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7 Skillman Street
Brooklyn, New York

Brownfield Cleanup Program Application

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SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF of the application form plus 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. Compress all files (PDFs) into one zipped/compressed folder.
3. Submit the application to the Site Control Section either via email or ground mail, as described below.

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

a. VIA EMAIL:

- Upload the compressed folder to the NYSDEC File Transfer Service. (<http://fts.dec.state.ny.us/fts>) or another file-sharing service.
- Copy the download link into the body of an email with any other pertinent information or cover letter attached to the email.
- Subject line of the email: “*BCP Application NEW - *Proposed Site Name**”
- Email your submission to DESiteControl@dec.ny.gov – do NOT copy Site Control staff.

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, 11th Floor
Albany, NY 12233-7020

PROPOSED SITE NAME: 7 Skillman Street

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: C224068

☒

Yes

☐

No



BCP App Rev 15 – May 2023

SECTION I: Property Information

Included in Attachment A

PROPOSED SITE NAME **7 Skillman Street**

ADDRESS/LOCATION **7 Skillman Street**

CITY/TOWN **Brooklyn**

ZIP CODE **11205**

MUNICIPALITY (LIST ALL IF MORE THAN ONE) **N/A**

COUNTY **Kings**

SITE SIZE (ACRES) **0.705**

LATITUDE

LONGITUDE

| | | | | | |
|-----|-----|--------------|------|-----|--------------|
| 40° | 41' | 54.11749065" | -73° | 57' | 27.32489980" |
|-----|-----|--------------|------|-----|--------------|

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. Refer to Attachment A

| Parcel Address | Section | Block | Lot | Acreage |
|--------------------------|----------|-------------|-----------|--------------|
| 7 Skillman Street | 3 | 1886 | 19 | 0.525 |
| 5 Skillman Street | 3 | 1886 | 30 | 0.180 |
| | | | | |

| | Y | N |
|--|----------------------------------|----------------------------------|
| 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. | <input checked="" type="radio"/> | <input type="radio"/> |
| 2. Is the required property map included with the application? (Application will not be processed without a map) | <input checked="" type="radio"/> | <input type="radio"/> |
| 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) If yes, identify census tract: <u>1237</u> Percentage of property in En-zone (check one): 0% <input type="radio"/> 1-49% <input type="radio"/> 50-99% <input type="radio"/> 100% <input checked="" type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 4. Is the project located within a disadvantaged community? See application instructions for additional information. | <input checked="" type="radio"/> | <input type="radio"/> |
| 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"/> | <input checked="" type="radio"/> |
| 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"/> | <input checked="" type="radio"/> |

| 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: <u>C224068</u> | | <input checked="" type="radio"/> | <input 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? | | <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. | | | |
| 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 checked="" 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 checked="" 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? NA | | <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

Included in Attachment B

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

NOTE: 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.

Is this information attached? ☒ Yes ☐ No

SECTION III: Land Use Factors

Included in Attachment C

1. What is the property's current municipal zoning designation? M1-2/R6A and MX-4

2. What uses are allowed by the property's current zoning (select all that apply)?

Residential ☒ Commercial ☒ Industrial ☒

3. Current use (select all that apply):

Residential ☐ Commercial ☒ Industrial ☐ Recreational ☐ Vacant ☒

Lot 19 - Banquet/Catering Hall - Lot 19
Lot 30 - Vacant Land/Entrance to Banquet Hall

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?

Y ☒ N ☐

5. Reasonably anticipated post-remediation use (check all that apply):

Residential ☒ Commercial ☒ Industrial ☐

If residential, does it qualify as single-family housing?

N/A ☐ ☐ ☒

6. Please provide a statement detailing the specific proposed post-remediation use.
Is this summary attached?

☒ ☐

7. Is the proposed post-remediation use a renewable energy facility?
See application instructions for additional information.

☐ ☒

8. Do current and/or recent development patterns support the proposed use?

☒ ☐

9. Is the proposed use consistent with applicable zoning laws/maps?
Please provide a brief explanation. Include additional documentation if necessary.

☒ ☐

10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans?
Please provide a brief explanation. Include additional documentation if necessary.

☒ ☐

SECTION IV: Property's Environmental History

Included in Attachment D

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:

- 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 checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Chlorinated Solvents | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other VOCs | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| SVOCs | <input checked="" type="checkbox"/> | <input checked="" 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:
Cyanide in groundwater

- 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?

☒ YES

☐ NO

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

| | | | |
|--|---|---|--|
| <input checked="" type="checkbox"/> Coal Gas Manufacturing | <input checked="" 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: MGP gas holders, auto repair and auto storage, junk yard, machine shop

SECTION V: Requestor Information

Included in Attachment E

NAME Bedford Flushing Owner LLC and Bedford Flushing Holding Corp.

ADDRESS 7 Skillman Street

CITY/TOWN Brooklyn

STATE NY

ZIP CODE 11205

PHONE (917) 939-7343

EMAIL theedenpalace@gmail.com

| | Y | N |
|--|----------------------------------|-----------------------|
| 1. Is the requestor authorized to conduct business in New York State (NYS)? | <input checked="" type="radio"/> | <input 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? | <input checked="" type="radio"/> | <input 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"/> | <input 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? Documents that are not properly certified will not be approved under the BCP. | <input checked="" type="radio"/> | <input type="radio"/> |

SECTION VI: Requestor Eligibility

Included in Attachment F

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"/> |

SECTION VI: Requestor Eligibility (CONTINUED)

| | | |
|---|---|------------------------------------|
| 7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting or 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"/> Y | <input checked="" type="radio"/> N |
| 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"/> |
| 12. THE REQUESTOR MUST CERTIFY THAT HE/SHE IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW: | | |
| PARTICIPANT <input type="checkbox"/> <p>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.</p> | VOLUNTEER <input checked="" type="checkbox"/> <p>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.</p> <p>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.</p> <p>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.</p> | |
| 13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached? | | |
| Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/> | | |

SECTION VI: Requestor Eligibility (CONTINUED)

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

Requester owns the proposed
BCP site under two affiliated
entities. Therefore the
Requester has complete
access to the site.

Note: A purchase contract or lease agreement does not suffice as proof of site access.**SECTION VII: Requestor Contact Information**

REQUESTOR'S REPRESENTATIVE Mendel Roth

ADDRESS 7 Skillman Street

CITY Brooklyn

STATE NY

ZIP CODE 11205

PHONE (917) 939-7343

EMAIL theedenpalace@gmail.com

REQUESTOR'S CONSULTANT (CONTACT NAME) Brian Gochenaur

COMPANY Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C

ADDRESS 21 Penn Plaza, 360 West 31st Street, 8th Floor

CITY New York

STATE NY

ZIP CODE 10001

PHONE (212) 479-5479

EMAIL bgochenaur@langan.com

REQUESTOR'S ATTORNEY (CONTACT NAME) David Yudelson

COMPANY Sive, Paget, & Riesel, P.C.

ADDRESS 560 Lexington Avenue, 15th Floor

CITY New York

STATE NY

ZIP CODE 10022

PHONE (646) 378-7219

EMAIL dyudelson@sprlaw.com

SECTION VIII: 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 based on demonstration of financial hardship.

| | Y | N |
|--|----------------------------------|----------------------------------|
| 1. Is the requestor applying for a fee waiver based on demonstration of financial hardship? | <input type="radio"/> | <input checked="" type="radio"/> |
| 2. If yes, appropriate documentation to demonstrate financial hardship 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 IX: Current Property Owner and Operator Information**Included in Attachment G**

| | | |
|---|-------------------------------|----------------|
| CURRENT OWNER Bedford Flushing Owner LLC and Bedford Flushing Holding Corp. | | |
| CONTACT NAME Mendel Roth | | |
| ADDRESS 7 Skillman Street | | |
| CITY Brooklyn | STATE NY | ZIP CODE 11205 |
| PHONE (917) 939-7343 | EMAIL theedenpalace@gmail.com | |
| OWNERSHIP START DATE January 16, 2013 | | |
| CURRENT OPERATOR Eden Palace | | |
| CONTACT NAME Same as current owner | | |
| ADDRESS N/A | | |
| CITY N/A | STATE N/A | ZIP CODE |
| PHONE | EMAIL N/A | |
| OPERATION START DATE N/A | | |

SECTION X: Property Eligibility Information**Included in Attachment H**

| | 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 as an attachment. | <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: <u>224068</u> Class: <u>A</u> | <input checked="" type="radio"/> | <input type="radio"/> |

SECTION X: Property Eligibility Information (continued)

| | Y | N |
|--|----------------------------------|----------------------------------|
| <p>3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?</p> <p>If yes, please provide:</p> <p>Permit Type: _____ EPA ID Number: _____</p> <p>Date Permit Issued: _____ Permit Expiration Date: _____</p> | <input type="radio"/> | <input checked="" type="radio"/> |
| <p>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?</p> <p>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.</p> <p style="text-align: right;">N/A</p> | <input checked="" type="radio"/> | <input type="radio"/> |
| <p>5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?</p> <p>If yes, please provide the order number: _____</p> | <input type="radio"/> | <input checked="" type="radio"/> |
| <p>6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?</p> <p>If yes, please provide additional information as an attachment.</p> <p style="color: red; font-size: small;">Administrative Order on Consent (AOC) - Administrative Settlement No. A2-0552-0606</p> | <input checked="" type="radio"/> | <input type="radio"/> |

SECTION XI: Site Contact List

Included in Attachment I

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:

- 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.

SECTION XII: Statement of Certification and Signatures

(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 authorized signatory (title) of Bedford Flushing Owner LLC, and Bedford Flushing Holding Corp. (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: 9/13/2023 Signature: 

Print Name: Mendel Roth

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

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

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| Please respond to the questions below and provide additional information and/or documentation as required. <i>Please refer to the application instructions.</i> | Y | N |
|---|----------------------------------|----------------------------------|
| 1. Is the property located in Bronx, Kings, New York, Queens or Richmond County? | <input checked="" type="radio"/> | <input type="radio"/> |
| 2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit? | <input checked="" type="radio"/> | <input type="radio"/> |
| 3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)? | <input checked="" type="radio"/> | <input type="radio"/> |
| 4. Is the property upside down or underutilized as defined below? | | |
| Upside down | <input type="radio"/> | <input checked="" type="radio"/> |
| Underutilized | <input type="radio"/> | <input checked="" type="radio"/> |

From ECL 27-1405(31):

“Upside down” shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.

From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application):

375-3.2:

- (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and
 - (1) the proposed use is at least 75 percent for industrial uses; or
 - (2) at which:
 - (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;
 - (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and
 - (iii) one or more of the following conditions exists, as certified by the applicant:
 - (a) property tax payments have been in arrears for at least five years immediately prior to the application;
 - (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or
 - (c) there are no structures.

“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

Check appropriate box below:

- ☐ Project is an Affordable Housing Project – regulatory agreement attached
- ☒ Project is planned as Affordable Housing, but agreement is not yet available*
- *Selecting this option will result in a “pending” status. The regulatory agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.
- ☐ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

- (a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.
- (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

☐ Yes – planned renewable energy facility site with documentation

☐ Pending – planned renewable energy facility awaiting documentation

*Selecting this option will result in a “pending” status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☒ No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site” shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

☐ Yes - *Selecting this option will result in a “pending” status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☒ No

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

Attachment A

Property Information

ATTACHMENT A

SECTION I: PROPERTY INFORMATION

Property and Tax Maps

The following maps are included with this attachment:

Figure A-1: Site Location Map is the required United States Geological Survey (USGS) 7.5-minute quadrangle map showing the proposed brownfield site.

Figure A-2: Site Plan provides a property base map that shows map scale, north arrow orientation, and proposed extent of the property with respect to adjacent streets and roadways.

Figure A-3: Surrounding Land Use Map provides the proposed brownfield site extent with adjacent property owners clearly identified, and surrounding land uses.

Figure A-4: Environmental Zones Map provides a map of the property indicating that it is situated within a New York State (NYS) Environmental Zone (En-Zone) and the extents of En-Zones in the surrounding area.

Figure A-5: Tax Lot Location Map provides a property base map that shows tax lot boundaries, the proposed brownfield site and surrounding area.

Figure A-6: Disadvantaged Community Map provides a property base map that shows location of the site with the Disadvantaged Community overlay developed by the Climate Justice Working Group.

Item 1 – Tax Map Description

The proposed Brownfield Cleanup Program (BCP) site has a footprint of about 30,710 square-foot (0.705 acres) and is associated with the address at 7 Skillman Street in Brooklyn, New York. The proposed BCP site consists of the following Brooklyn Tax Block and Lots:

| Parcel Address | Section | Block | Lot | Acreage |
|-------------------|---------|-------|-----|--------------|
| 7 Skillman Street | 3 | 1886 | 19 | 0.525 |
| 5 Skillman Street | 3 | 1886 | 30 | 0.180 |
| Site Size: | | | | 0.705 |

The reference point for the given latitude (40° 41' 54.11749065") and longitude (-73° 57' 27.32489980") is the approximate center of the site.

Item 14 - Property Description Narrative

Location

The site is associated with the address at 7 Skillman Street (Tax Block 1886, Lots 19 and 30) in the Bedford-Stuyvesant neighborhood of Brooklyn, New York. Tax block 1886 is bordered by Flushing Avenue to the north, Bedford Avenue to the east, Park Avenue to the south, and Skillman Street to the west.

Site Features

The site occupies an area of about 30,710 square-foot (0.705 acres). Lot 19 is improved with a two-story building. Lot 30 is an asphalt and concrete-paved vacant lot. The building on Lot 19 is used as a catering/banquet hall (Eden Palace) and is registered as a New York State Superfund site (Site #224068), managed by the New York State Department of Environmental Conservation (NYSDEC).

Current Zoning and Land Use

According to the New York City Planning Commission (NYCPC) Zoning Map 12d, the site is located in both an M1-2/R6A and MX-4 district. M1 districts typically include light industrial uses, such as woodworking shops, repair shops, and wholesale service and storage facilities. Offices, hotels and most retail uses are also permitted. R6A is a contextual district where the Quality Housing bulk regulations are mandatory. These regulations produce high lot coverage, six- to eight-story apartment buildings set at or near the street line. The Quality Housing Program also requires amenities relating to interior space, recreation areas and landscaping. The Special Mixed Use District (MX) encourages investment in existing neighborhoods with mixed residential and industrial uses in close proximity and creates expanded opportunities for new mixed use communities.

The proposed use is consistent with applicable zoning laws and maps.

Past Use of the Site

The March 2014 Site Characterization Report and March 2017 Interim Site Management Plan, prepared by GEI Consultants, Inc., P.C. (GEI) for the Skillman Street Holder Station (7 Skillman Street, Lot 19) indicates that the site was located in a densely developed urban area, characterized by residential, commercial, and industrial uses.

Lot 19 was developed with five unknown structures, by at least 1869 and operated as a manufactured gas plant (MGP) from about 1884 to 1940 by several companies, including "The People's Gas Light Company" and "The Brooklyn Union Gas Company". Gas Holder No. 1 was built prior to 1884, and Holder No. 2 was built in 1891. The gas holders were reportedly used for gas distribution, as no gas production facilities were identified in historical records. Gas storage

ended sometime before 1935 and the holders were partially demolished. By 1947, the site was used for automobile parking and automobile repair until 2002. In 2003, the building was redeveloped into a catering and banquet hall, which remains in use at present day.

According to historical Sanborn Maps, the southern and western parts of Lot 30 were used as a junk yard between 1918 and 1935. By 1947, the junk yard was no longer present and the northwestern part of Lot 30 was improved with a building labeled as a machine shop. The Sanborn Maps do not identify the use between 1950 and 1965, but indicate the site was vacant between 1977 and 2003. The 2003 map depicts the northern entrance to the banquet/catering hall.

Site Geology and Hydrogeology

GEI conducted site characterization sampling in June 2013. One soil boring (SSGP-06/SSGP-06B) was installed in Lot 30, and three soil borings (SSGP-07, SSGP-08, and SSGP-09/SSGP-09B) were installed in Lot 19. According to soil descriptions provided in GEI's Interim Site Management Plan the proposed brownfield site is predominantly underlain by uncontrolled fill, characterized by mostly brown and gray sand with varying amounts of silt, brick fragments, gravel, glass, concrete, coal and coal fragments, extending to about 18 to 26.5 feet below grade surface (bgs). Native soil was not encountered in the three borings on Lot 19 because of apparent refusal, which is suspected to be the bottom of the former gas holders. The uncontrolled fill was underlain by fine to medium sand and silt in the boring on Lot 30 (SSGP-06/SSGP-06B).

Groundwater was reported between elevation 13 and 7 feet, as referenced to the North American Vertical Datum of 1988 (NAVD88) during GEI's 2013 site characterization sampling. Groundwater in the general area appears to flow west; however, according to GEI, groundwater at the site also flows southeast towards the Marcy Ave Metropolitan Transit Authority (MTA) dewatering system, which is located about 2,500 feet northwest of the site.

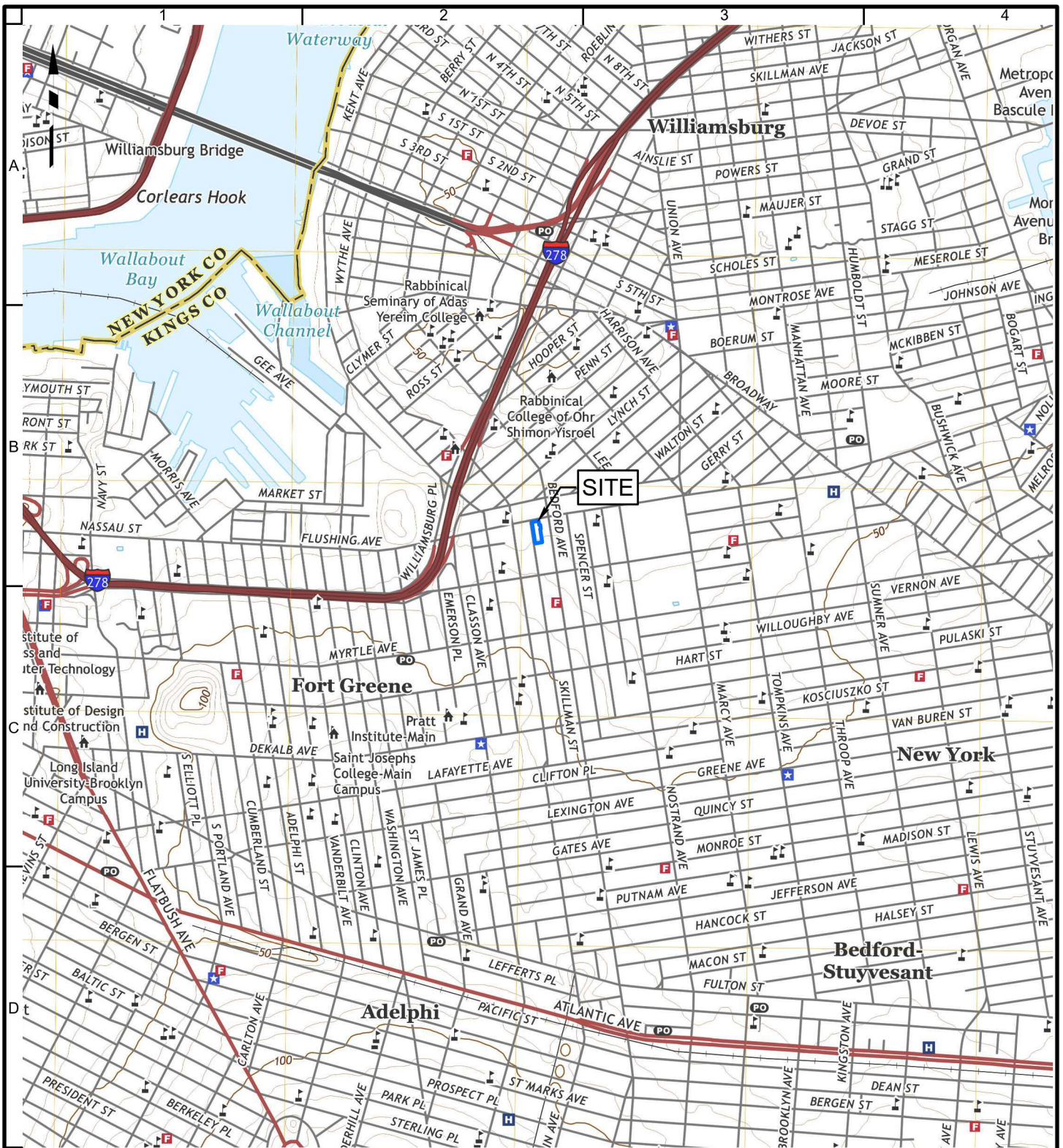
Environmental Assessment

Based on previous investigations and available data, the known primary contaminants of concern include semivolatile organic compounds (SVOC), petroleum-related volatile organic compounds (VOCs), and metals in soil/fill, VOCs, SVOCs, metals, and cyanide in groundwater; and petroleum-related and chlorinated VOCs (CVOCs) in sub-slab vapor. A summary of impacted media is provided below.

- **Soil:** Petroleum-related VOCs, including benzene, toluene, ethyl benzene, and total xylenes (BTEX) exceeded the unrestricted use (UU) soil cleanup objectives (SCOs) in one sample collected near the base of gas holder No. 1 (about 20 feet below grade). Soil sampling within the site footprint was limited for GEI because of restricted access. One off-site sample, located in the eastern Skillman Street sidewalk was reported to contain

coal tar impacts. Soil sample analytical results from the off-site sample contained concentrations of BTEX at 1,220 milligram per kilogram (mg/kg). The off-site findings suggest a source of coal tar may exist below the proposed BCP site. SVOCs (including naphthalene) and several metals (including lead and mercury), were also detected in the uncontrolled fill and near the gas holder base, at concentrations exceeding UU SCOS and/or restricted use restricted-residential (RR) SCOs.

- **Groundwater:** On-site groundwater within the gas holder footprint contained concentrations of BTEX up to 51,900 micrograms per liter (µg/L) and naphthalene concentrations of 5,600 µg/L, both of which exceed the NYSDEC Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standard (AWQS) and Guidance Values for Class GA (drinking water). BTEX, naphthalene, and chlorinated VOCs were also detected in groundwater outside of the gas holder footprint, exceeding the Class GA AWQS. Several metals and total cyanide were detected in groundwater across the site, at concentrations exceeding the Class GA AWQS.
- **Soil Vapor:** Petroleum-related and chlorinated VOCs were detected in sub-slab vapor at concentrations which are likely related to an on-site release. Tetrachloroethene (PCE) was detected in soil vapor at a maximum concentration of 12,000 micrograms per cubic meter (µg/m³) and trichloroethene (TCE) was detected at a maximum concentration of 1,200 µg/m³, which, according to the New York State Department of Health (NYSDOH) Decision Matrix, warrants mitigation in future development.



Legend

Approximate Site Boundary



Notes:
1. Basemap adapted from United States Geological Survey (USGS) 7.5-Minute Series Topographical Maps, Brooklyn, New York, Quadrangle.

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Langan Engineering & Environmental Services, Inc.
Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.
Langan International LLC

Collectively known as Langan

Project

**7 SKILLMAN
STREET**

BLOCK No. 1886, LOT Nos. 19 & 30

BROOKLYN

NEW YORK

Figure Title

**SITE LOCATION
MAP**

Project No.

170698901

Date

8/23/2023

Scale

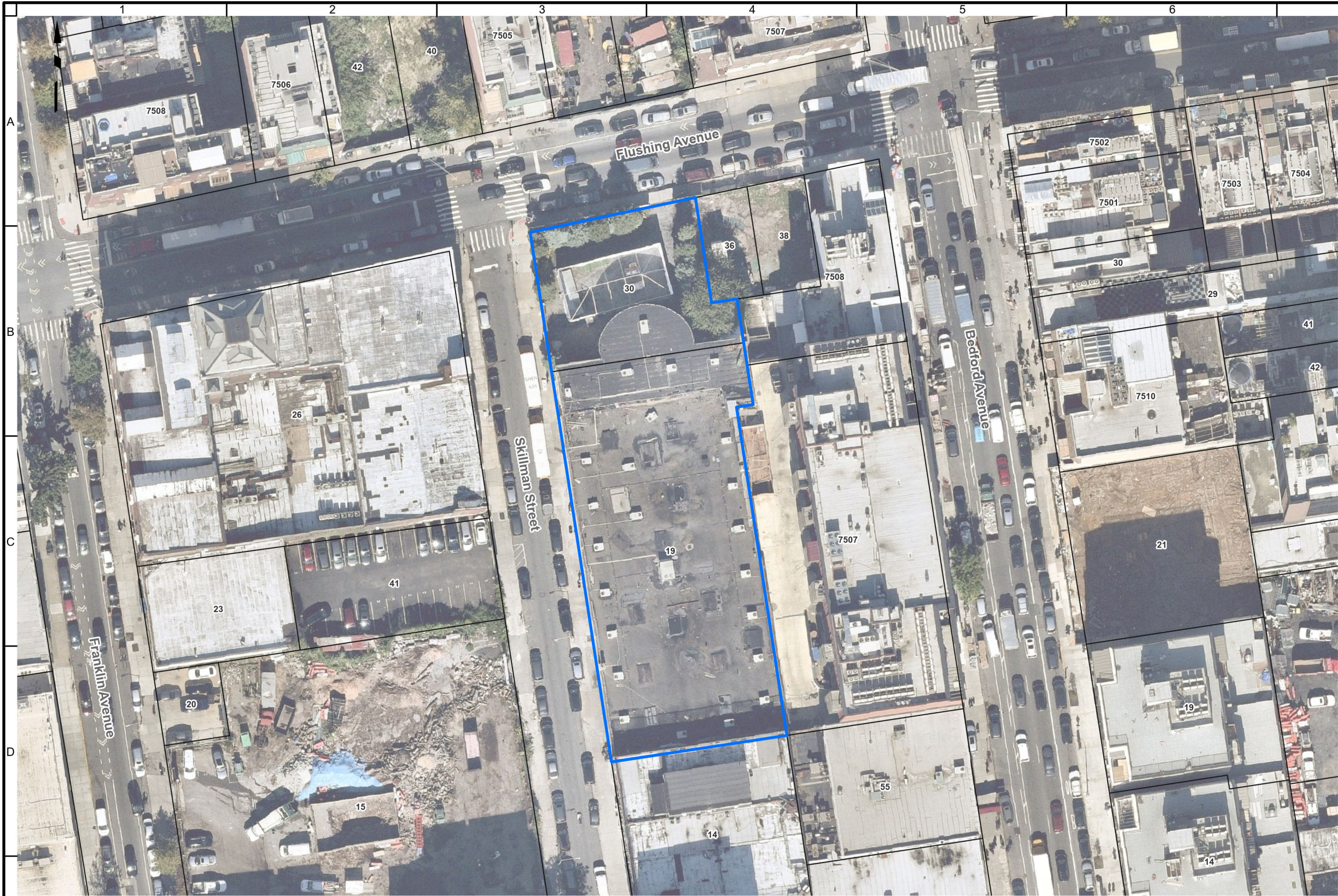
1"=2,000'

Drawn By

GS

Figure No.

