Formation of Company: Term. The Company was formed on or about June 21, 2024 upon the filing of the Articles of Organization with the office of the Secretary of State of the State of New York in accordance with the Act and shall continue until dissolved and liquidated pursuant to the provisions of Article 5 hereof. The Members acknowledge the resignation of the organizer named within the Articles of Organization (the "Organizer") as organizer of the Company. The Members and the Company hereby agree to assume all duties and responsibilities in connection therewith, and to indemnify and hold harmless the Organizer from and against any and all liability of any kind whatsoever which as such Organizer may incur or suffer as a result of being organizer of the Company. The Organizer shall be a third-party beneficiary of the provisions of this Section of the Agreement.

1.2 Name. The name of the Company is SAAEVI PILGRIM VENTURES LLC, and the Company shall hold title to all assets in that name.

1.3 Purposes of the Company. The purposes shall be to engage in any lawful act or activity for which limited liability companies may be organized under the Act and any successor statute, as amended from time to time. Without limiting the generality of the preceding sentence,

the purpose of the Company is to act as a co-member of the beneficial owner of an affordable housing development commonly known as the Pilgrim Village, located in Buffalo, New York.

1.4 Company Filings. The Members shall execute and file all documents required by the Act to be filed in connection with the formation and continued operations of the Company and to preserve and maintain the limited liability of its Members.

1.5 Place of Business. The principal place of business of the Company shall be at such location as may be selected by the Members from time to time. The initial address for service of process for the Company shall be c/o Kavinsky Cook LLP, 726 Exchange Street, Suite 800, Buffalo, New York 14210, or at such address as may be selected by the Members from time to time.

ARTICLE 2 CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTEREST

2.1 Interest and Liability of the Members: Indemnification.

2.1.1 The interest of the Members (the "**Membership Interest**") in the Company as of the date hereof is as set forth on Schedule "A" annexed hereto and made a part of this Agreement.

2.1.2 No Member or Officer shall be liable to the Company or to any Member in damages for any action that such Member or Officer takes or fails to take in such capacity, unless it is proved, by clear and convincing evidence, in a court of competent jurisdiction that such action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company.

2.1.3 The Company agrees to indemnify each Member and Officer (each an "indemnified party"), to the fullest extent permitted by law, and to save and hold each indemnified party harmless from, and in respect of, all (1) fees, costs and expenses incurred in connection with or resulting from any claim, action or demand against such indemnified party or the Company that arise out of or in any way relate to the Company, its properties, business or affairs, and (2) such claims, actions and demands, and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; provided, however, that this indemnification shall apply only so long as the indemnified party has acted in good faith on behalf of the Company, in a manner reasonably believed by him or her to be within the scope of his authority under this Agreement and in the best interests of the Company, and only if such action or failure to act did not constitute willful misconduct, fraud or gross negligence.

2.2 Capital Contribution.

2.2.1 The initial Capital Contribution made to the Company by the Members is as set forth in the books and records of the Company.

2.2.2 All contributions made by the Members to the Company pursuant to this Section 2 are referred to herein as the Members' "Capital Contribution."

2.2.3 The Members shall not be held accountable for any of the debts, losses, judgments, or any of the liabilities of the Company beyond the Members's Capital Contribution, except as provided by law.

2.3 **Capital Account.** A capital account shall be maintained for the Members on the books of the Company in accordance with the provisions of Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

2.4 **Cash Flow, Profits and Losses.** Net cash flow and net profits and net losses of the Company, as determined for Federal income tax purposes, shall be distributed and allocated, as applicable, to the Members.

ARTICLE 3 MANAGEMENT

3.1 **Manager.** The Company shall be managed by the Members.

3.2 **Officers.**

The Company may have a President, Vice President, Secretary and Treasurer, and such other officers as the Members may from time to time appoint. As of the date of this Agreement, the officers of the Company are as follows:

President:	Ernst Valery
Vice President:	David Alexander

3.2.1 The officers shall be appointed by the Members and shall serve at the sufferance of the Members. Each officer is subject to removal or replacement by the Members at any time. Any officer of the Company who is also an officer of the Members shall be deemed to resign, effectively immediately, upon such officer's resignation from the Members. Subject to the limitations of this Agreement with respect to actions required to be taken by the Members, President, Secretary and Treasurer shall have those rights, powers, duties and responsibilities as are customarily possessed by such officers of a New York corporation, except as such rights, powers, duties and responsibilities may be limited or expanded by action of the Members; and any other officers shall have such rights, powers, duties and responsibilities as shall be granted by action of the Members. Officers shall be considered to have a delegation of the powers of the Members pursuant to the Act, to the extent of their authority to act as provided herein. Any officer of the Company may resign at any time by giving written notice to the Members. The resignation of any officer shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.3 **Certain Tax Matters.**

3.3.1 The Members shall engage an accountant to prepare, at the expense of the Company, all tax returns and Agreements, if any, which must be filed by or on behalf of the Company.

3.3.2 The Members agrees to use best efforts to meet all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations, rulings and

other procedures of the Internal Revenue Service to ensure that the Company will be taxable as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Members shall take any action or make any election that is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

3.3.3 If the Company is taxed as a partnership, the Company hereby designates the Members to be the "Tax Representative," who shall be the "partnership representative" of the Company within the meaning of Section 6223(a) of the Code. If any state or local tax law provides for a partnership representative or person having similar rights, powers, authority, or obligations (including as a "tax matters partner"), the Tax Representative shall also serve in such capacity. The Tax Representative may resign at any time, subject to the provisions of Treasury Regulations Section 301-6223-1. If a Tax Representative ceases to serve as such for any reason, the Company itself will automatically and immediately become the new (acting) Tax Representative.

ARTICLE 4 BOOKS, RECORDS, REPORTS AND ACCOUNTS

4.1 Books and Records. At all times during the continuance of the Company, the Members shall keep, or cause to be kept, full and true books of account, in which shall be entered fully and accurately each transaction of the Company. The Company shall keep its books and records on the same method of accounting employed for tax purposes. The fiscal year of the Company shall be the calendar year. The Members shall also cause to be prepared and filed all Federal, state and local tax returns required of the Company.

4.2 Retention of Books and Records.

4.2.1 The Company shall continuously maintain at its principal place of business set forth in Section 1.5:

(A) A current list of the full name and last known business or residence address of the Members together with the contribution and the share in profits and losses of the Members;

(B) A copy of the Articles of Organization and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any such certificate has been executed;

(C) Copies of the Company's Federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(D) Copies of this Agreement and all amendments thereto; and

(E) Such additional books and records as are necessary for the operation of

the Company.

4.2.2 Any records maintained by the Company in the regular course of its business may be kept on, or be in the form of, punch cards, magnetic tape, photographs, micrographics, or any other information storage device, provided that the records so kept can be converted into clearly legible written form within a reasonable period of time.

4.3 **Bank Accounts.** The Company shall establish and maintain accounts in financial institutions (including, without limitation, national or state banks, trust companies, or savings and loan institutions) in such amounts as the Members may deem necessary from time to time. The funds of the Company shall be deposited in such accounts and shall not be commingled with the funds of the Members or any affiliate thereof.

ARTICLE 5

DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

5.1 **Dissolution.** The Company shall be dissolved upon the happening of the first of the following to occur:

- (A) Upon approval of the Members;
- (B) Upon the incapacity, insanity, retirement, resignation, bankruptcy or death of the Members, unless otherwise continued by the legal representative of the Members as permitted under the Act;
- (C) Upon entry of a decree of judicial dissolution of the Company; or
- (E) Otherwise upon the occurrence of any of the events of dissolution stated in Article 7 of the Act, unless otherwise continued as permitted by the Act.

5.2 Liquidation.

5.2.1 Upon the dissolution of the Company as provided in Section 5.1, the Company shall be liquidated as hereinafter set forth. The Members shall be furnished with a statement, reviewed by the Company's independent accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's dissolution. The Members shall, as promptly as practicable, liquidate the assets of the Company, close out all positions, pay or discharge all debts, liabilities and obligations of the Company, and retain such reserves as are deemed necessary for any unforeseen and contingent liabilities of the Company. The Members shall then allocate and distribute the remaining proceeds in cash as follows:

- (i) to the payment of the expenses of liquidation;
- (ii) to the payment of the debts and liabilities of the Company owing to third parties in the order of priority provided by law;
- (iii) to the Members, the balance of the Members's Capital Account.

5.3 **Termination.** The Company shall not terminate until all Company property shall have been disposed of and the Company's assets, after payment of or due provisions for liabilities to the Company's creditors, shall have been distributed to the Members and until the Articles of Organization of the Company shall have been canceled. Notwithstanding the dissolution of the Company, prior to the termination of the Company as aforesaid, the business of the Company and

the affairs of the Members shall continue to be governed by this Agreement.

5.4 **Cancellation of the Articles of Organization.** Upon the completion of the distribution of Company assets as provided in this Article 5 and the termination of the Company, the Members or the liquidating agent shall cause the Articles of Organization of the Company to be canceled.