A-1



Legend
 Approximate Site Boundary

Notes:
1. Aerial imagery provided through Langan's subscription to NearMap.com, flown 9/27/2022.
2. Parcel data provided by the New York City Department of City Planning.

E

WARNING: It is a violation of the NYS Education Law Article 145 for any person, unless acting under the direction of a licensed professional engineer, land surveyor or geologist, to alter this item in any way.



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Project

7 SKILLMAN STREET

BLOCK No. 1886, LOT Nos. 19 & 30

BROOKLYN

NEW YORK

Figure Title

SITE PLAN

Project No.

170698901

Date

8/23/2023

Scale

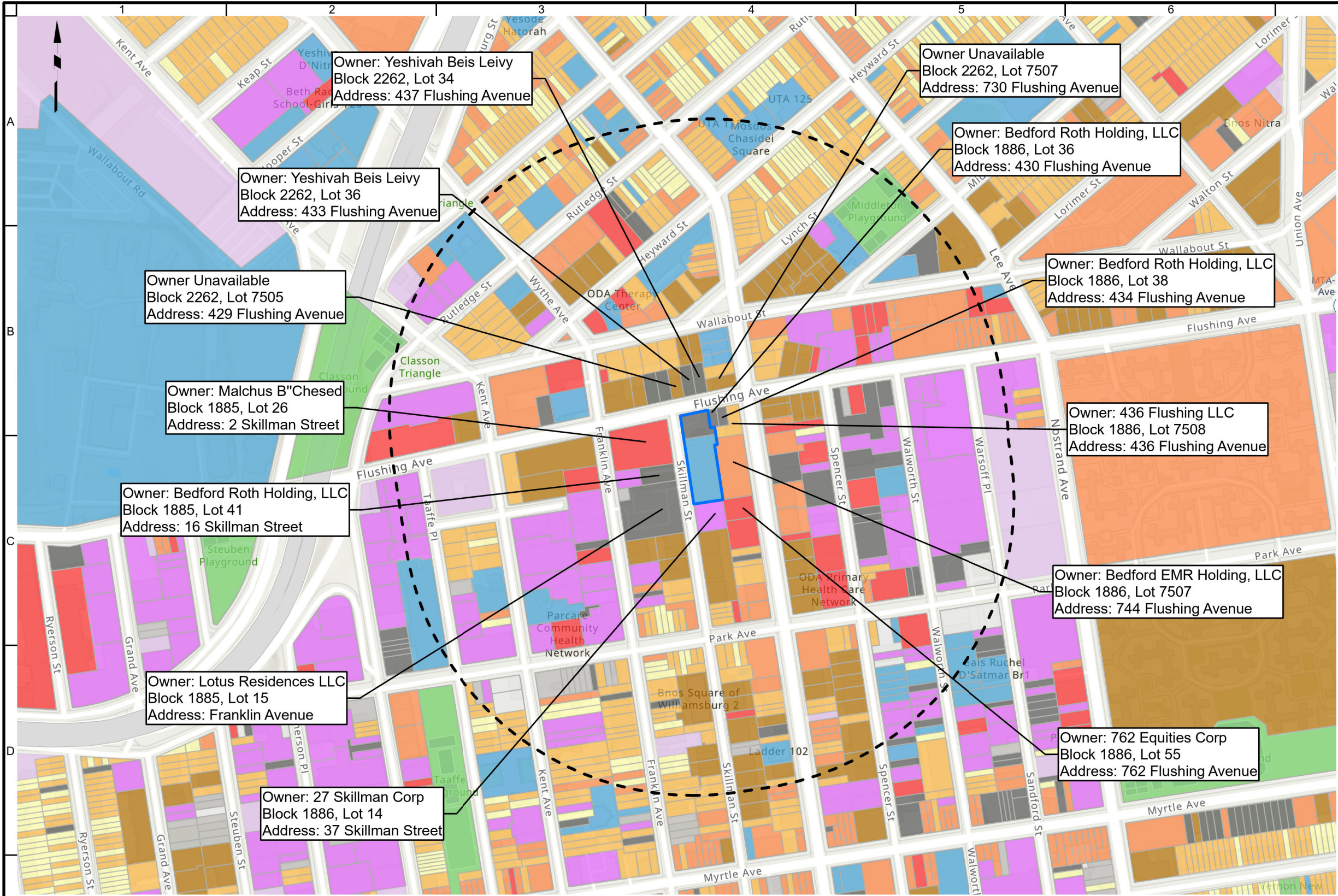
1"=60'

Drawn By

GS

Figure No.

A-2



Legend

Approximate Site Boundary

1,000-Foot Radius

Land Use

- One & Two Family Buildings
- Multi-Family Walk-Up Buildings
- Multi-Family Elevator Buildings
- Mixed Residential & Commercial Buildings
- Commercial & Office Buildings
- Industrial & Manufacturing
- Transportation & Utility
- Public Facilities & Institutions
- Open Space & Outdoor Recreation
- Parking Facilities
- Vacant Land
- Other/No Data

Notes:
1. World topographic basemap provided through Langan's Esri ArcGIS software licensing and ArcGIS Online.
2. Land use provided by the New York City Department of City Planning.

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360 0 360

SCALE IN FEET

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Project

7 SKILLMAN STREET

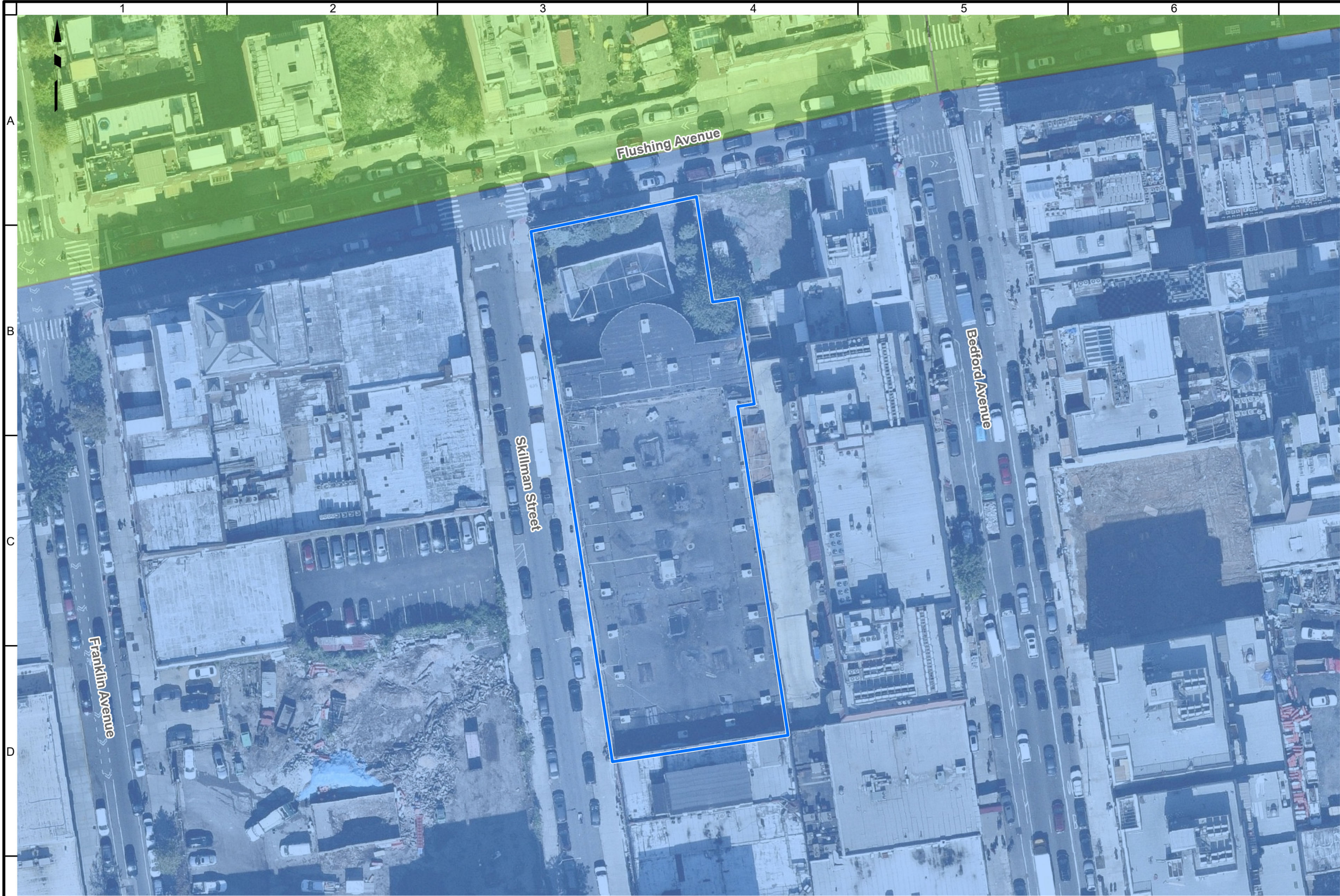
BLOCK No. 1886, LOT Nos. 19 & 30

BROOKLYN NEW YORK

Figure Title

SURROUNDING LAND-USE AND SENSITIVE RECEPTORS MAP

| | | | |
|-------------|-----------|------------|------------|
| Project No. | 170698901 | Figure No. | A-3 |
| Date | 8/23/2023 | | |
| Scale | 1"=360' | | |
| Drawn By | GS | | |



Legend

Approximate Site Boundary

Environmental Zones

Criteria B

Both A and B

Notes:

1. Aerial imagery provided through Langan's subscription to NearMap.com, flown 9/27/2022.

2. Parcel data provided by the New York City Department of City Planning.

3. Environmental Zone data from the 2023 American Community Survey 5-year Estimates.

4. Criteria A - Indicator for census tract havin a "Poverty Rate of at least 20% and Unemployment Rate of at least 125% the Statewide Unemployment Rate."

5. Criteria B - Indicator for census tract having a "Poverty Rate of at least 2 times the Poverty Rate for the County."

E

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7 SKILLMAN STREET

BLOCK No. 1886, LOT Nos. 19 & 30

BROOKLYN

NEW YORK

Figure Title

**ENVIRONMENTAL
ZONE MAP**

Project No.

170698901

Date

8/25/2023

Scale

1"=60'

Drawn By

GS

Figure No.

A-4



Legend

Approximate Site Boundary

Tax Parcel

1886 Block Number

Notes:
1. Aerial imagery provided through Langan's subscription to NearMap.com, flown 9/27/2022.
2. Parcel data provided by the New York City Department of City Planning.

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Project

7 SKILLMAN STREET

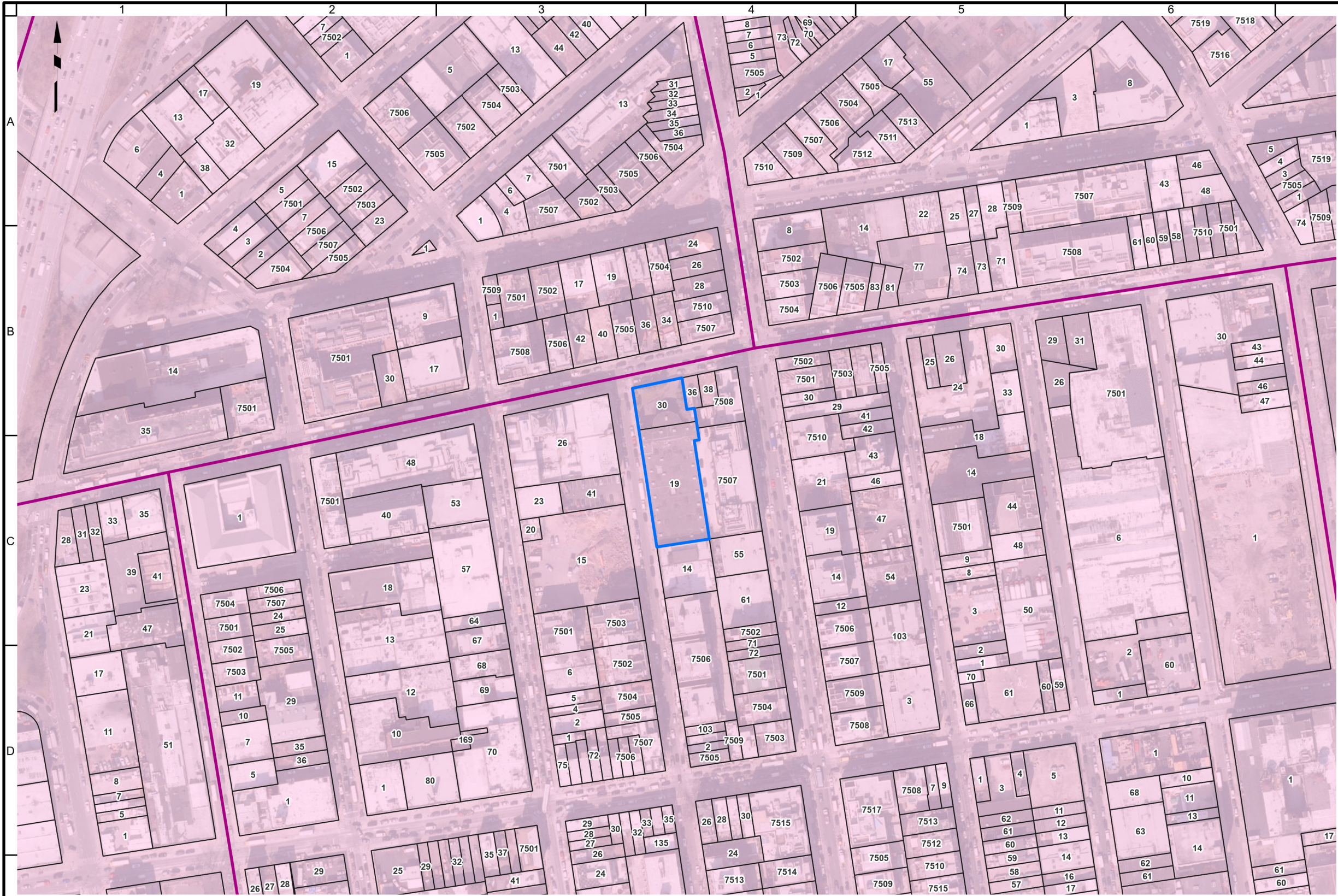
BLOCK No. 1886, LOT Nos. 19 & 30

BROOKLYN NEW YORK

Figure Title

TAX MAP

| | | | |
|-------------|-----------|------------|------------|
| Project No. | 170698901 | Figure No. | A-5 |
| Date | 8/23/2023 | | |
| Scale | 1"=60' | | |
| Drawn By | GS | | |



Legend

- Approximate Site Boundary
- Tax Lots
- New York State Disadvantaged Communities

Notes:
1. World aerial imagery basemap is provided through Langan's Esri and ArcGIS software licensing and ArcGIS online.
2. Disadvantaged community boundaries based on census tracts identified under the Climate Justice Working Group (CJWG) criteria.

WARNING: It is a violation of the NYS Education Law Article 145 for any person, unless acting under the direction of a licensed professional engineer, land surveyor or geologist, to alter this item in any way.

SCALE IN FEET

| | | | | |
|--|---|--|--------------------------|------------------------------|
| <div><div>LANGAN</div><div>Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. 21 Penn Plaza, 360 West 31st Street, 8th Floor New York, NY 10001 T: 212.479.5400 F: 212.479.5444 www.langan.com</div></div> | Project 7 SKILLMAN STREET BLOCK No. 1886, LOT Nos. 19 & 30 BROOKLYNNEW YORK | Figure Title DISADVANTAGED COMMUNITIES MAP | Project No. 170698901 | Figure No. A-6 |
| | | | Date 8/23/2023 | |
| | | | Scale 1"=200' | |
| | | | Drawn By GS | |

Attachment B

Project Description

ATTACHMENT B

SECTION II: PROJECT DESCRIPTION

Item 1 – Project Stage

The project is entering at the remedial investigation stage, which will be implemented before execution of the BCA – to determine the nature and extent of soil, groundwater and soil vapor impacts from historical site use. The investigation findings will be documented in a Remedial Investigation Report (RIR). Future remediation to address impacts identified in the RIR will be described in a Remedial Action Work Plan (RAWP), which will be implemented concurrently with the contemplated development. The RIR and RAWP will be prepared and submitted in accordance with New York State Department of Environmental Conservation (NYSDEC) guidelines.

A portion of the site (Lot 19) is part of the Skillman Street Station Superfund (Site No. 224068). Removal of the former gas holders is planned concurrently with remediation of the proposed BCP site.

Item 4 - Redevelopment Project Description

The purpose of the project is to remediate and develop a contaminated parcel of land into a viable residential and public facility, while implementing remedial measures that are protective of human health and the environment. The proposed redevelopment project is still in the early planning stages and is subject to change, but is expected to include a residential building with affordable housing, parking, and a banquet hall.

Estimated Project Schedule

Remediation is planned to be conducted concurrently with redevelopment and is anticipated to start around February 2024. The project is expected to obtain its Certificate of Completion by December 2024.

| Estimated Project Schedule | | 2023 | | | | | | | 2024 | | | | | | | | | | | |
|----------------------------|---|------|------|-----|------|-----|-----|-----|------|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| Item | Action | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
| 1 | Preparation and Submission of BCP Application | ■ | | | | | | | | | | | | | | | | | | |
| 2 | NYSDEC Review of the BCP Application | ■ | ■ | | | | | | | | | | | | | | | | | |
| 3 | Address NYSDEC comments to BCP Application | | ■ | | | | | | | | | | | | | | | | | |
| 4 | 30-day public comment period for the BCP Application | | | ■ | | | | | | | | | | | | | | | | |
| 5 | NYSDEC issues Brownfield Cleanup Agreement (BCA) | | | | ■ | | | | | | | | | | | | | | | |
| 6 | Field Implementation of the Remedial Investigation (RI) | | ■ | | | | | | | | | | | | | | | | | |
| 7 | Prepare and submit a Remedial Investigation Report (RIR) to NYSDEC | | ■ | ■ | ■ | | | | | | | | | | | | | | | |
| 8 | Prepare and submit a Remedial Action Work Plan (RAWP) with Alternatives Analysis (AA) | | | ■ | ■ | ■ | | | | | | | | | | | | | | |
| 9 | 60-day NYSDEC & NYSDOH Review of RIR and RAWP | | | | | ■ | ■ | | | | | | | | | | | | | |
| 10 | 45-day public comment period for the RAWP concludes | | | | | | | ■ | ■ | | | | | | | | | | | |
| 11 | RAWP approval and issuance of Decision Document | | | | | | | | ■ | | | | | | | | | | | |
| 14 | RAWP Implementation/Foundation Construction | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | |
| 15 | FER and SMP (if needed) | | | | | | | | | | | | | | | ■ | ■ | ■ | | |
| 16 | BCP Certificate of Completion | | | | | | | | | | | | | | | | | | ■ | ■ |

Notes:

This is an estimated schedule; all items are subject to change.

BCP = Brownfield Cleanup Program

BCA = Brownfield Cleanup Agreement

COC = Certificate of Completion

NYSDEC = New York State Department of Environmental Conservation

NYSDOH = New York State Department of Health

RIR = Remedial Investigation Report

RAWP = Remedial Action Work Plan

FER = Final Engineering Report

SMP = Site Management Plan

Attachment C

Land Use Factors

ATTACHMENT C

SECTION III: LAND USE FACTORS

Item 1 - Current Zoning

According to the New York City Planning Commission (NYCPC) Zoning Map 12d, the site is in both an M1-2/R6A and MX-4 district.

Item 4 - Current Use

Lot 19 is improved with a two-story building used as a catering/banquet hall (Eden Palace) and is registered as a New York State Superfund site (Site #224068), managed by the New York State Department of Environmental Conservation (NYSDEC). Lot 30 is an asphalt- and concrete-paved lot that is improved with the northern entrance of the banquet/catering hall. According to Sanborn Maps Lot 30 was vacant between 1977 and 2003. Sources of site impacts are suspected to be from historical site uses as a manufactured gas plant (MGP) facility, including gas holder structures, and as various auto-related facilities.

Items 6 - Intended Use Post Remediation

The proposed re-development project is still in the early planning stages and is subject to change, but is expected to include a residential building with affordable housing, sub-grade parking, and a banquet hall.

Item 8 – Historic/Current Development

Current development patterns support the proposed use. The proposed zoning for the site is for medium-density residential development and light industrial which includes commercial uses such as retail, offices and hotels.

Item 9 – Consistency with Applicable Zoning Laws/Maps

The site is located in an M1-2/R6A and MX-4 districts. M1 districts typically include light industrial uses, such as woodworking shops, repair shops, and wholesale service and storage facilities. Offices, hotels and most retail uses are also permitted. R6A is a contextual district where the Quality Housing bulk regulations are mandatory. These regulations produce high lot coverage, six- to eight-story apartment buildings set at or near the street line. The Quality Housing Program also requires amenities relating to interior space, recreation areas and landscaping. The Special Mixed Use District (MX) encourages investment in existing neighborhoods with mixed residential and industrial uses in close proximity and create expanded opportunities for new mixed use communities. The current zoning map is included in this attachment.

Item 10 - Comprehensive Plans

The proposed development and future use is consistent with the Bedford-Stuyvesant Housing Plan, which was launched by the New York City Department of Housing Preservation and Development (HPD) in March 2019, to evaluate and improve New York City's affordable housing investments in the Bedford-Stuyvesant neighborhood. An extract of the Bedford-Stuyvesant Housing Plan map is included in this attachment. Additional information for this plan can be viewed on [HPD's website](#).

THE NEW YORK CITY PLANNING COMMISSION

The number(s) and/or letter(s) that follows an **R**, **C** or **M** District designation indicates use, bulk and other controls as described in the text of the Zoning Resolution.

M - MANUFACTURING DISTRICT

AREA(S) REZONED

06-02-2022 C 210312 ZMK

For a list of lots subject to CEQR environmental requirements, see APPENDIX C.

For Inclusionary Housing designated areas and Mandatory Inclusionary Housing areas on this map, see APPENDIX F.

| | | |
|-----|------------|-----|
| 12a | 12c | 13a |
| 12b | 12d | 13b |
| 16a | 16c | 17a |

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NOTE: Zoning information as shown on this map is subject to change. For the most up-to-date zoning information for this map, visit the Zoning section of the Department of City Planning website: www.nyc.gov/planning or contact the Zoning Information Desk at (212) 720-3291.

ZONING MAP 12d

NOTE: Where no dimensions for zoning district boundaries appear on the zoning maps, such dimensions are determined in Article VII, Chapter 6 (Location of District Boundaries) of the Zoning Resolution.

Attachment D

Property's Environmental History

ATTACHMENT D

SECTION IV: PROPERTY'S ENVIRONMENTAL HISTORY

The site is located in the Bedford-Stuyvesant neighborhood of Brooklyn in an area of historical industrial operations that have resulted in environmental impacts to the subsurface. According to historical records provided in previous environmental reports, the site was historically used as a manufactured gas plant (MGP) with two gas holder structures, an auto storage/auto repair facility, a junk yard, and a machine shop. Based on the concentrations of contaminants that exceed the applicable criteria for the reasonably anticipated use of the site (restricted-residential), the site is eligible for the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP).