ARTICLE 6 FURTHER DOCUMENTS

6.1 **Execution by Members.** The Members shall execute, acknowledge and swear to any certificate required by the Act, any amendment to or cancellation thereof required by law, and any certificate or affidavit of fictitious firm name, trade name or the like (and any amendments or cancellations thereof) required by law to carry out the purposes of, and which are consistent with, the purposes of this Agreement; and the Members shall cause to be filed of record all such certificates and instruments as shall be required to be filed.

ARTICLE 7 MISCELLANEOUS

7.1 **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa, as the context may require.

7.2 **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor affect it in any way.

7.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7.4 **Amendment.** All amendments to this Agreement shall require the approval of the Members and must be executed in writing.

[INTENTIONALLY BLANK- SIGNMATIRE FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the day and year first above written.

COMPANY:


SAAEVI PILGRIM VENTURES LLC

By: 
David Alexander (Jun 22, 2024 13:27 EDT)
David Alexander, Vice President

MEMBER:

STUART ALEXANDER AND ASSOCIATES, INC.

By: 
Ernst Valery (Jun 21, 2024 11:36 PDT)
Ernst Valery, Authorized Signatory

By: 
David S. Alexander (Jun 22, 2024 13:27 EDT)
David S. Alexander, Authorized Signatory

PEACH STREET LLC

By: _____
Connor Kenney, Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the day and year first above written.

COMPANY:

SAAEVI PILGRIM VENTURES LLC

By: _____
David Alexander, Vice President

MEMBER:

STUART ALEXANDER AND ASSOCIATES, INC.

By: _____
Ernst Valery, Authorized Signatory

By: _____
David S. Alexander, Authorized Signatory

PEACH STREET LLC

By: CKennedy
Connor Kenney, Authorized Signatory

SCHEDULE A

NAME AND ADDRESS OF MEMBER	MEMBERSHIP INTEREST
Stuart Alexander and Associates, Inc. 110 Elmwood Ave. Buffalo, NY 14201	70%
Peach Street LLC 233 Franklin Street Buffalo, New York 14202	30%

EXHIBIT “D”
CERTIFICATE OF STATUS

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	SAAEVI PILGRIM VENTURES LLC
DOS ID Number:	7359618
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Entity Status:	EXISTING
Date of Initial Filing with DOS:	06/24/2024
Statement Status:	CURRENT
Statement Due Date:	06/30/2026

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	ARTICLES OF ORGANIZATION
Date of Filing:	06/24/2024
Entity Name:	SAAEVI PILGRIM VENTURES LLC

Above space is left blank intentionally.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department
of State, at the City of Albany, on July 25, 2024 at
10:22 A.M.



WALTER T. MOSLEY
Secretary of State

Brendan C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100006141436 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

EXHIBIT “E”

CONSENT AND RESOLUTIONS

UNANIMOUS WRITTEN CONSENT
OF THE
MEMBERS
OF
SAAEVI PILGRIM VENTURES LLC

This consent is being made and executed as of the 15th day of August, 2024. Reference is hereby made to Exhibit A attached hereto and made a part hereof (the “Transactions Description”). All definitions not otherwise defined herein shall have the meaning set forth on the Transactions Description.

The undersigned being all of the members of SAAEVI Pilgrim Ventures LLC (“Company”) hereby adopt the following resolutions and consent to the taking of the corporate actions hereinafter specified (or contemplated therein or thereby), and these resolutions have not been amended, modified or repealed:

RESOLVED, that (i) Company and (ii) all affiliates of which Company holds a direct or indirect interest in Pilgrim Village Ventures LLC, a New York limited liability company (the “Borrower”) are hereby authorized and empowered to enter into the applicable transactions more particularly described in the Transactions Description, including but not limited to the Property Transfer, the Development Activities, the Acquisition Loan and the Sales Tax Exemption (collectively, the “Transactions”); and it is

FURTHER RESOLVED, that (i) Company and (ii) all affiliates of which Company holds a direct or indirect interest are hereby authorized and empowered to execute and deliver any and all documents necessary to consummate the Transactions and any and all amendments, modifications and extensions (collectively, the “Transaction Documents”), which documents may contain such terms, provisions, conditions, stipulations and agreements as Company may deem proper and advisable, and that Ernst Valery and David S. Alexander or their respective designees (each an “Authorized Signatory”) are, collectively, authorized to act on behalf of Company to execute and deliver such Transaction Documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Transactions; and it is