Item 1 - Environmental Reports

Environmental-related documents prepared for the proposed brownfield site include the following (copies are provided with this attachment):

1. OU-1 Site Characterization Report – Skillman Street Former Holder Station, prepared by GEI Consultants, Inc., P.C (GEI) dated March 2014
2. Proposed Remedial Action Plan – K – Skillman Street Station, prepared by the NYSDEC, dated February 2015
3. Interim Site Management Plan – Skillman Street Holder Station, prepared by GEI, dated March 2017

The following is a summary of relevant findings for each environmental report:

OU-1 Site Characterization Report, prepared by GEI, dated March 2014

GEI conducted a site characterization between August 9, 2010 and June 28, 2013 on the Skillman Street Former Holder Station Superfund site, which includes areas outside of the proposed BCP site. The findings presented here focus on soil, groundwater, and soil vapor samples collected within the proposed BCP site only (Brooklyn Tax Block 1886, Lots 19 and 30). Four borings, three groundwater wells, and two sub-slab vapor points were installed on the site. Sample locations are shown on the attached Figures D-1, D-2, and D-3. Soil sample analytical results identified several semivolatile organic compounds (SVOCs) at concentrations above their respective Title 6 New York Codes, Rules, and Regulations (6 NYCRR) Part 375 restricted use restricted-residential (RR) soil cleanup objectives (SCOs) and metals and volatile organic compounds (VOCs) above their respective Unrestricted Use (UU) SCOs. Groundwater analytical results identified VOCs, SVOCs, metals, and cyanide at concentrations above NYSDEC Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards (AWQS) and guidance values for Class GA (drinking water). Chlorinated VOCs (CVOCs) including carbon

tetrachloride, cis-1,2-dichloroethene, methylene chloride, tetrachloroethene (PCE), 1,1,1-trichloroethane, and trichloroethene (TCE), were detected in sub-slab vapor and/or indoor air. The report indicates the sub-slab vapor and indoor air results warrant mitigation, as recommended by the NYSDOH decision matrices.

Proposed Remedial Action Plan (PRAP) prepared by the NYSDEC, dated February 2015

The PRAP addressed the impacts associated with the former Skillman Street MGP. The proposed remedy is referred to as the Site Management with Institutional Controls remedy, and includes the following:

1. Cover System – Any redevelopment will maintain a site cover, which may consist either of the structures (buildings, pavement, and sidewalks comprising the site development) or a soil cover in areas where the upper one foot of exposed soil will exceed the applicable SCOs. If a soil cover is required it will be a minimum of one foot of soil meeting the SCOs for cover material for commercial use, will be placed over a demarcation layer with the upper six inches of soil being a sufficient quality to maintain vegetation. Any fill brought to the site will meet requirements for identified site use.
2. Imposition of institutional controls in the form of environmental easements (EE). The EE will require periodic certification of institutional and engineering controls (IC/EC), allow the use and development of the property for commercial and industrial use (although land use is subject to local zoning laws), restrict use of groundwater as potable or process water, and require compliance with a Site Management Plan (SMP).
3. Implementation of an SMP, which will include an IC/EC Control Plan, which identifies all use restrictions and engineering controls and details the requirements to ensure IC/ECs remain in place and are effective. The IC is the EE described above. The engineering controls include the cover system, as discussed above.

Interim Site Management Plan (ISMP), prepared by GEI dated March 2017

The ISMP addressed the controls, inspections, monitoring, maintenance, and reporting activities required for the site. Institutional controls include restricted-residential, commercial or industrial uses of the site, and execution of an environmental easement. Engineering controls include a cover system and annual groundwater monitoring of the existing well network. A soil vapor intrusion (SVI) evaluation may be required by NYSDEC to evaluate the potential for SVI as part of future redevelopments.

Item 2 - Sampling Data

A summary of available laboratory analytical results exceeding applicable regulatory criteria for soil and groundwater samples collected during GEI's site characterization is provided in GEI's Tables 4 and 7, respectively. Sub-slab soil vapor, indoor air, and outdoor ambient air sample results from GEI's site characterization are summarized in Table 8. Sample location and analytical results maps are provided with this attachment. The following tables summarize maximum concentrations of contaminants for each sample set.

Soil

Soil samples contained concentrations of VOCs, SVOC and metals exceeding UU and/or RR SCOs. Sampling of soil beneath the site was limited because of limited site access during GEI's site characterization sampling. One off-site sample (SSGP-02 [26.7-28.3]) located in the eastern Skillman Street sidewalk was reported to contain coal tar impacts. Soil sample analytical results from the off-site sample contained concentrations of BTEX at 1,220 milligrams per kilogram (mg/kg). The off-site findings suggest a source of coal tar may exist below the proposed BCP site.

The following table summarizes maximum concentrations of target compounds detected on site above regulatory comparison criteria:

Table 1: Maximum Concentrations of Target Compounds Detected in Soil above SCO

| Compounds | Maximum Soil Concentration (mg/kg) | Sample ID | Depth interval (feet bgs) | Part 375 UU SCO (mg/kg) | Part 375 RR SCO (mg/kg) |
|------------------------|------------------------------------|--|---------------------------|-------------------------|-------------------------|
| VOCs | | | | | |
| Benzene | 0.61 | SSGP-07 (20-22) | 20-22 | 0.06 | 4.8 |
| Toluene | 12 | SSGP-07 (20-22) | 20-22 | 0.7 | 100 |
| Ethylbenzene | 29 | SSGP-07 (20-22) | 20-22 | 1 | 41 |
| Total Xylene | 36 | SSGP-07 (20-22) | 20-22 | 0.26 | 100 |
| SVOCs | | | | | |
| Benzo(a)anthracene | 1.3 | SSGP-07 (3-4) | 3-4 | 1 | 1 |
| Benzo(b)fluoranthene | 1.5 | Duplicate of SSGP-07 (3-4) | 3-4 | 1 | 1 |
| Benzo(a)pyrene | 1.4 | Duplicate of SSGP-07 (3-4) | 3-4 | 1 | 1 |
| Chrysene | 1.5 | Duplicate of SSGP-07 (3-4) | 3-4 | 1 | 3.9 |
| Indeno(1,2,3-cd)pyrene | 1.2 | Duplicate of SSGP-07 (3-4) | 3-4 | 0.5 | 0.5 |
| Napthalene | 38 | SSGP-07 (20-22) | 20-22 | 12 | 100 |
| Metals | | | | | |
| Copper | 63 | SSGP-06 (3-3.5) and SSGP-08 (3.5-4.5) | 3-3.5 3.5-4.5 | 50 | 270 |
| Lead | 330 | Duplicate of SSGP-07 (3-4) and SSGP-08 (3.5-4.5) | 3-4 3.5-4.5 | 63 | 400 |
| Mercury | 0.38 | SSGP-06 (3-3.5) | 3-3.5 | 0.18 | 0.81 |
| Nickel | 170 | SSGP-08 (3.5-4.5) | 3.5-4.5 | 30 | 310 |
| Zinc | 280 | SSGP-06 (3-3.5) | 3-3.5 | 109 | 10,000 |

Notes:

- Results compared to 6 NYCRR Part 375 Unrestricted Use and Restricted Use Restricted-Residential Soil Cleanup Objectives.
- mg/kg – milligram per kilogram
- bgs – below grade surface

Groundwater

Groundwater samples contained concentrations of VOCs, SVOCs, total metals, and cyanide exceeding the Class GA AWQS. The following table summarizes maximum concentrations for target compounds detected above their regulatory comparison criteria:

Table 2: Maximum Concentrations of Target Compounds Detected in Groundwater above Class GA AWQS

| Compounds | Maximum Groundwater Concentration (µg/L) | Sample ID | Class GA AWQS (µg/L) |
|--------------------------|--|-----------------------|----------------------|
| Metals | | | |
| Benzene | 5,600 | Duplicate for SSGW-01 | 1 |
| Toluene | 20,000 | Duplicate for SSGW-01 | 5 |
| Ethylbenzene | 12,000 | Duplicate for SSGW-01 | 5 |
| Total Xylenes | 14,300 | Duplicate for SSGW-01 | 5 |
| Cis-1,2-dichloroethene | 1,900 | SSGW-02 | 5 |
| Isopropylbenzene | 420 | Duplicate for SSGW-01 | 5 |
| Styrene | 82 | Duplicate for SSGW-01 | 5 |
| Tetrachloroethene (PCE) | 230 | SSGW-02 | 5 |
| Trichloroethene (TCE) | 140 | SSGW-02 | 5 |
| Vinyl Chloride | 200 | SSGW-02 | 2 |
| SVOCs | | | |
| Naphthalene | 5,600 | SSGW-01 | 10 |
| Total Metals | | | |
| Chromium | 380 | SSGW-03 | 50 |
| Copper | 390 | SSGW-03 | 200 |
| Iron | 410,000 | SSGW-03 | 300 |
| Lead | 280 | Duplicate for SSGW-01 | 25 |
| Magnesium | 150,000 | SSGW-03 | 35,000 |
| Manganese | 30,000 | SSGW-03 | 300 |
| Nickel | 280 | SSGW-03 | 100 |
| Sodium | 20,000 | SSGW-03 | 140,000 |
| General Chemistry | | | |
| Total Cyanide | 330 | SSGW-02 | 200 |

Notes:

- Results compared to NYSDEC TOGS 1.1.1. AWQS and guidance values for Class GA (drinking water).
- µg/L - micrograms per liter

Soil Vapor

No standard currently exists for soil vapor samples in New York State. For reference, soil vapor sample results were screened against indoor air samples and evaluated using the NYSDOH Decision Matrices, which consider eight VOCs: 1,1,1-trichloroethane, 1,1-dichloroethene, carbon tetrachloride, cis-1,2-dichloroethene, methylene chloride, PCE, TCE, and vinyl chloride. When evaluated using the NYSDOH Decision Matrices, the NYSDOH-recommended action is mitigate. The following table summarizes maximum concentrations detected in soil vapor above the NYSDOH Decision Matrices minimum sub-slab vapor concentration for recommended action:

Table 3: Maximum Concentrations of Target Compounds Detected in Sub-Slab Soil Vapor and Indoor Air

| Constituent | Maximum Sub-Slab Vapor ($\mu\text{g}/\text{m}^3$) | Sub-Slab Vapor Sample Location | Maximum Indoor Air ($\mu\text{g}/\text{m}^3$) | Indoor Air Sample Location |
|------------------------|---|--------------------------------|---|----------------------------|
| 1,1,1-trichloroethane | 6.8 | Duplicate SSSV-01 | 0.068 | Duplicate SSIA-01 |
| Carbon tetrachloride | 0.35 | Duplicate SSSV-01 | 0.72 | Duplicate SSIA-01 |
| Cis-1-2-dichloroethene | 1,500 | SSSV-02 | ND | NA |
| Methylene chloride | ND | NA | 5.9 | SSIA-01 |
| PCE | 12,000 | SSSV-02 | 0.66 | SSIA-01 |
| TCE | 1,200 | SSSV-02 | NA | ND |

Notes:

1. Results compared to the minimum soil vapor concentrations at which the NYSDOH recommends mitigation, as set forth in the State of New York Decision Matrices for Sub-Slab Vapor and Indoor Air and subsequent updates.
2. $\mu\text{g}/\text{m}^3$ - micrograms per cubic meter
3. NA – Not Applicable
4. ND – Non Detectable

Item 2 - Known or Suspected Sources of Contaminants

The impacts identified at the proposed brownfield site during previous site assessments and investigations have not been fully investigated and delineated. Further investigation and delineation of areas of concern and associated contamination will be completed as part of a remedial investigation.

The following known sources of contaminants have been identified:

- Historical site use as an MGP facility, including gas holder structures.
- Historical site use for various auto-related facilities, including auto storage and auto repair services.

Item 3 – Site Figures

- Figure D-1: Soil Sample Location and Analytical Results Map
- Figure D-2: Groundwater Sample Location and Analytical Results Map
- Figure D-3: Soil Vapor Sample Location and Analytical Results Map

Item 4 – Past Uses of the Site

Previous reports indicate that the site has existed within a densely developed urban area, characterized by residential, commercial, and industrial uses since the mid-1800s. Lot 19 operated as an MGP facility from about 1884 to 1940 by several companies, including “The People’s Gas Light Company” and “The Brooklyn Union Gas Company”. Two on-site gas holders were reportedly used for gas distribution, as no gas production facilities were identified in historical records. Gas storage ended sometime before 1935 and the holders were partially demolished. By 1947, the site was used for automobile parking and automobile repair until 2002. In 2003, the building was redeveloped into a catering and banquet hall, which remains in use at present day.

According to historical Sanborn Maps, the southern and western parts of Lot 30 were used as a junk yard between 1918 and 1935. By 1947, the junk yard was no longer present and the northwestern part of Lot 30 was improved with a building labeled as a machine shop. The Sanborn Maps do not identify the use between 1950 and 1965, but indicate the site was vacant between 1977 and 2003. The 2003 map depicts the northern entrance to the banquet/catering hall.



Legend

- Approximate Site Boundary
- Tax Parcel
- Soil Boring Sample Location
- Soil Boring/Temporary Groundwater Sample Location

BOLD indicates a detected concentration

BOLD indicates that the detected result value exceeds established 6 NYCRR SCO UNRESTRICTED USE

BOLD indicates that the detected result value exceeds established 6 NYCRR SCO RESTRICTED USE RESTRICTED RESIDENTIAL

Notes:

- Aerial imagery provided through Langan's subscription to NearMap.com, flown 9/27/2022.
- Parcel data provided by the New York City Department of City Planning.
- Survey of sample locations conducted by GEI Consultants, Inc. on 5/31/11 and 6/23/11. Survey by New York State Licensed Land Surveyor Number 050146. Horizontal datum: New York State Plane Coordinate System (NY East Zone), Vertical Datum: North American Vertical Datum (NAVD)88.
- Soil boring locations and soil analytical data were taken from Figure 12 - Subsurface Soil Analytical Summary from GEI Consultant's Interim Site Management Plan, dated March 2017. Soil samples were collected by GEI between August 2010 and June 2013 to perform a Site Characterization.
- SCO - Soil Cleanup Objectives
- NYCRR - New York State Register and Official Compilation of Codes, Rules and Regulations of the State of New York.
- mg/kg - milligrams/kilogram or parts per million (ppm)
- ft bgs - feet below ground surface
- BTEX - benzene, toluene, ethylbenzene, and xylene
- PAHs - polycyclic aromatic hydrocarbons
- VOCs - volatile organic compounds
- SVOCs - semi-volatile organic compounds
- NE - Not Established
- ND - Not detected; total concentration is listed as ND because no compounds were detected in the group

Qualifiers:

- U - Indicates not detected at or above the reporting limit shown
- J - Estimated Value

WARNING: It is a violation of the NYS Education Law Article 145 for any person, unless acting under the direction of a licensed professional engineer, land surveyor or geologist, to alter this item in any way.

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SCALE IN FEET

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Project

7 SKILLMAN STREET

BLOCK No. 1886, LOT Nos. 19 & 30

BROOKLYN NEW YORK

Figure Title

SOIL SAMPLE LOCATION AND ANALYTICAL RESULTS MAP

Project No.

170698901

Date

8/23/2023

Scale

1"=60'

Drawn By

GS

Figure No.

D-1

Path: \\Langan.com\data\NYC\data\170698901\Project Data\ArcGIS\APRX\170698901\170698901.aprx Date: 8/23/2023 User: Gsajbel Time: 12:24 PM

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Legend

Approximate Site Boundary

Tax Parcel

Soil Boring/Temporary Groundwater Sample Location

BOLD indicates detected concentration

BOLD indicates that the detected concentration is above the NYS AWQS objective it was compared to

Notes:

- Aerial imagery provided through Langan's subscription to NearMap.com, flown 9/27/2022.
- Parcel data provided by the New York City Department of City Planning.
- Survey of sample locations conducted by GEI Consultants, Inc. on 5/31/11 and 6/23/11. Survey by New York State Licensed Land Surveyor Number 050146. Horizontal datum: New York State Plane Coordinate System (NY East Zone), Vertical Datum: North American Vertical Datum (NAVD)88.
- Monitoring well locations and groundwater analytical data were taken from Figure 15 - Groundwater Analytical Summary from GEI Consultant's Interim Site Management Plan, dated March 2017. Groundwater samples were collected by GEI between August 2010 and June 2013 to perform a Site Characterization.
- NYS AWQS - New York State Ambient Water Quality Standards and Guidance Values for GA groundwater
- NE - Not Established
- ND - Not Detected
- $\mu\text{g/L}$ - micrograms per liter or parts per billion (ppb)
- BTEX - benzene, toluene, ethylbenzene, and xylene
- PAHs - polycyclic aromatic hydrocarbons
- VOCs - volatile organic compounds
- SVOCs - semi-volatile organic compounds

Qualifiers:
J - Estimated value
U - Indicated not detected to the reporting limit for organic analysis and the method detection limit for inorganic analysis
* - Indicated the value is a guidance value and not a standard

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Project
7 SKILLMAN STREET

BLOCK No. 1886, LOT Nos. 19 & 30

BROOKLYN

NEW YORK

Figure Title
**GROUNDWATER
SAMPLE LOCATION
AND ANALYTICAL
RESULTS MAP**

Project No.
170698901

Date
8/23/2023

Scale
1"=60'

Drawn By
GS

Figure No.

D-2

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-02 (0.5-5) 8/9/2010 | SSGP-02 (26.7-28.3) 8/9/2010 | SSGP-03A (0.5-3.5) 8/12/2010 | SSGP-03A (15-17) 8/12/2010 | SSGP-04 (0.5-5) 8/20/2010 | SSGP-04 (9.5-10.5) 8/20/2010 | SSGP-05 (0.5-5) 8/16/2010 |
|---|---------------------|-----------------------------------|--------------------------------|------------------------------------|------------------------------------|----------------------------------|---------------------------------|------------------------------------|---------------------------------|
| BTEX (mg/kg) | | | | | | | | | |
| Benzene | 0.06 | 4.8 | 0.001 J | 23 U | 0.0056 U | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| Toluene | 0.7 | 100 | 0.0057 U | 160 | 0.0056 U | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| Ethylbenzene | 1 | 41 | 0.0057 U | 220 | 0.0056 U | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| o-Xylene | 0.26 | 100 | NA | NA | NA | NA | NA | NA | NA |
| m/p-Xylene | 0.26 | 100 | NA | NA | NA | NA | NA | NA | NA |
| Total Xylene | 0.26 | 100 | 0.0057 U | 840 | 0.0056 U | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| Total BTEX | NE | NE | 0.001 | 1220 | ND | ND | ND | ND | ND |
| Other VOCs (mg/kg) | | | | | | | | | |
| Acetone | 0.05 | 100 | 0.091 J | 58 UJ | 0.022 U | 0.023 UJ | 0.024 U | 0.023 U | 0.024 UJ |
| Carbon disulfide | NE | NE | 0.0057 U | 23 U | 0.0056 UJ | 0.0057 U | 0.006 UJ | 0.0058 UJ | 0.0059 U |
| 1,2-Dichloroethane | 0.02 | 3.1 | 0.0057 U | 23 U | 0.0056 U | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| Isopropylbenzene | NE | NE | NA | NA | NA | NA | NA | NA | NA |
| Methylcyclohexane | NE | NE | NA | NA | NA | NA | NA | NA | NA |
| Methylene chloride | 0.05 | 100 | 0.023 U | 23 U | 0.022 U | 0.023 U | 0.024 U | 0.023 U | 0.024 U |
| Styrene | NE | NE | 0.0057 U | 400 | 0.0056 U | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| Tetrachloroethene (PCE) | 1.3 | 19 | 0.0057 U | 23 U | 0.0056 UJ | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| Trichloroethene (TCE) | 0.47 | 21 | 0.0057 U | 23 U | 0.0056 U | 0.0057 U | 0.006 U | 0.0058 U | 0.0059 U |
| Total VOCs | NE | NE | 0.092 | 1620 | ND | ND | ND | ND | ND |
| PAHs (mg/kg) | | | | | | | | | |
| Acenaphthylene | 100 | 100 | 0.31 U | 63 U | 0.3 U | 0.31 U | 0.32 U | 0.31 U | 0.32 U |
| Anthracene | 100 | 100 | 0.018 J | 63 U | 0.3 U | 0.31 U | 0.32 U | 0.31 U | 0.32 U |
| Benzo(a)anthracene | 1 | 1 | 0.094 J | 63 U | 0.034 J | 0.31 U | 0.32 U | 0.053 J | 0.32 U |
| Benzo(b)fluoranthene | 1 | 1 | 0.15 J | 63 U | 0.041 J | 0.31 U | 0.32 U | 0.044 J | 0.32 U |
| Benzo(k)fluoranthene | 0.8 | 3.9 | 0.06 J | 63 U | 0.3 U | 0.31 U | 0.32 U | 0.31 U | 0.32 U |
| Benzo(g,h,i)perylene | 100 | 100 | 0.4 | 63 U | 0.35 J | 0.31 UJ | 0.32 U | 0.053 J | 0.32 U |
| Benzo(a)pyrene | 1 | 1 | 0.13 J | 63 U | 0.03 J | 0.31 U | 0.32 U | 0.05 J | 0.32 U |
| Chrysene | 1 | 3.9 | 0.12 J | 63 U | 0.034 J | 0.31 U | 0.32 U | 0.056 J | 0.32 U |
| Dibenz(a,h)anthracene | 0.33 | 0.33 | 0.31 U | 63 U | 0.3 U | 0.31 U | 0.32 U | 0.31 U | 0.32 U |
| Fluoranthene | 100 | 100 | 0.12 J | 63 U | 0.072 J | 0.31 U | 0.32 U | 0.31 U | 0.32 U |
| Indeno(1,2,3-cd)pyrene | 0.5 | 0.5 | 0.23 J | 63 U | 0.16 J | 0.31 U | 0.32 U | 0.05 J | 0.32 U |
| 2-Methylnaphthalene | NE | NE | 0.15 J | 170 | 0.3 U | 0.31 U | 0.32 U | 0.016 J | 0.32 U |
| Naphthalene | 12 | 100 | 0.21 J | 1000 | 0.3 U | 0.31 U | 0.32 U | 0.31 U | 0.32 U |
| Phenanthrene | 100 | 100 | 0.085 J | 5.7 J | 0.043 J | 0.31 U | 0.32 U | 0.083 J | 0.32 U |
| Pyrene | 100 | 100 | 0.3 J | 43 J | 0.24 J | 0.31 U | 0.32 U | 0.26 J | 0.32 UJ |
| Total PAH | NE | NE | 2.067 | 1218.7 | 1.004 | ND | ND | 0.665 | ND |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-02 (0.5-5) 8/9/2010 | SSGP-02 (26.7-28.3) 8/9/2010 | SSGP-03A (0.5-3.5) 8/12/2010 | SSGP-03A (15-17) 8/12/2010 | SSGP-04 (0.5-5) 8/20/2010 | SSGP-04 (9.5-10.5) 8/20/2010 | SSGP-05 (0.5-5) 8/16/2010 |
|---|---------------------|-----------------------------------|--------------------------------|------------------------------------|------------------------------------|----------------------------------|---------------------------------|------------------------------------|---------------------------------|
| Other SVOCs (mg/kg) | | | | | | | | | |
| Bis(2-ethylhexyl)phthalate | NE | NE | 0.31 UJ | 63 U | 0.3 U | 0.31 U | 0.32 U | 0.31 U | 0.12 J |
| Butyl benzyl phthalate | NE | NE | 0.046 J | 63 U | 0.3 U | 0.31 U | 0.021 J | 0.31 U | 0.32 UJ |
| Total SVOCs | NE | NE | 2.113 | 1218.7 | 1.004 | ND | 0.021 | 0.665 | 0.12 |
| Metals (mg/kg) | | | | | | | | | |
| Aluminum | NE | NE | 13300 | 3770 | 11100 | 6550 | 14400 | 8870 | 12900 |
| Arsenic | 13 | 16 | 5.9 J | 3 J | 3.6 J | 3 J | 3.3 J | 3.3 J | 3.1 J |
| Barium | 350 | 400 | 34.2 J | 23.8 J | 53.1 J | 49.1 J | 48.4 | 32 J | 44.7 J |
| Beryllium | 7.2 | 72 | 0.6 J | 0.22 J | 0.51 J | 0.45 J | 0.49 J | 0.51 J | 0.5 J |
| Calcium | NE | NE | 1350 | 1260 | 7560 | 1300 | 1520 | 879 | 4750 |
| Chromium | NE | NE | 19.4 J | 9.3 J | 21.1 J | 18.8 J | 20 J | 19.2 J | 21.1 J |
| Cobalt | NE | NE | 9.5 J | 2.2 | 4.9 | 5.8 | 6.1 | 4.3 | 6.3 |
| Copper | 50 | 270 | 21.1 | 5.6 | 24.3 J | 25.6 J | 10.7 J | 14.3 J | 14.4 J |
| Iron | NE | NE | 22300 | 8840 | 19500 | 16800 | 19800 | 22500 | 20200 |
| Lead | 63 | 400 | 16.5 | 3.8 J | 14.3 | 5.2 | 9.3 | 27.1 | 8.7 |
| Magnesium | NE | NE | 2950 | 1620 | 3990 | 2170 | 2770 | 1800 | 3650 |
| Manganese | 1600 | 2000 | 259 | 231 | 160 | 246 | 433 | 155 | 296 |
| Mercury | 0.18 | 0.81 | 0.072 U | 0.054 U | 0.052 U | 0.051 U | 0.055 U | 0.12 | 0.057 U |
| Nickel | 30 | 310 | 16.4 J | 8.6 J | 14.8 J | 12.1 J | 14.7 J | 11.4 J | 13.2 |
| Potassium | NE | NE | 910 | 701 | 1470 | 1490 | 836 | 720 | 830 |
| Silver | 2 | 180 | 0.22 J | 0.15 J | 0.25 J | 0.2 J | 1.3 U | 1.3 U | 1.5 U |
| Vanadium | NE | NE | 32 J | 10 J | 32.2 J | 28.4 J | 28.3 | 27.7 J | 28 J |
| Zinc | 109 | 10000 | 33.5 | 15.8 | 51.1 | 29.2 | 43.8 | 35.9 | 32.9 |
| Cyanides (mg/kg) | | | | | | | | | |
| Free Cyanide | NE | NE | 0.23 U | 0.23 U | 0.22 U | 0.23 U | 0.24 U | 0.23 U | 0.24 U |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

Soil Samples Analytical Data for Proposed BCP Site

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-05 (15) 8/16/2010 | SSGP-06 (3-3.5) 6/27/2013 | SSGP-06 (15-17) 6/27/2013 | SSGP-06 (31-32) 6/27/2013 | SSGP-07 (3-4) 6/26/2013 | Duplicate of SSGP-07 (3-4) 6/26/2013 | SSGP-07 (10-15) 6/26/2013 |
|---|---------------------|-----------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------|---|---------------------------------|
| BTEX (mg/kg) | | | | | | | | | |
| Benzene | 0.06 | 4.8 | 0.0059 U | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0013 J | 0.0011 J | 0.0013 UJ |
| Toluene | 0.7 | 100 | 0.0059 U | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| Ethylbenzene | 1 | 41 | 0.0059 U | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| o-Xylene | 0.26 | 100 | NA | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| m/p-Xylene | 0.26 | 100 | NA | 0.0023 UJ | 0.0022 UJ | 0.0022 UJ | 0.0024 UJ | 0.0023 UJ | 0.0026 UJ |
| Total Xylene | 0.26 | 100 | 0.0059 U | NA | NA | NA | NA | NA | NA |
| Total BTEX | NE | NE | ND | ND | ND | ND | 0.0013 | 0.0011 | ND |
| Other VOCs (mg/kg) | | | | | | | | | |
| Acetone | 0.05 | 100 | 0.024 UJ | 0.027 J | 0.011 UJ | 0.011 UJ | 0.015 J | 0.013 J | 0.013 UJ |
| Carbon disulfide | NE | NE | 0.0059 U | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0015 J | 0.0011 UJ | 0.0013 UJ |
| 1,2-Dichloroethane | 0.02 | 3.1 | 0.0059 U | 0.0015 J | 0.0011 UJ | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| Isopropylbenzene | NE | NE | NA | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| Methylcyclohexane | NE | NE | NA | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| Methylene chloride | 0.05 | 100 | 0.024 U | 0.0028 J | 0.0014 J | 0.0011 UJ | 0.018 J | 0.015 J | 0.003 UJ |
| Styrene | NE | NE | 0.0059 U | 0.0012 UJ | 0.0011 UJ | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| Tetrachloroethene (PCE) | 1.3 | 19 | 0.0059 U | 0.0012 UJ | 0.055 J | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| Trichloroethene (TCE) | 0.47 | 21 | 0.0059 U | 0.0012 UJ | 0.0022 J | 0.0011 UJ | 0.0012 UJ | 0.0011 UJ | 0.0013 UJ |
| Total VOCs | NE | NE | ND | 0.0313 | 0.0586 | ND | 0.0358 | 0.0291 | ND |
| PAHs (mg/kg) | | | | | | | | | |
| Acenaphthylene | 100 | 100 | 0.32 U | 0.37 U | 0.39 U | 0.36 U | 0.37 U | 0.37 U | 0.43 U |
| Anthracene | 100 | 100 | 0.32 U | 0.37 U | 0.39 U | 0.36 U | 0.37 U | 0.5 | 0.43 U |
| Benzo(a)anthracene | 1 | 1 | 0.32 U | 0.92 | 0.039 U | 0.036 U | 0.85 | 1.3 | 0.043 U |
| Benzo(b)fluoranthene | 1 | 1 | 0.32 U | 1.1 | 0.039 U | 0.036 U | 1.1 | 1.5 | 0.055 |
| Benzo(k)fluoranthene | 0.8 | 3.9 | 0.32 U | 0.48 | 0.039 U | 0.036 U | 0.4 | 0.5 | 0.043 U |
| Benzo(g,h,i)perylene | 100 | 100 | 0.32 U | 0.37 U | 0.39 U | 0.36 U | 0.5 | 1.1 | 0.43 U |
| Benzo(a)pyrene | 1 | 1 | 0.32 U | 0.95 | 0.039 U | 0.036 U | 0.86 | 1.4 | 0.043 U |
| Chrysene | 1 | 3.9 | 0.32 U | 0.95 | 0.39 U | 0.36 U | 0.96 | 1.5 | 0.43 U |
| Dibenz(a,h)anthracene | 0.33 | 0.33 | 0.32 U | 0.097 | 0.039 U | 0.036 U | 0.058 J | 0.18 J | 0.043 U |
| Fluoranthene | 100 | 100 | 0.32 U | 2.1 | 0.39 U | 0.36 U | 1.9 | 3.1 | 0.43 U |
| Indeno(1,2,3-cd)pyrene | 0.5 | 0.5 | 0.32 U | 0.39 | 0.039 U | 0.036 U | 0.61 J | 1.2 J | 0.043 U |
| 2-Methylnaphthalene | NE | NE | 0.32 U | 0.37 U | 0.39 U | 0.36 U | 0.37 U | 0.37 U | 0.43 U |
| Naphthalene | 12 | 100 | 0.32 U | 0.37 U | 0.39 U | 0.36 U | 0.37 U | 0.37 U | 0.43 U |
| Phenanthrene | 100 | 100 | 0.32 U | 1.8 | 0.39 U | 0.36 U | 1.7 | 2.5 | 0.43 U |
| Pyrene | 100 | 100 | 0.32 UJ | 1.8 | 0.39 U | 0.36 U | 1.7 | 1.8 | 0.43 U |
| Total PAH | NE | NE | ND | 10.587 | ND | ND | 10.638 | 16.58 | 0.055 |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

Soil Samples Analytical Data for Proposed BCP Site

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-05 (15) 8/16/2010 | SSGP-06 (3-3.5) 6/27/2013 | SSGP-06 (15-17) 6/27/2013 | SSGP-06 (31-32) 6/27/2013 | SSGP-07 (3-4) 6/26/2013 | Duplicate of SSGP-07 (3-4) 6/26/2013 | SSGP-07 (10-15) 6/26/2013 |
|---|---------------------|-----------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------|---|---------------------------------|
| Other SVOCs (mg/kg) | | | | | | | | | |
| Bis(2-ethylhexyl)phthalate | NE | NE | 0.061 J | 0.37 U | 0.39 U | 0.36 U | 0.37 U | 0.37 U | 0.43 U |
| Butyl benzyl phthalate | NE | NE | 0.32 UJ | 0.37 U | 0.39 U | 0.36 U | 0.37 U | 0.37 U | 0.43 U |
| Total SVOCs | NE | NE | 0.061 | 10.587 | ND | ND | 10.638 | 16.58 | 0.055 |
| Metals (mg/kg) | | | | | | | | | |
| Aluminum | NE | NE | 6090 | 7700 | 3800 | 5600 | 7600 | 8100 | 4700 |
| Arsenic | 13 | 16 | 3 J | 5.9 | 1.1 U | 1.5 | 5.6 | 7.8 | 2.1 |
| Barium | 350 | 400 | 68.4 J | 91 | 43 U | 53 | 190 | 210 | 47 U |
| Beryllium | 7.2 | 72 | 0.53 J | 0.45 U | 0.43 U | 0.41 U | 0.34 U | 0.41 U | 0.47 U |
| Calcium | NE | NE | 1340 | 28000 | 1100 U | 1800 | 15000 J | 29000 J | 2200 |
| Chromium | NE | NE | 15.7 J | 23 J | 11 J | 15 J | 19 J | 18 J | 15 J |
| Cobalt | NE | NE | 7.1 | 11 U | 11 U | 10 U | 13 | 10 U | 12 U |
| Copper | 50 | 270 | 23.8 J | 63 | 22 | 25 | 44 | 33 | 28 |
| Iron | NE | NE | 23300 | 20000 | 12000 | 17000 | 26000 | 28000 | 12000 |
| Lead | 63 | 400 | 5.3 | 160 J | 4.6 J | 7.1 J | 270 J | 330 J | 56 J |
| Magnesium | NE | NE | 2250 | 3600 J | 1400 J | 2500 J | 2600 J | 3500 J | 6600 J |
| Manganese | 1600 | 2000 | 469 | 610 | 110 | 260 | 340 | 450 | 190 |
| Mercury | 0.18 | 0.81 | 0.058 U | 0.38 | 0.02 U | 0.018 U | 0.31 | 0.28 | 0.033 |
| Nickel | 30 | 310 | 11.8 J | 31 | 8.7 U | 11 | 21 | 20 | 69 |
| Potassium | NE | NE | 1080 | 1100 U | 1100 U | 1200 | 960 | 1400 | 1200 |
| Silver | 2 | 180 | 1.5 U | 2.2 U | 2.2 U | 2.1 U | 1.7 U | 2 U | 2.3 U |
| Vanadium | NE | NE | 36.1 J | 62 | 24 | 26 | 21 | 24 | 16 |
| Zinc | 109 | 10000 | 32.2 | 280 | 23 | 31 | 230 | 170 | 49 |
| Cyanides (mg/kg) | | | | | | | | | |
| Free Cyanide | NE | NE | 0.24 U | 2.5 U | 2.5 U | 2.3 U | 2.4 U | 2.4 U | 2.7 U |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

Soil Samples Analytical Data for Proposed BCP Site

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-07 (20-22) 6/26/2013 | SSGP-08 (3.5-4.5) 6/25/2013 | SSGP-08 (10-10.5) 6/25/2013 | SSGP-09 (3.0-3.4) 6/25/2013 | SSGP-09 (16.4-17.4) 6/25/2013 | SSGP-09B (26-26.5) 6/26/2013 | SSGP-14 (3-5) 8/9/2010 |
|---|---------------------|-----------------------------------|---------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|------------------------------------|------------------------------|
| BTEX (mg/kg) | | | | | | | | | |
| Benzene | 0.06 | 4.8 | 0.61 J | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| Toluene | 0.7 | 100 | 12 J | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| Ethylbenzene | 1 | 41 | 29 J | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| o-Xylene | 0.26 | 100 | 11 J | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | NA |
| m/p-Xylene | 0.26 | 100 | 25 J | 0.0022 UJ | 0.0025 UJ | 0.0023 UJ | 0.0025 UJ | 0.0022 UJ | NA |
| Total Xylene | 0.26 | 100 | NA | NA | NA | NA | NA | NA | 0.0059 U |
| Total BTEX | NE | NE | 77.61 | ND | ND | ND | ND | ND | ND |
| Other VOCs (mg/kg) | | | | | | | | | |
| Acetone | 0.05 | 100 | 0.65 UJ | 0.011 UJ | 0.013 UJ | 0.012 UJ | 0.034 UJ | 0.011 UJ | 0.024 UJ |
| Carbon disulfide | NE | NE | 0.13 UJ | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| 1,2-Dichloroethane | 0.02 | 3.1 | 0.13 UJ | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| Isopropylbenzene | NE | NE | 3.1 J | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | NA |
| Methylcyclohexane | NE | NE | 0.13 UJ | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | NA |
| Methylene chloride | 0.05 | 100 | 0.13 UJ | 0.0035 UJ | 0.0052 UJ | 0.0053 UJ | 0.0029 UJ | 0.0013 UJ | 0.024 U |
| Styrene | NE | NE | 0.14 J | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| Tetrachloroethene (PCE) | 1.3 | 19 | 0.13 UJ | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| Trichloroethene (TCE) | 0.47 | 21 | 0.13 UJ | 0.0011 UJ | 0.0013 UJ | 0.0012 UJ | 0.0013 UJ | 0.0011 UJ | 0.0059 U |
| Total VOCs | NE | NE | 80.85 | ND | ND | ND | ND | ND | ND |
| PAHs (mg/kg) | | | | | | | | | |
| Acenaphthylene | 100 | 100 | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Anthracene | 100 | 100 | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Benzo(a)anthracene | 1 | 1 | 0.22 U | 0.075 | 0.042 U | 0.036 U | 0.039 U | 0.036 U | 0.32 U |
| Benzo(b)fluoranthene | 1 | 1 | 0.22 U | 0.079 | 0.042 U | 0.036 U | 0.039 U | 0.036 U | 0.32 U |
| Benzo(k)fluoranthene | 0.8 | 3.9 | 0.22 U | 0.038 | 0.042 U | 0.036 U | 0.039 U | 0.036 U | 0.32 U |
| Benzo(g,h,i)perylene | 100 | 100 | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Benzo(a)pyrene | 1 | 1 | 0.22 U | 0.075 | 0.042 U | 0.036 U | 0.039 U | 0.036 U | 0.32 U |
| Chrysene | 1 | 3.9 | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Dibenz(a,h)anthracene | 0.33 | 0.33 | 0.22 U | 0.036 U | 0.042 U | 0.036 U | 0.039 U | 0.036 U | 0.32 U |
| Fluoranthene | 100 | 100 | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Indeno(1,2,3-cd)pyrene | 0.5 | 0.5 | 0.22 U | 0.071 | 0.042 U | 0.036 U | 0.039 U | 0.036 U | 0.32 U |
| 2-Methylnaphthalene | NE | NE | 8.1 J | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Naphthalene | 12 | 100 | 38 J | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Phenanthrene | 100 | 100 | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 U |
| Pyrene | 100 | 100 | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 UJ |
| Total PAH | NE | NE | 46.1 | 0.338 | ND | ND | ND | ND | ND |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

Soil Samples Analytical Data for Proposed BCP Site

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-07 (20-22) 6/26/2013 | SSGP-08 (3.5-4.5) 6/25/2013 | SSGP-08 (10-10.5) 6/25/2013 | SSGP-09 (3.0-3.4) 6/25/2013 | SSGP-09 (16.4-17.4) 6/25/2013 | SSGP-09B (26-26.5) 6/26/2013 | SSGP-14 (3-5) 8/9/2010 |
|---|---------------------|-----------------------------------|---------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|------------------------------------|------------------------------|
| Other SVOCs (mg/kg) | | | | | | | | | |
| Bis(2-ethylhexyl)phthalate | NE | NE | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 UJ |
| Butyl benzyl phthalate | NE | NE | 2.2 U | 0.36 U | 0.42 U | 0.36 U | 0.39 U | 0.36 U | 0.32 UJ |
| Total SVOCs | NE | NE | 46.1 | 0.338 | ND | ND | ND | ND | ND |
| Metals (mg/kg) | | | | | | | | | |
| Aluminum | NE | NE | 8400 | 6700 | 9100 | 12000 | 8900 | 13000 | 15000 |
| Arsenic | 13 | 16 | 6.8 | 5.9 | 3.7 | 4 | 1.8 | 1.1 J | 5.6 J |
| Barium | 350 | 400 | 91 | 46 | 77 | 62 | 49 | 89 | 56.7 J |
| Beryllium | 7.2 | 72 | 0.44 U | 0.39 U | 0.42 U | 0.61 | 0.46 | 0.39 | 0.49 J |
| Calcium | NE | NE | 5200 | 4300 | 15000 | 1900 | 950 U | 2400 | 2920 |
| Chromium | NE | NE | 26 J | 20 J | 18 J | 20 J | 23 J | 41 J | 19.8 J |
| Cobalt | NE | NE | 11 U | 13 | 10 U | 11 | 9.5 U | 11 | 7.5 J |
| Copper | 50 | 270 | 21 | 63 | 25 | 22 | 23 | 11 | 10.6 |
| Iron | NE | NE | 17000 | 18000 | 17000 | 23000 | 27000 | 28000 | 22300 |
| Lead | 63 | 400 | 160 J | 330 J | 73 J | 46 J | 7.6 J | 4.4 J | 10.4 J |
| Magnesium | NE | NE | 4600 J | 16000 J | 6300 J | 2500 J | 3800 J | 10000 J | 2870 |
| Manganese | 1600 | 2000 | 290 | 290 | 460 | 440 | 680 | 310 | 706 |
| Mercury | 0.18 | 0.81 | 0.07 | 0.087 | 0.021 U | 0.04 | 0.02 U | 0.018 U | 0.054 U |
| Nickel | 30 | 310 | 41 | 170 | 36 | 17 | 14 | 24 | 12.9 J |
| Potassium | NE | NE | 1200 | 1500 | 2100 | 1100 | 1600 | 8500 | 914 |
| Silver | 2 | 180 | 2.2 U | 1.9 U | 2.1 U | 1.7 U | 1.9 U | 1.7 U | 0.31 J |
| Vanadium | NE | NE | 22 | 23 | 22 | 33 | 36 | 83 | 26.2 J |
| Zinc | 109 | 10000 | 80 | 76 | 49 | 38 | 48 | 24 | 43.4 |
| Cyanides (mg/kg) | | | | | | | | | |
| Free Cyanide | NE | NE | 2.9 U | 2.9 | 2.6 U | 2.4 U | 2.6 U | 2.4 U | 0.24 U |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-14 (12.75-13) 8/9/2010 | SSGP-15 (2-5) 8/19/2010 | SSGP-15 (13.5-15) 8/19/2010 | SSGP-17 (10-12) 8/22/2011 | SSGP-18 (10-12) 8/23/2011 | SSSB-19 (7.5-8.5) 3/11/2016 | Duplicate of SSSB-19 (7.5-8.5) 3/11/2016 |
|---|---------------------|-----------------------------------|-----------------------------------|-------------------------------|-----------------------------------|---------------------------------|---------------------------------|-----------------------------------|---|
| BTEX (mg/kg) | | | | | | | | | |
| Benzene | 0.06 | 4.8 | 0.0067 U | 0.0055 U | 0.011 U | 0.0061 U | 0.0056 U | 0.00087 U | 0.0024 |
| Toluene | 0.7 | 100 | 0.0067 U | 0.0055 U | 0.00047 J | 0.0061 U | 0.0056 U | 0.00087 U | 0.001 U |
| Ethylbenzene | 1 | 41 | 0.0067 U | 0.0055 U | 0.0017 J | 0.0061 U | 0.0056 U | 0.00087 U | 0.001 U |
| o-Xylene | 0.26 | 100 | NA | NA | NA | NA | NA | 0.00087 U | 0.001 U |
| m/p-Xylene | 0.26 | 100 | NA | NA | NA | NA | NA | 0.00087 U | 0.001 U |
| Total Xylene | 0.26 | 100 | 0.0067 U | 0.0055 U | 0.013 | 0.0061 U | 0.0056 U | NA | NA |
| Total BTEX | NE | NE | ND | ND | 0.01517 | ND | ND | ND | 0.0024 |
| Other VOCs (mg/kg) | | | | | | | | | |
| Acetone | 0.05 | 100 | 0.027 UJ | 0.022 U | 0.045 U | 0.024 UJ | 0.022 UJ | 0.0043 U | 0.005 U |
| Carbon disulfide | NE | NE | 0.0067 U | 0.0055 UJ | 0.011 UJ | 0.0061 U | 0.0056 U | 0.00087 U | 0.001 U |
| 1,2-Dichloroethane | 0.02 | 3.1 | 0.0067 U | 0.0055 U | 0.011 U | 0.0061 U | 0.0056 U | 0.00087 U | 0.001 U |
| Isopropylbenzene | NE | NE | NA | NA | NA | NA | NA | 0.00087 U | 0.001 U |
| Methylcyclohexane | NE | NE | NA | NA | NA | NA | NA | 0.00087 U | 0.001 U |
| Methylene chloride | 0.05 | 100 | 0.027 U | 0.022 U | 0.045 U | 0.024 UJ | 0.022 UJ | 0.00087 U | 0.001 U |
| Styrene | NE | NE | 0.0067 U | 0.0055 U | 0.011 | 0.0061 U | 0.0056 U | 0.00087 U | 0.001 U |
| Tetrachloroethene (PCE) | 1.3 | 19 | 0.0067 U | 0.0055 U | 0.011 U | 0.0061 U | 0.0056 U | 0.0011 | 0.001 |
| Trichloroethene (TCE) | 0.47 | 21 | 0.0067 U | 0.0055 U | 0.011 U | 0.0061 U | 0.0056 U | 0.00087 U | 0.001 U |
| Total VOCs | NE | NE | ND | ND | 0.02617 | ND | ND | 0.0011 | 0.0034 |
| PAHs (mg/kg) | | | | | | | | | |
| Acenaphthylene | 100 | 100 | 0.36 U | 0.29 U | 0.016 J | 0.32 U | 0.29 U | 0.99 U | 0.22 U |
| Anthracene | 100 | 100 | 0.015 J | 0.29 U | 0.3 U | 0.32 U | 0.016 J | 0.99 U | 0.22 U |
| Benzo(a)anthracene | 1 | 1 | 0.059 J | 0.29 U | 0.3 U | 0.031 J | 0.042 J | 0.99 U | 0.22 U |
| Benzo(b)fluoranthene | 1 | 1 | 0.035 J | 0.29 U | 0.3 U | 0.32 UJ | 0.057 J | 0.99 U | 0.22 U |
| Benzo(k)fluoranthene | 0.8 | 3.9 | 0.36 U | 0.29 U | 0.3 U | 0.32 UJ | 0.29 UJ | 0.99 U | 0.22 U |
| Benzo(g,h,i)perylene | 100 | 100 | 0.41 | 0.29 U | 0.3 U | 0.32 UJ | 0.16 J | 0.99 U | 0.22 U |
| Benzo(a)pyrene | 1 | 1 | 0.047 J | 0.29 U | 0.3 U | 0.32 UJ | 0.036 J | 0.99 U | 0.22 U |
| Chrysene | 1 | 3.9 | 0.053 J | 0.29 U | 0.3 U | 0.024 J | 0.068 J | 0.99 U | 0.22 U |
| Dibenz(a,h)anthracene | 0.33 | 0.33 | 0.36 U | 0.29 U | 0.3 U | 0.32 UJ | 0.29 UJ | 0.99 U | 0.22 U |
| Fluoranthene | 100 | 100 | 0.073 J | 0.29 U | 0.3 U | 0.04 J | 0.05 J | 0.99 U | 0.22 U |
| Indeno(1,2,3-cd)pyrene | 0.5 | 0.5 | 0.19 J | 0.29 U | 0.3 U | 0.32 UJ | 0.13 J | 0.99 U | 0.22 U |
| 2-Methylnaphthalene | NE | NE | 0.36 U | 0.29 U | 0.27 J | 0.32 U | 0.29 U | 0.99 U | 0.22 U |
| Naphthalene | 12 | 100 | 0.36 U | 0.29 U | 1.5 | 0.32 U | 0.29 U | 0.99 U | 0.22 U |
| Phenanthrene | 100 | 100 | 0.36 U | 0.29 U | 0.3 U | 0.32 U | 0.075 J | 0.99 U | 0.22 U |
| Pyrene | 100 | 100 | 0.3 J | 0.29 UJ | 0.3 UJ | 0.086 J | 0.11 J | 0.99 U | 0.22 U |
| Total PAH | NE | NE | 1.182 | ND | 1.786 | 0.181 | 0.744 | ND | ND |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSGP-14 (12.75-13) 8/9/2010 | SSGP-15 (2-5) 8/19/2010 | SSGP-15 (13.5-15) 8/19/2010 | SSGP-17 (10-12) 8/22/2011 | SSGP-18 (10-12) 8/23/2011 | SSSB-19 (7.5-8.5) 3/11/2016 | Duplicate of SSSB-19 (7.5-8.5) 3/11/2016 |
|---|---------------------|-----------------------------------|-----------------------------------|-------------------------------|-----------------------------------|---------------------------------|---------------------------------|-----------------------------------|---|
| Other SVOCs (mg/kg) | | | | | | | | | |
| Bis(2-ethylhexyl)phthalate | NE | NE | 0.36 UJ | 0.29 UJ | 0.3 UJ | 0.32 UJ | 0.29 UJ | 0.99 U | 0.22 U |
| Butyl benzyl phthalate | NE | NE | 0.36 UJ | 0.29 UJ | 0.3 UJ | 0.32 UJ | 0.29 UJ | 0.99 U | 0.22 U |
| Total SVOCs | NE | NE | 1.182 | ND | 1.786 | 0.181 | 0.744 | ND | ND |
| Metals (mg/kg) | | | | | | | | | |
| Aluminum | NE | NE | 10800 | 8120 | 3420 | NA | NA | 9200 | 6500 |
| Arsenic | 13 | 16 | 3.4 J | 3.3 J | 5.7 U | NA | NA | 3.3 U | 3.4 U |
| Barium | 350 | 400 | 60.4 J | 46.5 J | 23.2 J | NA | NA | 48 | 45 U |
| Beryllium | 7.2 | 72 | 0.54 J | 0.43 J | 0.24 J | NA | NA | 0.64 | 0.51 |
| Calcium | NE | NE | 1090 | 1190 | 690 | NA | NA | 12000 | 7300 |
| Chromium | NE | NE | 20.8 J | 21.6 J | 10.2 J | NA | NA | 16 | 14 |
| Cobalt | NE | NE | 7.9 | 7.3 | 3.1 | NA | NA | 11 U | 11 U |
| Copper | 50 | 270 | 17.2 J | 19.9 J | 11 | NA | NA | 21 | 13 |
| Iron | NE | NE | 20400 | 19700 | 11600 | NA | NA | 19000 | 15000 |
| Lead | 63 | 400 | 5.1 | 5.7 | 3.3 J | NA | NA | 23 J | 11 J |
| Magnesium | NE | NE | 3580 | 2880 | 1190 | NA | NA | 6100 | 4500 |
| Manganese | 1600 | 2000 | 228 | 343 | 131 | NA | NA | 500 | 390 |
| Mercury | 0.18 | 0.81 | 0.064 U | 0.054 U | 0.053 U | NA | NA | 0.037 | 0.02 U |
| Nickel | 30 | 310 | 20.3 J | 14.1 J | 7.7 J | NA | NA | 17 | 12 |
| Potassium | NE | NE | 1810 | 1600 | 500 | NA | NA | 1100 U | 1100 |
| Silver | 2 | 180 | 0.22 J | 1.3 U | 1.4 U | NA | NA | 2.2 U | 2.2 U |
| Vanadium | NE | NE | 27.7 J | 33.8 J | 18.3 J | NA | NA | 40 | 25 |
| Zinc | 109 | 10000 | 40.8 | 31.5 | 16.2 | NA | NA | 39 | 30 |
| Cyanides (mg/kg) | | | | | | | | | |
| Free Cyanide | NE | NE | 0.27 U | 0.22 U | 0.22 U | NA | NA | 2.5 U | 2.6 U |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSSB-19 (13.5-15) 3/11/2016 | SSSB-19 (33-34) 3/11/2016 | SSSB-20 (23.5-24) 3/10/2016 | SSSB-20 (33-34) 3/10/2016 | SSSB-21 (21.5-22) 3/9/2016 | SSSB-22 (20-23) 3/10/2016 | SSSB-23 (32.5-33.5) 3/11/2016 |
|---|---------------------|-----------------------------------|-----------------------------------|---------------------------------|-----------------------------------|---------------------------------|----------------------------------|---------------------------------|-------------------------------------|
| BTEX (mg/kg) | | | | | | | | | |
| Benzene | 0.06 | 4.8 | 0.00075 U | 0.016 | 0.0025 | 0.096 | 0.002 | 0.0008 U | 0.019 |
| Toluene | 0.7 | 100 | 0.00075 U | 0.0016 | 0.0013 | 0.076 | 0.0007 U | 0.0008 UJ | 0.0041 |
| Ethylbenzene | 1 | 41 | 0.00075 U | 0.19 | 0.00077 U | 0.48 | 0.0007 U | 0.0008 U | 0.087 |
| o-Xylene | 0.26 | 100 | 0.00075 U | 0.017 | 0.00077 U | 0.16 | 0.0007 U | 0.0008 U | 0.012 |
| m/p-Xylene | 0.26 | 100 | 0.00075 U | 0.01 | 0.00077 U | 0.33 | 0.0007 U | 0.0008 U | 0.015 |
| Total Xylene | 0.26 | 100 | NA | NA | NA | NA | NA | NA | NA |
| Total BTEX | NE | NE | ND | 0.2346 | 0.0038 | 1.142 | 0.002 | ND | 0.1371 |
| Other VOCs (mg/kg) | | | | | | | | | |
| Acetone | 0.05 | 100 | 0.056 U | 0.0035 U | 0.015 U | 0.19 U | 0.0068 U | 0.004 U | 0.005 U |
| Carbon disulfide | NE | NE | 0.00075 U | 0.00071 U | 0.0014 | 0.038 U | 0.0007 U | 0.00081 | 0.00076 U |
| 1,2-Dichloroethane | 0.02 | 3.1 | 0.00075 U | 0.00071 U | 0.00077 U | 0.038 U | 0.0007 U | 0.0008 U | 0.00076 U |
| Isopropylbenzene | NE | NE | 0.00075 U | 0.019 | 0.00077 U | 0.058 | 0.0007 U | 0.0008 U | 0.01 |
| Methylcyclohexane | NE | NE | 0.00075 U | 0.0012 | 0.00095 | 0.038 U | 0.0007 U | 0.0008 U | 0.0024 |
| Methylene chloride | 0.05 | 100 | 0.00075 U | 0.00071 U | 0.00077 U | 0.038 U | 0.0007 U | 0.0008 U | 0.00076 U |
| Styrene | NE | NE | 0.00075 U | 0.00071 U | 0.00088 | 0.038 U | 0.001 | 0.0008 U | 0.00076 U |
| Tetrachloroethene (PCE) | 1.3 | 19 | 0.00075 U | 0.00071 U | 0.00077 U | 0.038 U | 0.0007 U | 0.0008 U | 0.00076 U |
| Trichloroethene (TCE) | 0.47 | 21 | 0.00075 U | 0.00071 U | 0.00077 U | 0.038 U | 0.0007 U | 0.0008 U | 0.00076 U |
| Total VOCs | NE | NE | ND | 0.2548 | 0.00703 | 1.2 | 0.003 | 0.00081 | 0.1495 |
| PAHs (mg/kg) | | | | | | | | | |
| Acenaphthylene | 100 | 100 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Anthracene | 100 | 100 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Benzo(a)anthracene | 1 | 1 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Benzo(b)fluoranthene | 1 | 1 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Benzo(k)fluoranthene | 0.8 | 3.9 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Benzo(g,h,i)perylene | 100 | 100 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Benzo(a)pyrene | 1 | 1 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Chrysene | 1 | 3.9 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Dibenz(a,h)anthracene | 0.33 | 0.33 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Fluoranthene | 100 | 100 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Indeno(1,2,3-cd)pyrene | 0.5 | 0.5 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| 2-Methylnaphthalene | NE | NE | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Naphthalene | 12 | 100 | 0.19 U | 0.69 | 0.19 U | 1.2 | 0.19 U | 0.21 U | 0.42 |
| Phenanthrene | 100 | 100 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Pyrene | 100 | 100 | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Total PAH | NE | NE | ND | 0.69 | ND | 1.2 | ND | ND | 0.42 |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | Unrestricted SCO | Restricted- Residential SCO | SSSB-19 (13.5-15) 3/11/2016 | SSSB-19 (33-34) 3/11/2016 | SSSB-20 (23.5-24) 3/10/2016 | SSSB-20 (33-34) 3/10/2016 | SSSB-21 (21.5-22) 3/9/2016 | SSSB-22 (20-23) 3/10/2016 | SSSB-23 (32.5-33.5) 3/11/2016 |
|---|---------------------|-----------------------------------|-----------------------------------|---------------------------------|-----------------------------------|---------------------------------|----------------------------------|---------------------------------|-------------------------------------|
| Other SVOCs (mg/kg) | | | | | | | | | |
| Bis(2-ethylhexyl)phthalate | NE | NE | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Butyl benzyl phthalate | NE | NE | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.19 U | 0.21 U | 0.19 U |
| Total SVOCs | NE | NE | ND | 0.69 | ND | 1.2 | ND | ND | 0.42 |
| Metals (mg/kg) | | | | | | | | | |
| Aluminum | NE | NE | 7000 | 5900 | 6700 | 5900 | 9800 | 6200 | 6700 |
| Arsenic | 13 | 16 | 3.3 U | 3.4 U | 3 U | 3.4 U | 2.8 U | 3.7 U | 3.3 U |
| Barium | 350 | 400 | 48 | 52 | 40 U | 52 | 46 | 54 | 58 |
| Beryllium | 7.2 | 72 | 0.74 | 0.7 | 0.52 | 0.56 | 0.84 | 0.49 U | 0.73 |
| Calcium | NE | NE | 1100 U | 1400 | 2200 | 5200 | 3300 | 2700 | 2600 |
| Chromium | NE | NE | 32 | 18 | 21 | 19 | 24 | 11 | 22 |
| Cobalt | NE | NE | 11 U | 11 U | 10 U | 11 U | 9.7 | 12 U | 11 U |
| Copper | 50 | 270 | 24 | 21 | 14 | 21 | 21 | 19 | 26 |
| Iron | NE | NE | 25000 | 20000 | 18000 | 22000 | 25000 | 18000 | 25000 |
| Lead | 63 | 400 | 7.1 | 6.9 | 4.3 | 6.1 | 5.3 | 3 | 7.2 |
| Magnesium | NE | NE | 2400 | 2400 | 4200 | 2800 | 6200 | 1600 | 3200 |
| Manganese | 1600 | 2000 | 240 | 330 | 510 | 410 | 360 | 240 | 340 |
| Mercury | 0.18 | 0.81 | 0.019 U | 0.019 U | 0.017 U | 0.018 U | 0.019 U | 0.019 U | 0.018 U |
| Nickel | 30 | 310 | 15 | 13 | 13 | 13 | 16 | 9.8 U | 16 |
| Potassium | NE | NE | 1800 | 1600 | 1200 | 1600 | 3300 | 1900 | 2300 |
| Silver | 2 | 180 | 2.2 U | 2.3 U | 2 U | 2.3 U | 1.9 U | 2.5 U | 2.2 U |
| Vanadium | NE | NE | 38 | 29 | 34 | 30 | 41 | 28 | 36 |
| Zinc | 109 | 10000 | 36 | 33 | 27 | 32 | 30 | 25 | 39 |
| Cyanides (mg/kg) | | | | | | | | | |
| Free Cyanide | NE | NE | 2.4 U | 2.2 U | 2.4 U | 2.2 U | 1.8 U | 2.4 U | 2.1 U |