FURTHER RESOLVED, that (i) Company and (ii) all affiliates of which Company holds a direct or indirect interest Borrower are hereby authorized and empowered to enter into any additional construction, permanent and subordinate financing with respect to the development of the Project (“Financing”), which additional Financing may contain such terms, provisions, conditions, stipulations and agreements as the Company may deem proper and advisable and that such Authorized Signatory is authorized to act on behalf of Company to execute and deliver such

Financing documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Transactions; and it is

FURTHER RESOLVED, that in addition to and without limiting the generality of the foregoing resolutions with respect to the foregoing transactions, the Authorized Signatory, be, and is, authorized and directed to take such further action in connection with said transactions and to execute and deliver such instruments as such Authorized Signatory, with advice of counsel may deem appropriate to carry out the foregoing resolutions; and the taking of such action or execution of such instruments shall be deemed conclusive evidence of the determination of such Authorized Signatory that such action or execution was appropriate and in the best interest of Company; and it is

FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of Company, the prior to the adoption of these resolutions with respect to the financing of the Project and all matters related thereto, are hereby ratified, confirmed and approved.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

STUART ALEXANDER AND
ASSOCIATES, INC.

By:


Ernst Valery, Authorized Signatory

By:

David S. Alexander, Authorized
Signatory

PEACH STREET LLC


By:

Connor Kenney, Managing Member

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

STUART ALEXANDER AND
ASSOCIATES, INC.,

By: Ernst Valery, Authorized Signatory

By: 
David S. Alexander, Authorized
Signatory

PEACH STREET LLC

By: Connor Kenney, Managing Member


IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

STUART ALEXANDER AND
ASSOCIATES, INC.,

By: _____
Ernst Valery, Authorized Signatory

By: _____
David S. Alexander, Authorized
Signatory

PEACH STREET LLC

By:  _____
Connor Kenney, Managing Member

**AUTHORIZED TRANSACTIONS FOR THE DEVELOPMENT OF
PILGRIM VILLAGE LOT 3 PROJECT**

Pilgrim Village Ventures LLC, a New York limited liability company (the “Company”) has been formed for purposes of holding the beneficial ownership of certain real property located at 951 Ellicott Street, Buffalo New York (Parcel ID #100.71-3-80) (the “Property”) upon which it is contemplated that a 150 unit multifamily development will be developed (the “Project”) and Pilgrim Village II Housing Development Fund Company, Inc., a New York not for profit corporation (the “HDFC”) has been formed for the purposes of holding record title to the Property, solely as nominee for and on behalf of the Company. BFC Pilgrim Village LLC, a New York limited liability company (“BFC MM”) and SAAEVI Pilgrim Ventures LLC (“SAAEVI MM”), a New York limited liability company, are the co-managing members of the Company. In connection with the development of the Project, it is anticipated that Stuart Alexander and Associates, Inc. (“SAA”), BFC MM, SAAEVI MM, HDFC, David Alexander, Ernst Valery, Donald Capoccia, Joseph Ferrera and the Company (collectively, the “Participants”), as applicable, will enter into a series of transactions described as follows:

Transaction 1 – Maguire PV Holding, L.P. shall transfer its fee interest in the Property to the HDFC and the HDFC shall transfer the beneficial interests in and to the Property to the Company pursuant to a Declaration of Interest and Nominee Agreement (the “Declaration”) entered into between the HDFC and the Company (collectively, the “Property Transfer”);

Transaction 2 – One or more of the Participants will be required to engage in various development activities and enter into various transaction documents in connection with the development of the Project (the “Development Activities”);

Transaction 3 – The Company shall borrow from Low Income Investment Fund (“LIIF”) an acquisition and predevelopment mortgage loan in the principal amount of approximately \$3,226,273.07 (the “Acquisition Loan”). The Acquisition Loan shall be secured by, among other security instruments, a mortgage on the Property given by both the Company and the HDFC and may be further memorialized by a loan agreement, promissory note, guaranty agreement, general assignment, environmental indemnification agreement and such other assignments, indemnities, guarantees, and any and all other documents and any amendments and/or restatements thereto to be entered into in order to induce LIIF to make the Acquisition Loan.

Transaction 4 - The HDFC shall obtain an exemption from sales and use taxes relating to the construction and/or rehabilitation of the Project, as applicable, and execute all documents in connection therewith (the “Sales Tax Exemption”).

Transaction 5 - SAA shall enter into certain guaranty agreements and indemnifications (collectively, the “Guaranty Agreements”) in connection with the Acquisition Loan.