Table 4. Analytical Soil Summary
Former Skillman Street Holder Station
Brooklyn, New York

Notes:

mg/kg = milligrams/kilogram or parts per million (ppm)

BTEX = Benzene, Toluene, Ethylbenzene, and Xylenes

PAH = Polycyclic Aromatic Hydrocarbon

SVOC = Semivolatile Organic Compound

VOC = Volatile Organic Compound

Total BTEX, Total VOCs, Total PAHs, and Total SVOCs are calculated using detects only.

Total PAHs are calculated using the following list of analytes: Acenaphthene, Acenaphthylene, Anthracene, Benz[a]anthracene, Benzo[a]pyrene, Benzo[b]fluoranthene, Benzo[g,h,i]perylene, Benzo[k]fluoranthene, Chrysene, Dibenz[a,h]anthracene, Fluoranthene, Fluorene, Indeno[1,2,3-cd]pyrene, 2-Methylnaphthalene, Naphthalene, Phenanthrene, and Pyrene

6 NYCRR = New York State Register and Official Compilation of Codes, Rules and Regulations of the State of New York

Comparison of detected results are performed against one or more of the following NYCRR, Chapter IV, Part 375-6 Soil Cleanup Objectives (SCO)s: Unrestricted Use, Residential, Restricted-Residential, Commercial, Industrial, Protection of Ecological Resources, or Protection of Groundwater

ND = Not Detected

NE = Not Established

NA = Not Analyzed

NYSDEC = New York State Department of Environmental Conservation

Bolding indicates a detected result concentration

Shading and bolding indicates that the detected concentration is above the NYSDOH guidance it was compared to

Gray shading and bolding indicates that the detected result value exceeds the Unrestricted SCO

Yellow shading and bolding indicates that the detected result value exceeds the Restricted-Residential SCO

Validation Qualifiers:

J = The result is an estimated value.

R = The result is rejected.

U = The result was not detected above the reporting limit.

UJ = The results were not detected at or above the reporting limit shown and the reporting limit is estimated.

Table 7. Analytical Groundwater Summary
Former Skillman Street Holder Station
Brooklyn, New York

Groundwater Analytical Results for Proposed
BCP Site

| Sample Name Sample Depth (feet) Sample Date | NYS AWQS | SSGW-01 (13-23) 6/27/2013 | Duplicate of SSGW-01 (13-23) 6/27/2013 | SSGW-02 (11.5-21.5) 6/28/2013 | SSGW-03 (15-25) 6/26/2013 | SSGW-05 (8-18) 8/9/2010 | SSGW-06 (11-16) 8/25/2010 | SSGW-19 (14-24) 3/11/2016 | SSGW-23 (15-25) 3/11/2016 | Duplicate of SSGW-23 (15-25) 3/11/2016 | SSMW-02 (11-21) 5/31/2011 | SSMW-03 (12-22) 5/31/2011 | SSMW-04 (10-20) 6/1/2011 |
|---|----------|---------------------------------|---|-------------------------------------|---------------------------------|-------------------------------|---------------------------------|---------------------------------|---------------------------------|---|---------------------------------|---------------------------------|--------------------------------|
| BTEX (ug/L) | | | | | | | | | | | | | |
| Benzene | 1 | 4300 | 5600 | 240 | 13 | 5 U | 100 U | 1 U | 1.7 | 1.7 | 100 J | 0.76 J | 5 U |
| Toluene | 5 | 16000 | 20000 | 79 | 1 U | 5 U | 1100 | 1 U | 1 U | 1 U | 260 | 5 U | 5 U |
| Ethylbenzene | 5 | 9500 | 12000 | 32 | 1 U | 5 U | 930 | 1 U | 1.8 | 1.6 | 250 | 5 U | 5 U |
| o-Xylene | 5 | 4000 | 4900 | 150 | 1 U | NA | NA | 1 U | 1 U | 1 | NA | NA | NA |
| m/p-Xylene | 5 | 7700 | 9400 | 100 | 2 U | NA | NA | 1 U | 1 U | 1.4 U | NA | NA | NA |
| Total Xylene | 5 | NA | NA | NA | NA | 5 U | 3900 | NA | NA | NA | 800 | 3.6 J | 5 U |
| Total BTEX | NE | 41500 | 51900 | 601 | 13 | ND | 5930 | ND | 3.5 | 4.3 | 1410 | 4.36 | ND |
| Other VOCs (ug/L) | | | | | | | | | | | | | |
| Acetone | 50* | 250 U | 250 U | 50 U | 5 U | 10 UJ | 200 U | 5 U | 5 U | 5 U | 850 | 10 U | 10 UJ |
| Bromodichloromethane | 50* | 50 U | 50 U | 10 U | 1 U | 5 U | 100 U | 4 | 2.6 | 2.6 | 250 U | 5 U | 5 U |
| Carbon disulfide | 60* | 50 U | 50 U | 10 U | 1 U | 5 U | 100 U | 1 U | 1 U | 1 U | 250 U | 5 U | 5 U |
| Chloroform (Trichloromethane) | 7 | 50 U | 50 U | 10 U | 1 U | 5 U | 100 U | 15 | 11 | 11 | 250 U | 5 U | 5 U |
| 1,1-Dichloroethane | 5 | 50 U | 50 U | 10 U | 1 U | 5 U | 100 U | 1 U | 1 U | 1 U | 250 U | 5 U | 5 U |
| 1,2-Dichloroethane | 0.6 | 50 U | 50 U | 10 U | 1 U | 5 U | 100 U | 1 U | 1 U | 1 U | 250 U | 5 U | 5 U |
| cis-1,2-Dichloroethene | 5 | 50 U | 50 U | 1900 | 9.2 | 5 U | 100 U | 1 U | 1 U | 1 U | 8000 | 3.6 J | 1.4 J |
| trans-1,2-Dichloroethene | 5 | 50 U | 50 U | 10 U | 1 U | 5 U | 100 U | 1 U | 1 U | 1 U | 39 J | 5 U | 5 U |
| Isopropylbenzene | 5 | 350 | 420 | 64 | 1 U | | | 1 U | 1 U | 1 U | NA | NA | NA |
| Styrene | 5 | 70 J | 82 | 10 U | 1 U | 5 U | 1800 | 1 U | 1 U | 1 U | 360 | 5 U | 5 U |
| Tetrachloroethene (PCE) | 5 | 50 U | 50 U | 230 | 1 U | 5 U | 100 U | 1.8 | 1 | 1.1 | 9400 | 5 U | 12 |
| 1,1,1-Trichloroethane (TCA) | 5 | 50 U | 50 U | 10 U | 1 U | 5 U | 100 U | 1 U | 1 U | 1 U | 250 U | 5 U | 5 U |
| Trichloroethene (TCE) | 5 | 50 U | 50 U | 140 | 1 U | 5 U | 100 U | 1 U | 1 U | 1 U | 1900 | 5 U | 0.82 J |
| Vinyl chloride | 2 | 50 U | 50 U | 200 | 1 U | 5 U | 100 U | 1 U | 1 U | 1 U | 380 | 1.1 J | 5 U |
| Total VOCs | NE | 41920 | 52402 | 3135 | 22.2 | 0 | 7730 | 20.8 | 18.1 | 19 | 22339 | 9.06 | 14.22 |
| PAHs (ug/L) | | | | | | | | | | | | | |
| 2-Methylnaphthalene | NE | 520 U | 200 | 10 U | 11 U | 4.3 U | 100 J | 11 U | 11 U | 11 U | 10 J | 4 U | 4 U |
| Naphthalene | 10* | 5600 J | 3300 J | 62 | 11 U | 4.3 U | 3300 | 11 U | 11 U | 11 U | 490 | 5.6 | 4 U |
| Total PAH | NE | 5600 | 3500 | 62 | ND | ND | 3400 | ND | ND | ND | 500 | 5.6 | ND |
| Other SVOCs (ug/L) | | | | | | | | | | | | | |
| Benzyl alcohol | NE | NA | NA | NA | NA | 0.46 J | 220 U | NA | NA | NA | 40 U | 4 U | 0.5 J |
| Bis(2-ethylhexyl)phthalate | 5 | 520 U | 200 U | 10 U | 11 U | 4.3 UJ | 220 U | 2.2 U | 5.1 | 5.8 | 40 UJ | 0.62 J | 4 U |
| Di-n-butyl phthalate | 50 | 520 U | 200 U | 10 U | 11 U | 0.54 J | 220 U | 11 U | 11 U | 11 U | 40 U | 4 U | 0.35 J |
| 2-Methylphenol (o-Cresol) | 1 | 520 U | 200 U | 10 U | 11 U | 4.3 U | 220 U | 11 U | 11 U | 11 U | 40 U | 4 U | 4 U |
| Phenol | 1 | 520 U | 200 U | 10 U | 11 U | 4.3 U | 220 U | 11 U | 11 U | 11 U | 40 U | 4 U | 4 U |
| Total SVOCs | NE | 5600 | 3500 | 62 | ND | 1 | 3400 | ND | 5.1 | 5.8 | 500 | 6.22 | 0.85 |
| Total Metals (ug/L) | | | | | | | | | | | | | |
| Aluminum | NE | 2900 J | 10000 J | 27000 | 130000 | 590 | 250 U | 180000 | 6500 J | 3900 J | 43.2 J | 161 J | 6510 |
| Antimony | 3 | 10 U | 10 U | 10 U | 40 U | 15 U | 15 U | 60 UJ | 20 UJ | 20 UJ | 15 U | 15 U | 5.1 J |
| Arsenic | 25 | 9.2 | 13 | 7.8 | 20 U | 15 U | 12.1 J | 47 | 15 U | 15 U | 15 U | 15 U | 15 U |
| Barium | 1000 | 200 U | 200 | 400 | 860 | 96.2 | 249 | 1800 | 200 U | 200 U | 232 | 113 | 110 |
| Beryllium | 3* | 2 U | 2 U | 2 U | 8 U | 5 U | 5 U | 17 | 2 U | 2 U | 5 U | 5 U | 5 U |

Table 7. Analytical Groundwater Summary
Former Skillman Street Holder Station
Brooklyn, New York

Groundwater Analytical Results for Proposed
BCP Site

| Sample Name Sample Depth (feet) Sample Date | NYS AWQS | SSGW-01 (13-23) 6/27/2013 | Duplicate of SSGW-01 (13-23) 6/27/2013 | SSGW-02 (11.5-21.5) 6/28/2013 | SSGW-03 (15-25) 6/26/2013 | SSGW-05 (8-18) 8/9/2010 | SSGW-06 (11-16) 8/25/2010 | SSGW-19 (14-24) 3/11/2016 | SSGW-23 (15-25) 3/11/2016 | Duplicate of SSGW-23 (15-25) 3/11/2016 | SSMW-02 (11-21) 5/31/2011 | SSMW-03 (12-22) 5/31/2011 | SSMW-04 (10-20) 6/1/2011 |
|---|----------|---------------------------------|---|-------------------------------------|---------------------------------|-------------------------------|---------------------------------|---------------------------------|---------------------------------|---|---------------------------------|---------------------------------|--------------------------------|
| Calcium | NE | 81000 | 86000 | 83000 | 220000 | 108000 | 99400 | 75000 | 84000 | 75000 | 95200 | 73100 | 354000 |
| Chromium | 50 | 10 UJ | 21 J | 68 | 380 | 3.1 J | 1.6 J | 430 | 15 | 10 | 0.9 J | 5 U | 17.5 |
| Cobalt | NE | 50 U | 50 U | 50 U | 200 U | 1.7 J | 3.9 J | 180 | 50 U | 50 U | 5.3 | 5 U | 6.7 |
| Copper | 200 | 25 U | 39 | 160 | 390 | 2.1 J | 10 U | 870 | 25 U | 25 U | 6.4 J | 10 U | 24.3 |
| Iron | 300 | 20000 | 26000 | 50000 | 410000 | 10100 | 6840 | 420000 | 18000 J | 13000 J | 26400 | 3720 | 15100 |
| Lead | 25 | 83 J | 280 J | 75 | 170 | 15 U | 15 U | 180 | 10 U | 10 U | 15 U | 15 U | 15 U |
| Magnesium | 35000* | 11000 J | 18000 J | 30000 | 150000 | 10100 | 21100 | 71000 | 20000 | 18000 | 24200 | 19100 | 188000 |
| Manganese | 300 | 690 J | 1300 J | 2700 | 30000 | 2780 | 5830 | 7300 | 2000 | 1700 | 7070 | 965 | 1590 |
| Mercury | 0.7 | 0.2 U | 0.3 | 0.2 U | 0.2 U | 0.4 U | 0.4 U | 0.2 U | 0.2 U | 0.2 U | 0.2 U | 0.2 U | 0.2 U |
| Nickel | 100 | 40 UJ | 83 J | 57 | 280 | 2 J | 2.6 J | 360 | 49 | 41 | 3.3 J | 3.1 J | 13.2 |
| Potassium | NE | 17000 | 18000 | 20000 | 61000 | 6180 | 21400 | 49000 | 14000 | 13000 | 22400 | 16300 | 33400 |
| Selenium | 10 | 10 U | 10 U | 10 U | 40 U | 38 U | 38 U | 60 U | 20 U | 20 U | 38 U | 38 U | 20.3 J |
| Silver | 50 | 10 U | 10 U | 10 U | 40 U | 0.49 J | 5 U | 30 UJ | 10 UJ | 10 UJ | 5 U | 5 U | 5 U |
| Sodium | 20000 | 100000 | 110000 | 83000 | 140000 | 59800 | 99900 | 56000 | 82000 | 73000 | 114000 | 197000 | 87500 |
| Thallium | 0.5* | 10 U | 10 U | 10 U | 40 U | 15 U | 15 U | 60 U | 20 U | 20 U | 15 U | 15 U | 4 J |
| Vanadium | NE | 50 U | 50 U | 79 | 480 | 3.5 J | 4.3 J | 650 | 50 U | 50 U | 3.5 J | 1.9 J | 22.5 |
| Zinc | 2000* | 33 J | 130 J | 230 | 940 | 25 U | 25 U | 810 | 41 | 30 U | 25 U | 25 U | 23.7 J |
| Cyanides (ug/L) | | | | | | | | | | | | | |
| Total Cyanide | 200 | 240 J | 200 J | 330 J | 74 J | 10 U | 108 | 240 | 29 | 29 | 26.4 | 10 U | 4.9 J |

Table 7. Analytical Groundwater Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | | SSMW-05 (11-21) 6/1/2011 | Duplicate of SSMW-05 (11-21) 6/1/2011 | SSMW-06 (25-30) 5/31/2011 | SSMW-07 (7-17) 9/9/2011 | SSMW-08 (7-17) 9/9/2011 |
|---|------|--------------------------------|--|---------------------------------|-------------------------------|-------------------------------|
| BTEX (ug/L) | | | | | | |
| Benzene | 1 | 5 U | 5 U | 410 | 5 U | 5 U |
| Toluene | 5 | 5 U | 5 U | 600 | 5 U | 5 U |
| Ethylbenzene | 5 | 5 U | 5 U | 720 | 5 U | 5 U |
| o-Xylene | 5 | NA | NA | NA | NA | NA |
| m/p-Xylene | 5 | NA | NA | NA | NA | NA |
| Total Xylene | 5 | 5 U | 5 U | 1700 | 5 U | 5 U |
| Total BTEX | NE | ND | ND | 3430 | ND | ND |
| Other VOCs (ug/L) | | | | | | |
| Acetone | 50* | 10 UJ | 10 U | 100 UJ | 10 U | 9.7 J |
| Bromodichloromethane | 50* | 5 U | 5 U | 50 U | 5 U | 5 U |
| Carbon disulfide | 60* | 5 U | 5 U | 50 U | 5 U | 1.4 J |
| Chloroform (Trichloromethane) | 7 | 5 U | 5 U | 50 U | 5 U | 5 U |
| 1,1-Dichloroethane | 5 | 5 U | 5 U | 50 U | 5 U | 3.4 J |
| 1,2-Dichloroethane | 0.6 | 4.3 J | 4.1 J | 50 U | 5 U | 5 U |
| cis-1,2-Dichloroethene | 5 | 5 U | 5 U | 600 | 5 U | 5 U |
| trans-1,2-Dichloroethene | 5 | 5 U | 5 U | 50 U | 5 U | 5 U |
| Isopropylbenzene | 5 | NA | NA | NA | NA | NA |
| Styrene | 5 | 5 U | 5 U | 92 | 5 U | 5 U |
| Tetrachloroethene (PCE) | 5 | 5.6 | 5 U | 50 U | 0.92 J | 5 U |
| 1,1,1-Trichloroethane (TCA) | 5 | 5 U | 5 U | 50 U | 5 U | 2.9 J |
| Trichloroethene (TCE) | 5 | 5 U | 5 U | 50 U | 1.2 J | 5 U |
| Vinyl chloride | 2 | 5 U | 5 U | 290 | 5 U | 5 U |
| Total VOCs | NE | 9.9 | 4.1 | 4412 | 2.12 | 17.4 |
| PAHs (ug/L) | | | | | | |
| 2-Methylnaphthalene | NE | 4.2 U | 4 U | 14 J | 4 U | 4 U |
| Naphthalene | 10* | 4.2 U | 4 U | 1200 | 4 U | 4 U |
| Total PAH | NE | ND | ND | 1214 | ND | ND |
| Other SVOCs (ug/L) | | | | | | |
| Benzyl alcohol | NE | 4.2 U | 4 U | 80 U | 4 U | 4 U |
| Bis(2-ethylhexyl)phthalate | 5 | 0.59 J | 0.6 J | 80 UJ | 0.62 J | 4 U |
| Di-n-butyl phthalate | 50 | 0.52 J | 0.46 J | 80 U | 4 U | 4 U |
| 2-Methylphenol (o-Cresol) | 1 | 4.2 U | 4 U | 21 J | 4 U | 4 U |
| Phenol | 1 | 4.2 U | 4 U | 80 U | 4 U | 1.4 J |
| Total SVOCs | NE | 1.11 | 1.06 | 1235 | 0.62 | 1.4 |
| Total Metals (ug/L) | | | | | | |
| Aluminum | NE | 10.4 J | 250 U | 19 J | NA | NA |
| Antimony | 3 | 15 U | 15 U | 15 U | NA | NA |
| Arsenic | 25 | 15 U | 15 U | 15 U | NA | NA |
| Barium | 1000 | 127 | 124 | 133 | NA | NA |
| Beryllium | 3* | 5 U | 5 U | 5 U | NA | NA |

Table 7. Analytical Groundwater Summary
Former Skillman Street Holder Station
Brooklyn, New York

| Sample Name Sample Depth (feet) Sample Date | | SSMW-05 (11-21) 6/1/2011 | Duplicate of SSMW-05 (11-21) 6/1/2011 | SSMW-06 (25-30) 5/31/2011 | SSMW-07 (7-17) 9/9/2011 | SSMW-08 (7-17) 9/9/2011 |
|---|----------|--------------------------------|--|---------------------------------|-------------------------------|-------------------------------|
| | NYS AWQS | | | | | |
| Calcium | NE | 137000 | 133000 | 59700 | NA | NA |
| Chromium | 50 | 0.84 J | 0.65 J | 5 U | NA | NA |
| Cobalt | NE | 5 U | 5 U | 4.4 J | NA | NA |
| Copper | 200 | 10 U | 10 U | 10 U | NA | NA |
| Iron | 300 | 125 U | 125 U | 214 | NA | NA |
| Lead | 25 | 15 U | 15 U | 15 U | NA | NA |
| Magnesium | 35000* | 31400 | 30500 | 18700 | NA | NA |
| Manganese | 300 | 7440 | 7540 | 3460 | NA | NA |
| Mercury | 0.7 | 0.2 U | 0.2 U | 0.2 U | NA | NA |
| Nickel | 100 | 16.8 | 16.1 | 2.9 J | NA | NA |
| Potassium | NE | 5870 | 5680 | 4580 | NA | NA |
| Selenium | 10 | 38 U | 38 U | 38 U | NA | NA |
| Silver | 50 | 5 U | 5 U | 5 U | NA | NA |
| Sodium | 20000 | 293000 | 276000 | 109000 | NA | NA |
| Thallium | 0.5* | 15 U | 15 U | 15 U | NA | NA |
| Vanadium | NE | 4 J | 5 U | 2.6 J | NA | NA |
| Zinc | 2000* | 25 U | 25 U | 25 U | NA | NA |
| Cyanides (ug/L) | | | | | | |
| Total Cyanide | 200 | 3.7 J | 7.5 J | 101 | NA | NA |

Table 7. Analytical Groundwater Summary
Former Skillman Street Holder Station
Brooklyn, New York

Notes:

ug/L = micrograms per liter or parts per billion (ppb)

BTEX = Benzene, Toluene, Ethylbenzene, and Xylenes
PAH = Polycyclic Aromatic Hydrocarbon
SVOC = Semivolatile Organic Compound
VOC = Volatile Organic Compound

Total BTEX, Total VOCs, Total PAHs, and Total SVOCs are calculated using detects only.
Total PAHs are calculated using the following list of analytes: Acenaphthene, Acenaphthylene, Anthracene, Benz[a]anthracene, Benzo[a]pyrene, Benzo[b]fluoranthene, Benzo[g,h,i]perylene, Benzo[k]fluoranthene, Chrysene, Dibenzo[a,h]anthracene, Fluoranthene, Fluorene, Indeno[1,2,3-cd]pyrene, 2-Methylnaphthalene, Naphthalene, Phenanthrene, and Pyrene

NYS AWQS = New York State Ambient Water Quality Standards and Guidance Values for GA groundwater
* indicates the value is a guidance value and not a standard

ND = Not Detected
NE = Not Established
NA = Not Analyzed
NYSDEC = New York State Department of Environmental Conservation

NYS AWQS - New York State Ambient Water Quality Standards and Guidance Values for GA groundwater
* indicates the value is a guidance value and not a standard

Bolding indicates a detected concentration
Gray shading indicates that the detected result value exceeds NYS AWQS

Validation Qualifiers:

J = The result is an estimated value.
U = The result was not detected above the reporting limit.
UJ = The results were not detected at or above the reporting limit shown and the reporting limit is estimated.

Table 8. Analytical Air Results
Former Skillman Street Holder Station
Brooklyn, New York

Sub-Slab Soil Vapor
Analytical Results for
Proposed BCP Site

Indoor Air Analytical
Results for Proposed
BCP Site

Ambient Air
Analytical
Results for
Proposed
BCP Site

dated

| Sample Name: Sample Date: | Soil Vapor | | | EPA BASE Indoor Air Concentrations 90th Percentile ¹ | NYSDOH Air Guidance Value | Indoor Air | | | EPA BASE Outdoor Air Concentrations 90th Percentile ¹ | Outdoor Air SSOA-01 3/25/2011 |
|--|----------------------|--------------------------------------|----------------------|--|------------------------------------|----------------------|--------------------------------------|----------------------|---|-------------------------------------|
| | SSSV-01 3/25/2011 | Duplicate of SSSV-01 3/25/2011 | SSSV-02 3/24/2011 | | | SSIA-01 3/25/2011 | Duplicate of SSIA-01 3/25/2011 | SSIA-02 3/25/2011 | | |
| Possibly MGP-Related VOCs (ug/m ³) | | | | | | | | | | |
| Benzene | 9.4 | 12 | 35 | 9.4 | NE | 1.3 | 1.4 | 0.71 | 6.6 | 0.72 |
| Toluene | 60 | 59 | 96 | 43 | NE | 6.3 J | 2.5 J | 1.5 | 33.7 | 1.1 |
| Ethylbenzene | 5.5 J | 7.8 J | 12 J | 5.7 | NE | 1.2 J | 0.7 J | 0.5 | 3.5 | 0.27 J |
| m,p-Xylene | 17 J | 24 J | 40 | NE | NE | 3.3 J | 2.3 J | 1.7 | NE | 0.78 |
| o-Xylene | 5.2 J | 7.4 J | 13 J | 7.9 | NE | 1.3 J | 0.91 J | 0.64 | 4.6 | 0.35 |
| Naphthalene | 2.4 J | 2.6 J | 48 UJ | 5.1 | NE | 1.2 J | 1 UJ | 1 UJ | 4.9 | 1 UJ |
| Indane | 2.2 J | 2.3 J | 18 UJ | NE | NE | 0.39 UJ | 0.39 UJ | 0.39 UJ | NE | 0.39 UJ |
| Indene | 3.8 UJ | 0.76 UJ | 35 UJ | NE | NE | 0.76 UJ | 0.76 UJ | 0.76 U | NE | 0.76 UJ |
| 1,2,4-Trimethylbenzene | 7.8 | 10 | 12 J | 9.5 | NE | 1.5 J | 0.71 J | 1.2 | 5.8 | 0.39 J |
| Nonane | 4.8 J | 5.7 | 8.4 J | 7.8 | NE | 3.6 J | 1.7 J | 1.8 | 2.8 | 0.31 J |
| n-Decane | 6.2 J | 7.9 | 16 J | 17.5 | NE | 6.5 J | 1.2 J | 1.8 J | 7.6 | 1.4 J |
| n-Undecane | 8.8 J | 10 J | 120 UJ | 22.6 | NE | 2.4 J | 0.46 J | 0.49 J | 14.8 | 0.4 J |
| n-Dodecane | 1.9 J | 2 J | 130 UJ | 15.9 | NE | 1.2 J | 2.8 UJ | 2.8 UJ | 10.4 | 2.8 UJ |
| Not MGP-Related VOCs (ug/m ³) | | | | | | | | | | |
| Acetaldehyde | 36 UJ | 15 J | 330 UJ | NE | NE | 14 J | 17 J | 12 J | NE | 7.2 J |
| Acetone | 66 J | 70 J | 220 U | 98.9 | NE | 20 J | 18 J | 13 J | 43.7 | 8.3 J |
| Acrolein (propenal) | 3.7 U | 0.79 | 33 U | NE | NE | 1.1 J | 1.5 J | 0.95 | NE | 0.69 J |
| Allyl chloride (Chloropropene,3-) | 1.3 U | 0.25 U | 11 U | NE | NE | 0.25 U | 0.25 U | 0.25 U | NE | 0.25 U |
| 1-Benzothiophene | 5.2 UJ | 1 UJ | 47 UJ | NE | NE | 1 UJ | 1 UJ | 1 UJ | NE | 1 UJ |
| Bromodichloromethane | 2.7 U | 0.54 U | 24 U | NE | NE | 0.54 U | 0.54 U | 0.54 U | NE | 0.54 U |
| Bromoform | 4.1 U | 0.83 U | 38 U | NE | NE | 0.83 U | 0.83 U | 0.83 U | NE | 0.83 U |
| Bromomethane | 1.6 U | 0.27 J | 14 U | 1.7 | NE | 0.31 U | 0.31 U | 0.31 U | 1.6 | 0.31 U |
| 1,3-Butadiene | 0.4 J | 0.34 J | 16 U | 3 | NE | 0.35 U | 0.35 U | 0.35 U | 3.4 | 0.088 J |
| Butane | 1.7 J | 1.3 | 17 U | NE | NE | 17 | 16 | 4.9 | NE | 2.3 |
| 2-Butanone | 8 | 10 | 54 U | 12 | NE | 2.7 | 2 | 1.7 | 11.3 | 1.1 J |
| t-Butyl alcohol (Tertiary Butyl Alcohol) | 12 U | 1.1 J | 110 U | NE | NE | 0.9 J | 2.4 U | 2.4 U | NE | 2.4 U |
| Carbon disulfide | 11 | 9.1 | 15 J | 4.2 | NE | 0.62 U | 0.62 U | 0.62 U | 3.7 | 0.62 U |
| Carbon tetrachloride | 2.5 U | 0.35 J | 23 U | 1.3 | NE | 0.61 | 0.72 | 0.57 | 0.7 | 0.69 |
| Chlorobenzene | 1.8 U | 0.37 U | 17 U | 0.9 | NE | 0.37 U | 0.37 U | 0.37 U | 0.8 | 0.37 U |
| Chloroethane | 1.1 U | 0.21 U | 9.6 U | 1.1 | NE | 0.21 U | 0.21 U | 0.21 U | 1.2 | 0.21 U |
| Chloroform | 0.39 J | 0.34 J | 96 | 1.1 | NE | 0.21 J | 0.22 J | 0.17 J | 0.6 | 0.14 J |
| Chloromethane | 2.1 U | 0.14 J | 19 U | 3.7 | NE | 1.5 | 1.5 | 1.4 | 3.7 | 1.4 |
| 2-Chlorotoluene | 4.1 U | 0.83 U | 38 U | NE | NE | 0.3 J | 0.46 J | 0.23 J | NE | 0.83 U |
| Cryofluorane (Freon-114) | 2.8 U | 0.56 U | 25 U | NE | NE | 0.56 U | 0.12 J | 0.2 J | NE | 0.56 U |
| Cyclohexane | 3.4 U | 0.69 U | 31 U | NE | NE | 1.5 | 1.1 | 0.4 J | NE | 0.69 U |
| Dibromochloromethane | 3.4 U | 0.68 U | 31 U | NE | NE | 0.68 U | 0.68 U | 0.68 U | NE | 0.68 U |
| 1,2-Dibromoethane | 3.1 U | 0.61 U | 28 U | 1.5 | NE | 0.61 U | 0.61 U | 0.61 U | 1.6 | 0.61 U |
| 1,2-Dichlorobenzene | 2.4 U | 0.2 J | 22 U | 1.2 | NE | 0.48 U | 0.26 J | 0.48 U | 1.2 | 0.48 U |
| 1,3-Dichlorobenzene | 2.4 U | 0.86 | 22 U | 2.4 | NE | 0.48 U | 0.23 J | 0.48 U | 2.2 | 0.48 U |
| 1,4-Dichlorobenzene | 2.4 U | 0.48 U | 22 U | 5.5 | NE | 0.16 J | 0.35 J | 0.48 U | 1.2 | 0.48 U |
| Dichlorodifluoromethane | 4.2 | 3.1 | 18 U | 16.5 | NE | 3 | 2.9 | 3 | 8.1 | 3.1 |

Table 8. Analytical Air Results
Former Skillman Street Holder Station
Brooklyn, New York

**Sub-Slab Soil Vapor
Analytical Results for
Proposed BCP Site**

**Indoor Air Analytical
Results for Proposed
BCP Site**

**Ambient Air
Analytical
Results for
Proposed
BCP Site**

dated

| Sample Name: Sample Date: | Soil Vapor | | | EPA BASE Indoor Air Concentrations 90th Percentile ¹ | NYSDOH Air Guidance Value | Indoor Air | | | EPA BASE Outdoor Air Concentrations 90th Percentile ¹ | Outdoor Air |
|---|----------------------|--------------------------------------|----------------------|--|------------------------------------|----------------------|--------------------------------------|----------------------|---|-------------|
| | SSSV-01 3/25/2011 | Duplicate of SSSV-01 3/25/2011 | SSSV-02 3/24/2011 | | | SSIA-01 3/25/2011 | Duplicate of SSIA-01 3/25/2011 | SSIA-02 3/25/2011 | | |
| 1,1-Dichloroethane | 1.6 U | 0.32 U | 15 U | 0.7 | NE | 0.32 U | 0.32 U | 0.32 U | 0.6 | 0.32 U |
| 1,2-Dichloroethane | 1.6 U | 0.4 | 15 U | 0.9 | NE | 0.17 J | 0.21 J | 0.096 J | 0.8 | 0.11 J |
| cis-1,2-Dichloroethene | 1.6 U | 0.32 U | 1500 | 1.9 | NE | 0.32 U | 0.32 U | 0.32 U | 1.8 | 0.32 U |
| trans-1,2-Dichloroethene | 1.6 U | 0.32 U | 68 | NE | NE | 0.32 U | 0.32 U | 0.32 U | NE | 0.32 U |
| 1,1-Dichloroethene | 1.6 U | 0.32 U | 14 U | 1.4 | NE | 0.32 U | 0.32 U | 0.32 U | 1.4 | 0.32 U |
| 1,2-Dichloropropane | 1.8 U | 0.37 U | 17 U | 1.6 | NE | 0.37 U | 0.37 U | 0.37 U | 1.6 | 0.37 U |
| cis-1,3-Dichloropropene | 1.8 U | 0.36 U | 17 U | 2.3 | NE | 0.36 U | 0.36 U | 0.36 U | 2.2 | 0.36 U |
| trans-1,3-Dichloropropene | 1.8 U | 0.36 U | 17 U | 1.3 | NE | 0.36 U | 0.36 U | 0.36 U | 1.4 | 0.36 U |
| 1,4-Dioxane | 3.6 U | 0.72 U | 33 U | NE | NE | 0.72 U | 0.72 U | 0.72 U | NE | 0.72 U |
| Ethanol | 49 J | 63 J | 120 J | 210 | NE | 450 J | 420 J | 370 J | 57 | 35 J |
| 2-Ethylthiophene | 1.8 UJ | 0.37 UJ | 17 UJ | NE | NE | 0.37 UJ | 0.37 UJ | 0.37 UJ | NE | 0.37 UJ |
| p-Ethyltoluene | 2.6 J | 2.8 | 36 U | 3.6 | NE | 0.65 J | 0.56 J | 0.49 J | 3 | 0.79 U |
| n-Heptane | 3 J | 3.3 | 37 U | NE | NE | 1.2 | 1.1 | 0.41 J | NE | 0.3 J |
| Hexachlorobutadiene | 21 U | 4.3 U | 190 U | 6.8 | NE | 4.3 U | 0.61 J | 4.3 U | 6.4 | 4.3 U |
| n-Hexane | 3 J | 3.1 | 32 U | 10.2 | NE | 9.8 J | 2.3 J | 0.94 | 6.4 | 0.89 |
| 2-Hexanone | 0.99 J | 1.1 | 37 U | NE | NE | 0.28 J | 0.25 J | 0.22 J | NE | 0.82 U |
| Methyl tert-butyl ether | 7.2 U | 1.4 U | 66 U | 11.5 | NE | 1.4 U | 1.4 U | 1.4 U | 6.2 | 1.4 U |
| 4-Methyl-2-pentanone | 2.2 J | 3.3 | 37 U | 6 | NE | 0.82 U | 0.82 U | 0.82 U | 1.9 | 0.82 U |
| Methylene chloride | 3.5 U | 0.69 U | 32 U | 10 | 60 | 5.9 J | 0.69 U | 2.2 | 6.1 | 0.69 U |
| 1-Methylnaphthalene | R | R | R | NE | NE | R | R | R | NE | R |
| 2-Methylnaphthalene | R | R | R | NE | NE | R | R | R | NE | R |
| 2-Methylthiophene | 1.6 UJ | 0.32 UJ | 15 UJ | NE | NE | 0.32 UJ | 0.32 UJ | 0.32 UJ | NE | 0.32 UJ |
| 3-Methylthiophene | 1.6 UJ | 0.32 UJ | 15 UJ | NE | NE | 0.32 UJ | 0.32 UJ | 0.32 UJ | NE | 0.32 UJ |
| n-Octane | 7 | 8.3 | 34 U | 4.5 | NE | 0.63 J | 0.71 J | 0.39 J | 1.6 | 0.16 J |
| Pentane | 2.8 J | 3.3 | 54 U | NE | NE | 13 J | 4.3 J | 1.8 | NE | 1 J |
| 2-Propanol (Isopropyl Alcohol) | 9.3 J | 8 | 89 U | 250 | NE | 14 | 13 | 14 | 16.5 | 2.6 |
| Styrene | 0.81 J | 1.1 | 15 U | 1.9 | NE | 0.25 J | 0.11 J | 0.34 U | 1.3 | 0.34 U |
| 1,1,2,2-Tetrachloroethane | 2.7 U | 0.55 U | 25 U | NE | NE | 0.55 U | 0.55 U | 0.55 U | NE | 0.55 U |
| Tetrachloroethene | 230 | 200 | 12000 | 15.9 | 100 | 0.66 | 0.57 | 0.29 J | 6.5 | 0.29 J |
| 1,2,4,5-Tetramethylbenzene | 2.2 UJ | 0.92 J | 20 UJ | NE | NE | 0.44 UJ | 0.44 UJ | 0.44 UJ | NE | 0.44 UJ |
| Thiophene | 1.4 UJ | 0.28 UJ | 13 UJ | NE | NE | 0.28 UJ | 0.28 UJ | 0.28 UJ | NE | 0.28 UJ |
| 1,1,2-Trichloro-1,2,2-trifluoroethane (Freon-113) | 0.93 J | 0.64 | 28 U | NE | NE | 0.63 | 0.74 | 0.67 | NE | 0.66 |
| 1,2,4-Trichlorobenzene | 15 UJ | 3 UJ | 130 UJ | 6.8 | NE | 3 UJ | 0.4 J | 3 UJ | 6.4 | 3 UJ |
| 1,1,1-Trichloroethane | 6.6 | 6.8 | 20 U | 20.6 | NE | 0.44 U | 0.068 J | 0.44 U | 2.6 | 0.44 U |
| 1,1,2-Trichloroethane | 2.2 U | 0.44 U | 20 U | 1.5 | NE | 0.44 U | 0.44 U | 0.44 U | 1.6 | 0.44 U |
| Trichloroethene | 1.5 | 1.6 | 1200 | 4.2 | 5 | 0.21 U | 0.21 U | 0.21 U | 1.3 | 0.21 U |
| Trichlorofluoromethane | 1.8 J | 1.8 | 2.6 J | 18.1 | NE | 1.7 | 1.5 | 1.5 | 4.3 | 1.7 |
| 1,2,3-Trimethylbenzene | 3.3 J | 4 J | 18 UJ | NE | NE | 0.85 J | 0.39 UJ | 0.76 J | NE | 0.39 UJ |
| 1,3,5-Trimethylbenzene | 3.7 J | 8.5 J | 18 U | 3.7 | NE | 0.58 | 0.36 J | 0.47 | 2.7 | 0.39 U |
| 2,2,4-Trimethylpentane | 0.48 J | 0.34 J | 42 U | NE | NE | 0.59 J | 0.42 J | 0.34 J | NE | 0.35 J |
| Vinyl bromide | 1.7 U | 0.35 U | 16 U | NE | NE | 0.35 U | 0.35 U | 0.35 U | NE | 0.35 U |
| Vinyl chloride | 1 U | 0.2 U | 9.3 U | 1.9 | NE | 0.2 U | 0.2 U | 0.2 U | 1.8 | 0.2 U |
| Other (%) | | | | | | | | | | |
| Helium | 0.17 U | 0.21 U | 0.83 | NE | NE | NA | NA | NA | NE | NA |

Table 8. Analytical Air Results
Former Skillman Street Holder Station
Brooklyn, New York

Validated

Notes:

ug/m³ - micrograms per cubic meter
Possibly MGP-Related VOCs (ug/m³)
VOCs - volatile organic compounds

¹BASE Reference Source: NYSDOH, October 2006. Summary of Indoor and Outdoor Levels of Volatile Organic Compounds from selected public and commercial office buildings reported in various locations within office settings in NYS, 1994-1996.

NE - not established

NA - not analyzed

Bolding indicates a detected result concentration

Shading and bolding indicates that the detected concentration is above the 90th percentile of the EPA BASE value (Background Concentration) it was compared to.

Validation Qualifiers:

J - estimated value

U - not detected at or above the reporting limit shown

UJ - not detected at or above the reporting limit shown and the reporting limit is estimated

Attachment E

Requestor Information

ATTACHMENT E

SECTION V: REQUESTOR INFORMATION

Bedford Flushing Owner LLC, and Bedford Flushing Holding Corp. (the Requestor), are affiliated entities represented by the same owner/developer of the proposed Brownfield Cleanup Program (BCP) site, identified as Brooklyn Block 1886, Lots 19 and 30.

The current site owners listed on the Department of Finance records are as follows:

| Lot | Address | Owner Entity Name |
|------------|-------------------|--------------------------------|
| 19 | 7 Skillman Street | Bedford Flushing Holding Corp. |
| 30 | 5 Skillman Street | Bedford Flushing Owner LLC |

A copy of the NYS Department of State Division of Corporations entity information for Bedford Flushing Owner LLC, and Bedford Flushing Holding Corp. are included with this attachment.

Bedford Flushing Owner LLC is owned by Bedford Flushing Member LLC. The Requestor is applying as a Volunteer and is the owner of the property.

Proof of Site Access

As the owner of the proposed BCP site, the Requestor has full access to complete investigation and remediation as needed and to place an easement on the site, if necessary.

Attachment F

Requestor Eligibility

ATTACHMENT F

SECTION VI: REQUESTOR ELIGIBILITY

Volunteer Status

Pursuant to ECL § 27-1405(1), the Requestor (Bedford Flushing Owner LLC and Bedford Flushing Holding Corp.) is properly designated as a Volunteer. The Requestor does not fall within the ECL's definition of Participant. It did not own or operate the site at the time of Manufactured Gas Plant (MGP)-related contamination or subsequent automobile parking/storage/repair, junk yard, or machine shop operations and is not named as a Potentially Responsible Party in the State Superfund investigation of the site. The Requestor is unaffiliated with any past site owners or operators, and Requestor's liability "arises solely as a result of . . . ownership or operation of or involvement with the site subsequent to the disposal or discharge of contaminants." ECL § 27-1405(1)(a)(ii). There is no indication that Requestor has contributed to or exacerbated contamination on the site since taking ownership.

The New York State Department of Environmental Conservation (NYSDEC or the Department) is managing site impacts under the New York State Superfund program (Site #224068). Requestor has fully cooperated with the Department's investigation and remediation of the site, which aims to eliminate or mitigate all significant threats to public health and the environment presented by the contamination identified at the site. Through its cooperation with NYSDEC, Requestor has exercised appropriate care with respect to contamination at the site. As part of its remedial investigation, NYSDEC investigated potential indoor air quality impacts that could result from soil vapor intrusion and determined that no compounds exceeded guidance values for indoor air. By fully cooperating with NYSDEC's investigation and remediation of the site, Requestor took reasonable steps with respect to current conditions to prevent any threatened future release and to prevent or limit human, environmental or natural resource exposures to any previously released contamination. Requestor therefore qualifies as a Volunteer under the Brownfield Cleanup Program.

Attachment G

Current Owner/Operator Information

ATTACHMENT G

SECTION IX: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

The Requestor (Bedford Flushing Owner LLC and Bedford Flushing Holding Corp.) is not affiliated with past property owners, operators, or the release of contaminants associated with prior uses. The current owner of the proposed BCP site is described below – copies of the property deeds are included with this attachment.

Property Owner Contact Information

Bedford Flushing Owner LLC and Bedford Flushing Holding Corp.
7 Skillman Street,
Brooklyn, New York 11205

Previous Site Owners

Deeds prior to 1977 were not available on the New York City Automated City Register Information System (ACRIS) website. Property transactions after 1977 are summarized in the following table.

| Date | Document Type | First Party | Second Party | Relationship of First Party to Applicant |
|---------------------------|---------------|--------------------------------|--------------------------------|--|
| Block 1886, Lot 19 | | | | |
| 02/22/1985 | Deed | Manskill Realty Corp. | Ram Realty Associates | None |
| 12/27/1993 | Deed | Ram Realty Associates | Bedford Flushing Holding Corp. | None |
| 02/11/2015 | Deed | Bedford Flushing Holding Corp. | Bedford Flushing Holding Corp. | Affiliated Entities |
| Block 1886, Lot 30 | | | | |
| 02/22/1985 | Deed | Harper Motors Corp | Ram Realty Associates | None |
| 12/27/1993 | Deed | Ram Realty Associates | Bedford Flushing Holding Corp. | None |
| 1/22/2020 | Deed | Bedford Flushing Holding Corp. | Bedford Flushing Owner LLC | Affiliated Entities |

Reference: New York City Department of Finance ACRIS website:
<https://a836-acris.nyc.gov/DS/DocumentSearch/Index>.

Previous Site Operators

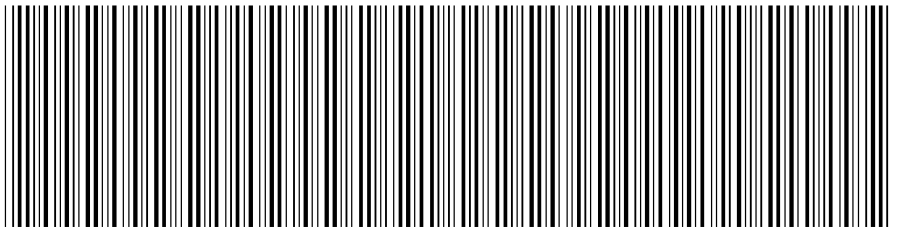
| Operator Name | Relationship to Property | Address and Phone Number | Relationship to Applicant |
|--|------------------------------------|---|---|
| Block 1886, Lot 19 | | | |
| People's Gas Light Co. | Occupant (1884-unknown) | 7 Skillman Street Brooklyn, NY 11205 (Phone Number Unknown) | None |
| Brooklyn Union Gas Co. Peoples Gas Light Co. Branch | Occupant (1904-1940) | 7 Skillman Street Brooklyn, NY 11205 (Phone Number Unknown) | None |
| Unknown Auto Parking/ Auto Repair Shop | Occupant (1947 – 2002) | 7 Skillman Street Brooklyn, NY 11205 (Phone Number Unknown) | None |
| Catering/Banquet Hall | Occupant (At least 2003 - 2017) | 7 Skillman Street Brooklyn, NY 11205 (Phone Number Unknown) | Requestor's representative owns catering/banquet hall |
| Block 1886, Lot 30 | | | |
| Unknown Junk Yard | Occupant (1918-1935) | 5 Skillman Street Brooklyn, NY 11205 (Phone Number Unknown) | None |
| Unknown Machine Shop | Occupant (1947) | 5 Skillman Street Brooklyn, NY 11205 (Phone Number Unknown) | None |
| Unknown Building | Occupant (1950 -1965) | 5 Skillman Street Brooklyn, NY 11205 (Phone Number Unknown) | None |

References:

1. OU-1 Site Characterization Report – Skillman Street Former Holder Station, prepared by GEI Consultants, Inc., P.C (GEI) dated March 2014
2. Interim Site Management Plan – Skillman Street Holder Station, prepared by GEI, dated March 2017

**NYC DEPARTMENT OF FINANCE
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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

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Document Page Count: 4

PRESENTER:

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TASHAWNA.MOORE@REDVISION.COM

RETURN TO:

TRATNER & ASSOCIATES PLLC
80-02 KEW GARDENS ROAD
SUITE 605
KEW GARDENS, NY 11415

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|--|-------|-----|------------|-------------------|
| BROOKLYN | 1886 | 30 | Entire Lot | 5 SKILLMAN STREET |
| Property Type: NON-RESIDENTIAL VACANT LAND Air Rights | | | | |

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

BEDFORD FLUSHING HOLDING CORP
760 BEDFORD AVE
BROOKLYN, NY 11205

GRANTEE/BUYER:

BEDFORD FLUSHING OWNER LLC
7 SKILLMAN STREET
BROOKLYN, NY 11205

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 57.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 04-16-2020 10:40

City Register File No.(CRFN):

2020000125573



Annette McMill

City Register Official Signature

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 22 day of January, in the year 2020

BETWEEN Bedford Flushing Holding Corp., having an address at 760 Bedford Avenue, Brooklyn, New York 11205

party of the first part, and Bedford Flushing Owner LLC, having an address at 7 Skillman Street, Brooklyn New York 11205

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the
See attached description

Being and intended to be the same premises conveyed to the party of the first part by deed from RAM Realty Associates dated December 27, 1993 and recorded January 25, 1994 in the Kings County Register's/Clerk's Office in Liber/Reel 3200, Page 179

And by confirmatory deed from Bedford Flushing Holding Corp. dated February 11, 2015 and recorded March 16, 2015 in CRFN 2015000089233, as to Lot 19.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Bedford Flushing Holding Corp.

IN PRESENCE OF:


Mendel Roth, Secretary

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Queens, ss:

On the 22nd day of January in the year 2020, before me, the undersigned, personally appeared Mendel Roth, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

DANIEL S. LIEBERMAN
NOTARY PUBLIC-STATE OF NEW YORK

No. 02L16335627

Qualified In Kings County

My Commission Expires 01-19-2024
ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

DANIEL S. LIEBERMAN

NOTARY PUBLIC-STATE OF NEW YORK

No. 02L16335627

Qualified In Kings County

My Commission Expires 01-19-2024

**Bargain and Sale Deed
With Covenants**

Title No. _____

Bedford Flushing Holding Corp

TO

Bedford Flushing Owner LLC

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of _____, County of _____, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of _____ in the year _____, before me the undersigned personally appeared _____ Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the _____

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION:

BLOCK: 1886

LOT: 19, 30

COUNTY OR TOWN: KINGS

RETURN BY MAIL TO:

Tratner & Associates PLLC
80-02 Kew Gardens Road, Suite 605
Kew Gardens, New York 11415

**EXHIBIT A
LEGAL DESCRIPTION**

Issuing Office File No. CBT11668

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, IN THE COUNTY OF KINGS, STATE OF NY AND BEING DESCRIBED AS FOLLOWS:

PARCEL A (BLOCK 1886 LOT 30):

BEGINNING AT A CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF FLUSHING AVENUE WITH THE EASTERLY SIDE OF SKILLMAN STREET;

RUNNING THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF SKILLMAN STREET, 75 FEET 11 INCHES;

THENCE EASTERLY AT RIGHT ANGLES TO SKILLMAN STREET, 110 FEET;

THENCE NORTHERLY PARALLEL WITH SKILLMAN STREET 25 FEET;

THENCE WESTERLY AT RIGHT ANGLES TO SKILLMAN STREET, 14 FEET 10 INCHES;

THENCE NORTHERLY PARALLEL WITH SKILLMAN STREET, 56 FEET 5 - 1/2 INCHES TO THE SOUTHERLY SIDE OF FLUSHING AVENUE;

THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF FLUSHING AVENUE 95 FEET 4 INCHES TO THE CORNER, THE POINT OR PLACE OF BEGINNING.

PARCEL B (BLOCK 1886 LOT 19):

BEGINNING AT A POINT ON THE EASTERLY SIDE OF SKILLMAN STREET, DISTANT 650 FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF SKILLMAN STREET WITH THE NORTHERLY SIDE OF TILLARY STREET (NOW PARK AVENUE) AS ON MAP OF VALUABLE PROPERTY SITUATE IN THE 7TH WARD OF THE CITY OF BROOKLYN, LATELY BELONGING TO JOHN SKILLMAN, ESQ. BY R. GRAVES JANUARY 1935, FILED IN THE OFFICE OF THE REGISTER OF KINGS COUNTY FEBRUARY 20, 1893 AS MAP NUMBER 397;

RUNNING THENCE EASTERLY AT RIGHT ANGLES TO SKILLMAN STREET, 110 FEET;

THENCE SOUTHERLY PARALLEL WITH SKILLMAN STREET, 35 FEET 2 INCHES;

THENCE WESTERLY AT RIGHT ANGLES TO SKILLMAN STREET, 10 FEET;

THENCE SOUTHERLY PARALLEL WITH SKILLMAN STREET 189 FEET 10 INCHES;

THENCE WESTERLY AT RIGHT ANGLES TO SKILLMAN STREET, 100 FEET TO THE EASTERLY SIDE OF SKILLMAN STREET;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF SKILLMAN STREET, 225 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL A AND PARCEL B ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY SIDELINE OF SKILLMAN STREET DISTANT THEREIN 425.00 FEET NORTHERLY FROM THE INTERSECTION FORMED BY SAID SIDELINE WITH THE NORTHERLY SIDELINE OF PARK AVENUE AND FROM THENCE RUNS

1) ALONG THE SAID SIDELINE OF SKILLMAN STREET NORTH 08 DEGREES 40 MINUTES 00

Exhibit A – Continued
Issuing Office File No. CBT11668

SECONDS WEST 300.92 FEET TO A POINT FORMED BY THE INTERSECTION OF SAID SIDELINE WITH THE SOUTHERLY SIDELINE OF FLUSHING AVENUE; THENCE

2) ALONG THE SAID SIDELINE OF FLUSHING AVENUE, NORTH 78 DEGREES 00 MINUTES 03 SECONDS EAST 95.33 FEET TO A POINT THEREIN; THENCE

3) SOUTH 08 DEGREES 40 MINUTES 00 SECONDS EAST 56.46 FEET TO A POINT; THENCE

4) SOUTH 81 DEGREES 20 MINUTES 00 SECONDS WEST 14.83 FEET TO A POINT; THENCE

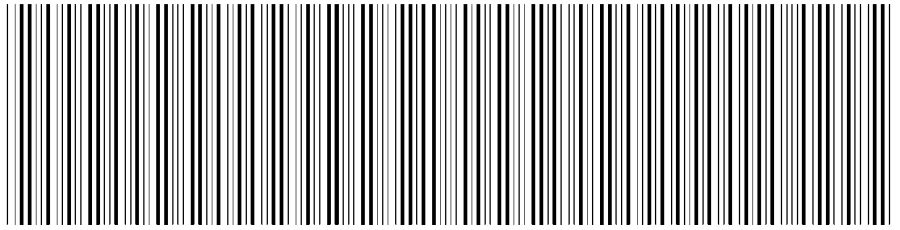
5) SOUTH 08 DEGREES 40 MINUTES 00 SECONDS EAST 60.17 FEET TO A POINT; THENCE

6) NORTH 81 DEGREES 20 MINUTES 00 SECONDS EAST 10.00 FEET TO A POINT; THENCE

7) SOUTH 08 DEGREES 40 MINUTES 00 SECONDS 189.58 FEET TO A POINT; THENCE

8) NORTH 81 DEGREES 20 MINUTES 00 SECONDS EAST 100.00 FEET TO THE PLACE OF BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2020022100764001029S9ED8

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2020022100764001
Document Type: DEED

Document Date: 01-22-2020

Preparation Date: 04-13-2020

ASSOCIATED TAX FORM ID: 2020012200217

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
1
1

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at
5 SKILLMAN STREET

Street Address Unit/Apt.

BROOKLYN
Borough

New York,

1886
Block

30
Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Mendel Roth

Name of Grantor (Type or Print)

Mendel Roth
Signature of Grantor

Sworn to before me

this 22nd day of January 20 20

Mendel Roth

Name of Grantee (Type or Print)

Mendel Roth
Signature of Grantee

Sworn to before me

this 22nd day of January 20 22

DANIEL S. LIEBERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LI6335627

Qualified In Kings County
These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.
My Commission Expires 01-19-2024

DANIEL S. LIEBERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LI6335627

Qualified In Kings County
My Commission Expires 01-19-2024

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

2020012200217101



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 1886 LOT: 30
- (2) Property Address: 5 SKILLMAN STREET, BROOKLYN, NY 11205
- (3) Owner's Name: BEDFORD FLUSHING OWNER LLC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: Mendel Roth Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

Mendel Roth

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 5 SKILLMAN STREET BROOKLYN 11205
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name BEDFORD FLUSHING OWNER LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

8. Seller Name BEDFORD FLUSHING HOLDING CORP
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☒ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 1 / 22 / 2020
 Month Day Year

11. Date of Sale / Transfer 1 / 22 / 2020
 Month Day Year

12. Full Sale Price \$ 1 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount

13. Indicate the value of personal property included in the sale 1 0

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class V 1 16. Total Assessed Value (of all parcels in transfer) 1 4 1 7 5 0


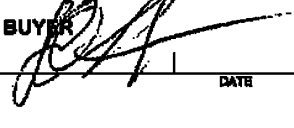

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 1886 30

202001220021720101

CERTIFICATION

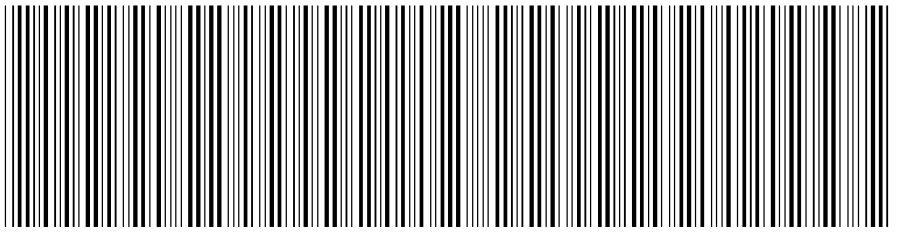
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

| | | | |
|---|--|--|--|
|  BUYER | |  BUYER'S ATTORNEY | |
| BUYER SIGNATURE | | DATE | |
| 7 SKILLMAN STREET | | | |
| STREET NUMBER | | STREET NAME (AFTER SALE) | |
| BROOKLYN | | | |
| CITY OR TOWN | | STATE | |
| | | NY | |
| | | 11205 | |
| | | ZIP CODE | |
| | |  SELLER | |
| | | SELLER SIGNATURE | |
| | | DATE | |

2020012200217201

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2015031100923001001E95CC

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2015031100923001

Document Date: 02-11-2015

Preparation Date: 03-11-2015

Document Type: DEED

Document Page Count: 3

PRESENTER:

RELIABLE ABSTRACT CO. LLC.
266 BROADWAY, SUITE 304
ACCOM 7 SKILLMAN
BROOKLYN, NY 11211
718-438-0786
DEVORA@RELIABLEABSTRACT.NET

RETURN TO:

BEDFORD FLUSHING HOLDING CORP.
760 BEDFORD AVENUE
BROOKLYN, NY 11205

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|--|-------|-----|------------|-------------------|
| BROOKLYN | 1886 | 19 | Entire Lot | 7 SKILLMAN STREET |
| Property Type: COMMERCIAL REAL ESTATE | | | | |

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

BEDFORD FLUSHING HOLDING CORP.
760 BEDFORD AVENUE
BROOKLYN, NY 11205

GRANTEE/BUYER:

BEDFORD FLUSHING HOLDING CORP.
760 BEDFORD AVENUE
BROOKLYN, NY 11205

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 03-16-2015 16:35

City Register File No.(CRFN):

2015000089233



Annette McMill

City Register Official Signature

CONFIRMATION DEED

THIS INDENTURE, made as of the 11th day of February, Two Thousand and Fifteen
BETWEEN

Bedford Flushing Holding Corp., having an address at 760 Bedford Avenue, Brooklyn, New York 11205
party of the first part

Bedford Flushing Holding Corp., having an address at 760 Bedford Avenue, Brooklyn, New York 11205
party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

Premises: 7 Skillman Street

Borough: Kings

Block: 1886

Lot: 19

More particularly described on Schedule A attached hereto.

Being and intended to be the same premises conveyed to the Grantor by Deed dated 12/27/1993 and Recorded 01/25/1994 in Reel 1617 Page 929

This confirmation deed is being executed for the sole purpose of confirming the metes and bounds for the property -7 Skillman Street, Block 1886 Lot 19.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Bedford Flushing Holding Corp.

Name:

Title: Mendel Roth

AS

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

On the 11 day of February in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Mendel Roth personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

PADRAM PEJAL
Notary Public, State of New York
Qualified in Kings County
No. 01FE6305764
My Commission Expires 08-09-2018

Notary Public

SCHEDULE A
DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land with the building and improvements thereon erected, Situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Skillman Street, distant 75' 11" Southerly from the corner formed by the intersection of the Easterly side of Skillman Street and the Southerly side of Flushing Avenue;

RUNNING THENCE Easterly at right angles to Skillman Street, 110 feet;

THENCE Southerly parallel with Skillman Street, 35.17 feet;

THENCE Westerly at right angles to Skillman Street, 10 feet;

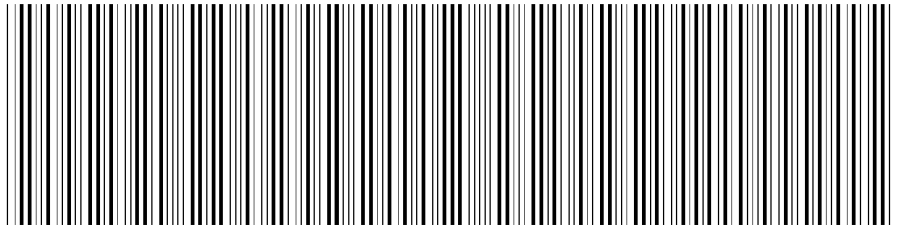
THENCE Southerly parallel with Skillman Street 189.83 feet;

THENCE Westerly at right angles to Skillman Street, 100 feet to the Easterly side of Skillman Street;

THENCE Northerly along the Easterly side of Skillman Street, 225 feet to the point or place of BEGINNING.

Said Premises known as 7 Skillman Street, Brooklyn, New York and designated as Block 1886 Lot 19 on the Tax Map of Kings County, New York

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2015031100923001001S5B4D

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2015031100923001

Document Date: 02-11-2015

Preparation Date: 03-11-2015

Document Type: DEED

ASSOCIATED TAX FORM ID: 2015021100141

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
1
1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 1886 LOT: 19
- (2) Property Address: 7 SKILLMAN STREET, BROOKLYN, NY 11205
- (3) Owner's Name: BEDFORD FLUSHING HOLDING CORP.
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Mendel Roth, AS 02/11/2015

Signature:

Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 7 SKILLMAN STREET BROOKLYN 11205
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name BEDFORD FLUSHING HOLDING CORP.
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X DEPTH OR ACRES

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

8. Seller Name BEDFORD FLUSHING HOLDING CORP.
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 2 / 11 / 2015
 Month Day Year

11. Date of Sale / Transfer 2 / 11 / 2015
 Month Day Year

12. Full Sale Price \$ 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class P 9 16. Total Assessed Value (of all parcels in transfer) 1 1 9 1 1 5 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 BROOKLYN 1886 19

201502110014120102

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

Mendel Roth, AS

BUYER

02/11/2015

BUYER'S ATTORNEY

BUYER SIGNATURE

DATE

LAST NAME

FIRST NAME

760 BEDFORD AVENUE

STREET NUMBER

STREET NAME (AFTER SALE)

AREA CODE

TELEPHONE NUMBER

BROOKLYN

NY

11205

SELLER

02/11/2015

CITY OR TOWN

STATE

ZIP CODE

SELLER SIGNATURE

DATE

Mendel Roth, AS

2015021100141201

Attachment H

Property Eligibility Information

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
) SS.:
County of Kings)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

7 SKILLMAN STREET

| Street Address | | Unit/Apt. | |
|-----------------|-----------|-------------------|-----------|
| BROOKLYN | New York, | 1886 | 19 |
| Borough | | Block | Lot |
| | | (the "Premises"); | |

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

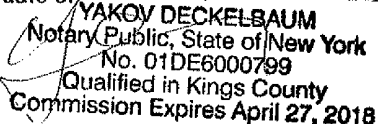
That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Mendel Roth, AS

Name of Grantor (Type or Print)

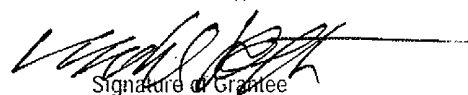

Signature of Grantor

Sworn to before me
this 11th date of February 2015

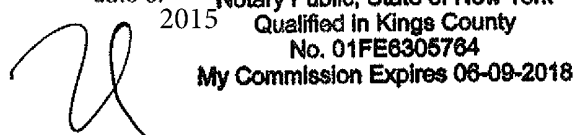

YAKOV DECKELBAUM
Notary Public, State of New York
No. 01DE6000799
Qualified in Kings County
Commission Expires April 27, 2018

Mendel Roth, AS

Name of Grantee (Type or Print)


Signature of Grantee

Sworn to before me
this 11th date of February 2015


PADRAM FEJAL
Notary Public, State of New York
Qualified in Kings County
No. 01FE6305764
My Commission Expires 06-09-2018

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

ATTACHMENT H

SECTION X: PROPERTY ELIGIBILITY INFORMATION

Item 6 – Federal Enforcement

The New York State Department of Environmental Conservation (NYSDEC) and the Brooklyn Union Gas Company d/b/a Keyspan Energy Delivery New York, now d/b/a National Grid NY (referred to as the “Respondents”) entered into an Administrative Order on Consent (AOC) and administrative settlement No. A2-0552-0606 in February 2, 2007 to evaluate environmental conditions at various sites, including the former Skillman Street Holder Station (Brooklyn Tax Block 1886, Lot 19). The site is in the State Superfund (Site No. 224068), which requires NYSDEC coordination for investigation and remediation (by the Respondents) of Manufactured Gas Plant (MGP) impacts at the property. The AOC is included in this attachment.

The Requestor has no affiliation with or connection to the former occupants of the site including Brooklyn Union Gas Company or Keyspan Energy. It is our understanding that they NYSDEC is has negotiated a modification to the Consent Order to permit sites such as this one that are within the consent order to transition to the BCP.

**NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**

In the Matter of the
Development and Implementation
of Remedial Programs for
Former Manufactured Gas Plants and
Gas Holder Locations under
Article 27, Title 13 of the
Environmental Conservation Law
by

Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York &
KeySpan Gas East Corporation d/b/a
KeySpan Energy Delivery Long Island,

Respondents.

**ORDER ON CONSENT
and
ADMINISTRATIVE
SETTLEMENT**

Index # A2-0552-0606

Multiple
Sites

WHEREAS,

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 3, Title 1 of the ECL.

C. This Order on Consent and Administrative Settlement ("Order & Settlement Agreement") is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13, ECL Article 71, Title 27, and ECL § 3-0301, and resolves Respondent's liability to the State under the "Comprehensive Environmental Response, Compensation, and Liability Act of 1980", as amended ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, to the extent set forth herein. It is the intent of the Department and KeySpan Energy Delivery New York and KeySpan Energy Delivery Long Island (together and individually "KeySpan" or the "Respondent") that this Order & Settlement Agreement constitutes an administrative settlement within the meaning of CERCLA § 113(f)(2), § 113(f)(3)(B), 42 U.S.C. § 9613(f)(2), § 9613(f)(3)(B) and is a settlement under, *inter alia*, ECL Article 27, Title 13, ECL Article 71, Title 27, and ECL § 3-0301. Accordingly, pursuant to CERCLA § 113 (f)(3)(B), 42 U.S.C. § 9613(f)(3)(B), Respondent may seek

contribution from persons not parties to this Order & Settlement Agreement to the extent set forth in Subparagraph XIV.I. Such efforts by Respondent will be supported by the Department in such manner as the Department reasonably deems appropriate.

2. KeySpan is a New York corporation with offices at One MetroTech Center, Brooklyn, New York 11201.

3. Respondent is currently subject to the following Orders and/or Agreements with respect to the following sites which are more particularly described in Exhibit "A" Table 2:

A. Order on Consent D2-001-94-12 for Investigation and Interim Remedial Measures with respect to the Coney Island Manufactured Gas Plant ("MGP") Site (listed in the *Registry of Inactive Hazardous Waste Sites* In New York State ("*Registry*") as a Class 2 Site) in Brooklyn, NY;

B. Order on Consent Index # D2-0001-98-04 for Investigation and Remediation with respect to the Clifton MGP Site in Staten Island NY;

C. Order on Consent Index # D1-0001-98-11 for Investigation and Remedial Response Program with respect to the Bay Shore MGP Site in the Town of Islip, NY; Hempstead MGP Site in the Town of Hempstead, NY; and Glen Cove MGP Site in the City of Glen Cove, NY; and Halesite MGP Site in the Town of Huntington, NY;

D. Order on Consent Index # D1-0002-98-11 for Remedial Investigation/Feasibility Studies for Sag Harbor MGP Site (listed in the *Registry* as a Class 2 Site) in the Town of Southampton, NY; and Rockaway Park MGP Site (listed in the *Registry* as a Class 2 Site) in Queens, NY;

E. Order on Consent Index # D1-0001-99-05 for Preliminary Site Assessment of Patchogue MGP Site in the Town of Brookhaven, NY; Far Rockaway MGP Site in Queens, NY; Clinton (Hempstead) Road MGP Site in the Town of Hempstead, NY; Babylon MGP Site in the Town of Babylon, NY; and Garden City MGP Site in the Town of Hempstead, NY;

F. Agreement Index # D1-0002-99-05 for Investigation of Watchogue Creek MGP Site in the Town of Islip, NY;

G. Voluntary Cleanup Agreement Index # R1-0001-01-01 for a Remedial Response Program for Glenwood Landing Propane Plant and Compressor Station in the town of Oyster Bay, NY;

H. Voluntary Cleanup Agreement Index # A2-0460-0502 for Remedial Investigation/Feasibility Study with respect to the Citizens Gas Works MGP Site in Brooklyn, NY;

I. Voluntary Cleanup Agreement Index # W2-1062-05-03 for the remediation of four (4) non-contiguous parcels related to the Liquified Natural Gas Plant within the Greenpoint Energy Center in Brooklyn, NY;

J. Order on Consent and Administrative Settlement Index # A2-0523-0705 for a Remedial Investigation Program with respect to the Gowanus Canal in Brooklyn, NY;

K. Voluntary Cleanup Agreement Index # D2-0002-99-10 for Investigation and, if needed, Remediation of the Newtown Holder Station in Elmhurst, NY; and

L. Order on Consent Index # W2-1090-06-06, for Remediation of the Nassau Works MGP Site, Brooklyn, NY (part of Brooklyn Navy Yard OU-2; listed on the *Registry* as a Class 2 Site).

M. Voluntary Cleanup Agreement Index # R2-0330-98-01, for Implementation of a Response Program for LILCO - Edgemere Substation, in Rockaway, Queens, NY.

4. A. Respondent is the owner or formerly owned and/or operated MGP Sites (individually “Site”; collectively “Sites”) at the following locations at which, *inter alia*, coal tar and associated hazardous substances (“MGP Wastes”) were or may have been disposed at various times in the past and which are the subject of this Order & Settlement Agreement: (1) Brooklyn, NY: Peoples Works MGP Site; Dangman Park MGP Site; (2) Queens, NY: Far Rockaway MGP Site; Jamaica Gas Light Co. MGP Site; (3) Town of Brookhaven, NY: Patchogue MGP Site; (4) Babylon, NY: Babylon MGP Site. These MGP Sites, are more particularly described in Exhibit “A” - Table 1 attached hereto and are not currently listed in the *Registry*.

B. Respondent is the owner or formerly owned and/or operated gas holder (“Holder”) Stations (individually “Site”; collectively “Sites”) at the following locations at which, *inter alia*, MGP Wastes were or may have been disposed at various times in the past and which are the subject of this Order & Settlement Agreement: (1) Brooklyn, NY: Front Street Holder Station; Rutledge Street Holder Station; Skillman Street Holder Station; Keap Street Holder Station; Bay Ridge Holder Stations A & B; (2) Queens, NY: Jamaica Holder Station; (3) E. Garden City, NY: E. Garden City Holder Station; (4) Long Beach, NY: Long Beach Holder Station. These Holder Sites are more particularly described in Exhibit “A” - Table 1 attached hereto and are not currently listed in the *Registry*.

C. The Department and Respondent recognize that these MGP and Holder Sites have the potential to release MGP Wastes. The Department and KeySpan recognize that implementation of this Order & Settlement Agreement will expedite the cleanup of the Sites. The Department and Respondent further agree that the settlement set forth herein will avoid potentially prolonged and complicated litigation, and that this Order & Settlement Agreement is mutually acceptable, fair, reasonable, and in the public interest.

D. The Department and Respondent acknowledge that Respondent is regulated by the Public Service Commission (“PSC”) of the State of New York. Costs incurred for site

investigation and remediation activities must be reviewed and approved by the PSC in order to be recoverable through rates. The Department will support Respondent's position that any necessary and appropriate response actions by Respondent were required to address Respondent's liability for such activities.

5. In addition to the MGP and Holder sites listed in Paragraphs 3 and 4 above, Respondent is the owner or formerly owned and/or operated a number of other sites, including MGP and Holder Sites, not currently the subject of existing orders or agreements and not included in this Order & Settlement Agreement at this time, but which may be included in this Order & Settlement Agreement in the future. These other known sites are more particularly described in Exhibit "A" - Table 3.

6. A. The Department alleges that Respondent is a "covered person" as defined in CERCLA § 107(a), 42 U.S.C. § 9607(a), that each Site is a "facility" as defined in CERCLA § 101(9), 42 U.S.C. § 9601(9) and that Respondent is liable to the State of New York under CERCLA § 107(a) for the response actions related to investigation work activities required by this Order & Settlement Agreement.

B. Respondent consents to the Department's issuance of this Order & Settlement Agreement with respect to the MGP Sites listed in Paragraph 4.A above and Holder Sites listed in Paragraph 4.B above, and on Exhibit "A" - Table 1, without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from any of the Sites; or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from any of the Sites constitutes a significant threat to the public health or the environment.

7. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order & Settlement Agreement, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order & Settlement Agreement, and agrees not to contest the validity of this Order & Settlement Agreement or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order & Settlement Agreement.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

I. Initial Submittal- Records Search Reports

Respondent shall submit to the Department a Records Search Report for each of the Sites, in accordance with the requirements of Exhibit "F" attached hereto, as follows:

1. Within thirty (30) Days after the effective date of this Order & Settlement Agreement, for Sites 1 through 7 listed on Exhibit "A" – Table 1.

2. Within sixty (60) Days after the effective date of this Order & Settlement Agreement, for Sites 8 through 14 listed on Exhibit “A” – Table 1.

The Records Search Report can be limited if the Department notifies Respondent that prior submissions satisfy specific items required for the Records Search Report. Such Records Search Report shall be submitted in a format acceptable to the Department.

II. Development, Performance, and Reporting of Work Plans

A. Work Plans

All activities at any Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans (“Work Plan” or “Work Plans”) for each Site and this Order & Settlement Agreement, and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (“NCP”), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 *et seq.* The Work Plan(s) under this Order & Settlement Agreement shall address both on-Site and off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR Part 375, “DER-10, Technical Guidance for Site Investigation and Remediation,” and/or Exhibits G, H, I, J, and K of this Order & Settlement Agreement. All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order & Settlement Agreement and shall be attached as Exhibit “B.” Upon approval of a Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained in such Work Plan. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted.

Each Work Plan submitted for each Site shall use one of the following captions on the cover page:

1. “Site Characterization Work Plan” (“SC Work Plan”): a Work Plan whose objective is to identify the presence of any hazardous waste disposed of at the Site. Such Work Plan shall be developed in accordance with Exhibit “G”;
2. “Remedial Investigation/Feasibility Study Work Plan” (“RI/FS Work Plan”): a Work Plan whose objective is to perform a Remedial Investigation and a Feasibility Study. Such Work Plan shall be developed and implemented in accordance with Exhibit “H”;
3. “Interim Remedial Measure Work Plan” (“IRM Work Plan”): a Work Plan whose objective is to provide for an Interim Remedial Measure. Such Work Plan shall be developed in accordance with Exhibit “I”;
4. “Remedial Design/Remedial Action Work Plan” (“RD/RA Work Plan”): a Work Plan whose objective is to provide for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD. Such Work Plan shall be developed in accordance with Exhibit “J”; or

5. “Site Management Work Plan” (“SM Work Plan”): a Work Plan whose objective is to provide for all activities required to maintain and monitor the effectiveness of the Remedial Action or an IRM. Such Work Plan shall be developed in accordance with Exhibit “K.”

B. Submission/Implementation of Work Plans

1. (a) The first Work Plan for each of the Sites referred to in Paragraphs 4.A and 4.B and listed on Exhibit “A” shall be submitted to the Department in accordance with the schedule on Exhibit “A” Table 1.

(b) The Department may request that Respondent submit additional or supplemental Work Plans for each of the Sites. Within thirty (30) Days after the Department’s written request, Respondent shall advise the Department in writing whether it will submit and implement the requested additional or supplemental Work Plan for the Site or whether it elects to terminate this Order & Settlement Agreement with respect to the Site pursuant to Paragraph XIII. If Respondent elects to submit and implement such Work Plan, Respondent shall submit the requested Work Plan within sixty (60) Days after such election. If Respondent elects to terminate this Order & Settlement Agreement with respect to the Site or fails to make a timely election, this Order & Settlement Agreement shall terminate with respect to the Site pursuant to Paragraph XIII.

(c) Respondent may, at Respondent’s option, propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which the Department shall review for appropriateness and technical sufficiency.

(d) Any request made by the Department under Subparagraph II.B.1.(b) shall be subject to dispute resolution pursuant to Paragraph XII.

2. A Professional Engineer must stamp and sign all Work Plans other than a Work Plan for an RI/FS or an SC.

3. During all field activities, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Respondent to perform such supervision.

C. Modifications to Work Plans

The Department shall notify Respondent in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph II.A or to ensure that the Remedial Program otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall, subject to Respondent’s right to invoke dispute resolution pursuant to Paragraph XII or to terminate with respect to the Site pursuant to Paragraph XIII,

submit a Work Plan for such requested work to the Department within sixty (60) Days after the date of the Department's written notice pursuant to this Subparagraph.

D. Submission of Final Reports and Annual Reports

1. In accordance with the schedule contained in a Work Plan, Respondent shall submit a final report that includes the caption of that Work Plan on the cover page and a certification that all requirements of the Work Plan have been complied with and all activities have been performed in full accordance with such Work Plan. Such certification shall be by the person with primary responsibility for the day to day performance of the activities under this Order & Settlement Agreement and, except for RI and SC final reports, shall be by a Professional Engineer.

2. Any final report that includes construction activities shall include "as built" drawings showing any changes made to the remedial design or the IRM.

3. In the event that any ROD or Work Plan for any of the Sites requires site management, including reliance upon institutional or engineering controls, Respondent shall submit an annual report by the 1st Day of the month following the anniversary of the start of the site management. Such annual report shall be signed by a Professional Engineer or by such other expert as the Department may find acceptable and shall contain a certification under penalty of perjury that any institutional and/or engineering controls required by this Order & Settlement Agreement are unchanged from the previous certification and that nothing has occurred that would impair the effectiveness of such control or constitute a violation of or failure to comply with the approved SM Work Plan. Respondent or owner of the Site may petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

E. Review of Submittals other than Progress Reports and Health and Safety Plans

1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes pursuant to this Order & Settlement Agreement within sixty (60) Days. The Department's response shall include an approval, modification or disapproval of the submittal. For the purposes of this Order & Settlement Agreement, "approval" shall mean acceptance of the document by the Department without conditions. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order & Settlement Agreement.

2. If the Department requests modification or disapproves a submittal, it shall specify the reasons for its requested modification or disapproval. Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved or

a modification was requested, Respondent shall elect, in writing, to either (i) modify the submittal to address the Department's comments, (ii) invoke dispute resolution pursuant to Paragraph XII, or (iii) in the event the rejected submittal is a Work Plan submitted prior to the Department's approval of the RD/RA Work Plan, terminate this Order & Settlement Agreement with respect to the Site pursuant to Paragraph XIII. If Respondent elects to modify the submittal, Respondent shall, within thirty (30) Days after such election, make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal. In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order & Settlement Agreement unless it invokes dispute resolution pursuant to Paragraph XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order & Settlement Agreement.

3. Within thirty (30) Days after the Department's approval of a final report, Respondent shall submit such final report, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondent shall submit such document in an alternative format acceptable to the Department.

F. Department's Issuance of a ROD

Respondent shall cooperate with the Department and provide reasonable assistance, consistent with the Citizen Participation Plan for each of the Sites, in soliciting public comment on the proposed remedial action plan ("PRAP"), if any, for each of the Sites. After the close of the public comment period, the Department shall select a final remedial alternative for each of the Sites in a ROD. Nothing in this Order & Settlement Agreement shall be construed to abridge the rights of Respondent, as provided by law, to judicially challenge the Department's ROD.

G. Release and Covenant Not to Sue

Upon (i) the Department's approval of either the RD/RA Work Plan final report or an IRM Work Plan final report evidencing that no further remedial action (other than site management activities) is required to meet the goals of the Remedial Program for a Site, and (ii) the Department's acceptance of any environmental easement required pursuant to Paragraph X, then, except for the provisions of Paragraphs VI and VIII, and except for the future site management of the Site and any Natural Resource Damage claims, such acceptance shall constitute a release and covenant not to sue with respect to the Site for each and every claim, demand, remedy, or action whatsoever against Respondent, its directors, officers, employees, agents, servants, successors, and assigns (except successors and assigns who were responsible under law for the development and implementation of a Remedial Program at the Site prior to the effective date of this Order & Settlement Agreement), and their respective secured creditors, which the Department has or may have pursuant to Article 27, Title 13 of the ECL or pursuant to any other provision of State or Federal statutory or common law, including but not limited to §

107(a) of CERCLA, 42 U.S.C. § 9607(a), involving or relating to investigative or remedial activities relative to or arising from the disposal of hazardous wastes (or other contaminants remediated by Respondent to the Department's satisfaction pursuant to the ROD or Work Plans) at the Site; provided, however, that the Department specifically reserves all of its rights concerning, and any such release and covenant not to sue shall not extend to any further investigation or remediation the Department deems necessary due to newly discovered environmental conditions on-Site or off-Site which are related to the disposal of hazardous wastes at the Site and which indicate that the Remedial Program is not protective of public health and/or the environment. The Department shall notify Respondent in writing of such environmental conditions or information and its basis for determining that the Remedial Program is not protective of public health and/or the environment.

This release and covenant not to sue shall be null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Order & Settlement Agreement or in the event of Respondent's failure to materially comply with any provision of this Order & Settlement Agreement subsequent to issuance of a release and covenant not to sue, in each case with respect to that particular Site. The Department's determination that Respondent has committed fraud or has materially failed to comply with this Order & Settlement Agreement shall be subject to dispute resolution pursuant to Paragraph XII.

Nothing herein shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action, or demands whatsoever that (i) Respondent may have against anyone other than the Department, including but not limited to rights of contribution under § 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), and (ii) the Department may have against anyone other than Respondent, its directors, officers, employees, agents, and servants, and those successors and assigns of Respondent who were not responsible under law for the development and implementation of a Remedial Program at the Site prior to the effective date of this Order & Settlement Agreement, and their respective secured creditors.

III. Progress Reports

Respondent shall submit written progress reports for each Site to the parties identified in Subparagraph XI.A.1 by the 10th Day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions taken pursuant to this Order & Settlement Agreement during the reporting period and those anticipated for the upcoming reporting period; all approved modifications to work plans and/or schedules; all results of sampling and tests and all other data received or generated by or on behalf of Respondent in connection with the Site, during the reporting period, including quality assurance/quality control information; and information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, efforts made to mitigate such delays, information regarding activities undertaken in support of the Citizen

Participation Plan during the reporting period and those anticipated for the upcoming reporting period and the name of the Department Project Manager for the Site.

IV. Penalties

A. 1. Respondent's failure to comply with any term of this Order & Settlement Agreement constitutes a violation of this Order & Settlement Agreement, the ECL, and 6 NYCRR Part 375. Nothing herein abridges Respondent's right to contest any allegation that it has failed to comply with this Order & Settlement Agreement.

2. Payment of any penalties shall not in any way alter Respondent's obligations under this Order & Settlement Agreement.

B. 1. Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order & Settlement Agreement as a result of any event arising from causes beyond the reasonable control of Respondent, of any entity controlled by Respondent, and of Respondent's contractors, that delays or prevents the performance of any obligation under this Order & Settlement Agreement despite Respondent's best efforts to fulfill the obligation ("Force Majeure Event"). The requirement that Respondent exercise best efforts to fulfill the obligation includes using best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include Respondent's economic inability to comply with any obligation, the failure of Respondent to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order & Settlement Agreement.

2. Respondent shall notify the Department in writing within seven (7) Days after it obtains knowledge of any Force Majeure Event. Respondent shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Order & Settlement Agreement. Failure to give such notice within such seven (7) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

3. Respondent shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondent complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for such time as is reasonably necessary to complete those obligations.

5. If the Department rejects Respondent's assertion that an event provides a defense to non-compliance with this Order & Settlement Agreement pursuant to Subparagraph IV.B, Respondent shall be in violation of this Order & Settlement Agreement unless it invokes dispute resolution pursuant to Paragraph XII and Respondent's position prevails.

V. Entry upon Site

A. Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order & Settlement Agreement, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondent's compliance with this Order & Settlement Agreement. Upon request, Respondent shall (i) provide the Department with suitable office space at each of the Sites, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order & Settlement Agreement. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department. In the event Respondent is unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order & Settlement Agreement, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondent.

VI. Payment of State Costs

A. Within forty-five (45) Days after the effective date of this Order & Settlement Agreement, Respondent shall pay to the Department the sum of \$0.00, which shall represent reimbursement for State Costs as set forth on the cost summary attached as Exhibit "C." Respondent acknowledges that all past State Costs are not itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Order & Settlement Agreement.

B. Within forty-five (45) Days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for State Costs, other than those identified in Subparagraph VI.A, for work performed at or in connection with each of the Sites through and including the Termination Date.

C. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary or billable hourly rate, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code for each of the Sites. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (*e.g.*, supplies, materials, travel, contractual) and shall be documented by expenditure reports. The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

D. Such invoice shall be sent to Respondent at the following address:

Lawrence Liebs
KeySpan Corporation
One MetroTech Center
Brooklyn, New York 11201

E. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7012.

F. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

G. Respondent may contest, in writing, invoiced costs under Subparagraph VI.B if it believes that (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not related to the State's activities with respect to the Remedial Program for the Site; or (iii) the Department is not otherwise legally entitled to such costs. If Respondent objects to an invoiced cost, Respondent shall pay all costs not objected to within the time frame set forth in Subparagraph VI.B and shall, within thirty (30) Days after its receipt of an invoice, identify, in writing, all costs objected to and the basis of the objection. This objection shall be filed with the Bureau of Program Management ("BPM") Director. The BPM Director or the BPM Director's designee shall have the authority to relieve Respondent of the obligation to pay invalid costs. Within forty-five (45) Days after the date of the Department's determination of the objection,

Respondent shall either pay to the Department the amount which the BPM Director or the BPM Director's designee determines Respondent is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

H. If any negotiable instrument submitted to the Department pursuant to this Order & Settlement Agreement is not honored when presented for payment, Respondent shall be in violation of this Order & Settlement Agreement, provided that (i) the Department gives Respondent written notice of same, and (ii) the Department does not receive a certified check or bank check in the amount of the uncollected funds within fourteen (14) Days after the date of the Department's written notification.

VII. Reservation of Rights

A. Except as provided in Subparagraph II.G, nothing contained in this Order & Settlement Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, including Respondent.

B. Except as otherwise provided in this Order & Settlement Agreement, Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against Respondent, and further reserves all rights respecting the enforcement of this Order & Settlement Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order & Settlement Agreement or Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under §113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

VIII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all third-party claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order & Settlement Agreement by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) willful, wanton, or malicious acts or omissions, and acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York, and/or their representatives and employees

during the course of any activities conducted pursuant to this Order & Settlement Agreement. The Department shall provide Respondent with written notice no less than thirty (30) Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Public Notice

A. Respondent shall cause to be filed a Department-approved Notice of Order & Settlement Agreement for each of the Sites, in accordance with the schedule below, which Notices shall be substantially similar to the Notice of Order & Settlement Agreement attached to this Order & Settlement Agreement as Exhibit "D," with the recording officer of the county wherein the Site is to give all parties who may acquire any interest in the Site notice of this Order & Settlement Agreement. Within sixty (60) Days of each such filing, Respondent shall also provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

1. Within thirty (30) Days after the effective date of this Order & Settlement Agreement, for Sites 1 through 6, 11 and 13 listed on Exhibit "A" – Table 1.
2. Within sixty (60) Days after the effective date of this Order & Settlement Agreement, for Sites 7 through 10, 12 and 14 listed on Exhibit "A" – Table 1.

B. If Respondent proposes to convey, or becomes aware of a proposal to convey, the whole or any part of Respondent's ownership interest in the Site, or becomes aware of such conveyance, Respondent shall, not fewer than forty-five (45) Days before the date of conveyance, or within forty-five (45) Days after becoming aware of such conveyance, whichever shall be applicable, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order & Settlement Agreement. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

X. Environmental Easement

A. 1. If a Department-approved Work Plan or the ROD for the Site, if any, relies upon one or more institutional and/or engineering controls, Respondent (or the owner of the Site) shall execute an environmental easement pursuant to ECL Article 71, Title 13 which shall be substantially similar to Exhibit "E." Respondent shall cause such instrument to be recorded with the recording officer of the county wherein the Site is located within thirty (30) Days of the Department's approval of such instrument. Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within sixty (60) Days after such recording.

B. If the ROD provides for “no action” other than implementation of one or more institutional controls, Respondent shall cause an environmental easement to be recorded under the provisions of Subparagraph X.A.1. If Respondent does not cause such environmental easement to be recorded, Respondent cannot obtain a release and covenant not to sue pursuant to Subparagraph II.G.

XI. Communications

A. All written communications required by this Order & Settlement Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communication from Respondent shall be sent to:

Robert Schick
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233
(2 bound copies, 1 unbound copy and 1 disk)

with copies to:

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216
(2 bound copies)

Regional Director
Region 2
NYS Dept of Environmental Conservation
One Hunter's Point Plaza
47-40 21st Street
Long Island City, NY 11101-5407
(Correspondence only)

Larry S. Eckhaus, Senior Attorney
Division of Environmental Enforcement
Superfund & Brownfields Restoration Bureau
NYS Dept of Environmental Conservation
625 Broadway, 14th Floor
Albany, NY 12233-5500
(Correspondence only)

2. Communication from the Department to Respondent shall be sent to:

Lawrence Liebs
KeySpan Corporation
One MetroTech Center
Brooklyn, New York 11201

with copy to:

Donna Riccobono, Esq.
KeySpan Corporation
One MetroTech Center
Brooklyn, New York 11201

B. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this Paragraph XI or in Paragraph VI.

XII. Dispute Resolution

A. If Respondent disagrees with the Department's notice under (i) Subparagraph II.B requesting additional or supplemental Work Plans; (ii) Subparagraph II.C requesting modification of a Department-approved Work Plan; (iii) Subparagraph II.E disapproving a submittal, a proposed Work Plan, or a final report; (iv) Subparagraph II. G. finding that Respondent materially failed to comply with the Order & Settlement Agreement; (v) Subparagraph IV.B rejecting Respondent's assertion of a Force Majeure Event; or (vi) Subparagraph XIV.G.2.iii requesting modification of a time frame, Respondent may, within thirty (30) Days of its receipt of such notice, make a written request for informal negotiations with the Department in an effort to resolve the dispute. A copy of such request shall be sent by Respondent to the appropriate Remedial Bureau Chief in the Department's Central Office. The Department and Respondent shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XII.B. The period for informal negotiations shall not exceed thirty (30) Days from the date of the Department's initial response to the Respondent's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Respondent notifies the Department in writing within thirty (30) Days after the conclusion of the thirty (30) Day period for informal negotiations that it invokes the dispute resolution provisions provided under Subparagraph XII.B.

B. 1. Respondent shall file with the Office of Hearings and Mediation Services ("OH&M") a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, factual data, analysis, or opinion supporting its position, and all supporting documentation upon which Respondent relies (hereinafter called the "Statement of Position"). A copy of such request and written statement

shall be provided contemporaneously to the Director and to the parties listed under Subparagraph XI.A.1.

2. The Department shall serve its Statement of Position no later than twenty (20) Days after receipt of Respondent's Statement of Position.

3. Respondent shall have the burden of proving by substantial evidence that the Department's position does not have a rational basis and should not prevail. The OH&M can conduct meetings, in person or via telephone conferences, and request additional information from either party if such activities will facilitate a resolution of the issues.

4. The OH&M shall prepare and submit a report and recommendation to the Director. The Director shall issue a final decision in a timely manner. The final decision shall constitute a final agency action and Respondent shall have the right to seek judicial review of the decision pursuant to Article 78 of the Civil Practice Law and Rules ("CPLR") provided that Respondent notifies the Department within thirty (30) Days after receipt of a copy of the final decision of its intent to commence an Article 78 proceeding and commences such proceeding within sixty (60) Days after receipt of a copy of the Director's final decision. Respondent shall be in violation of this Order & Settlement Agreement if it fails to comply with the final decision resolving this dispute within forty-five (45) Days after the date of such final decision, or such other time period as may be provided in the final decision, unless it seeks judicial review of such decision within the sixty (60) Day period provided. In the event that Respondent seeks judicial review, Respondent shall be in violation of this Order & Settlement Agreement if it fails to comply with the final Court Order or any settlement within thirty (30) Days after the effective date of such Court Order or settlement, unless otherwise directed by the Court. For purposes of this Subparagraph, a Court Order or settlement shall not be final until the time to perfect an appeal of same has expired.

5. The invocation of dispute resolution shall not extend, postpone, or modify Respondent's obligations under this Order & Settlement Agreement with respect to any item not in dispute unless or until the Department agrees or a Court orders otherwise. Except as otherwise provided in this Order & Settlement Agreement, the invocation of the procedures set forth in this Paragraph XII shall constitute an election of remedies and such election shall constitute a waiver of any and all other administrative remedies which may otherwise be available to Respondent regarding the issue in dispute.

6. The Department shall keep an administrative record of any proceedings under this Paragraph XII that shall be available consistent with Article 6 of the Public Officers Law.

7. Nothing in this Paragraph XII shall be construed as an agreement by the parties to resolve disputes through administrative proceedings pursuant to the State Administrative Procedure Act, the ECL, or 6 NYCRR Part 622 or 6 NYCRR Part 375.

8. Nothing contained in this Order & Settlement Agreement shall be construed to authorize Respondent to invoke dispute resolution with respect to the remedy

selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondent to seek judicial review of the Department's selection of any remedy with respect to each Site.

XIII. Termination of Order & Settlement Agreement

A. This Order & Settlement Agreement will terminate with respect to a Site upon the earlier of the following events:

1. Respondent's election to terminate with respect to a Site pursuant to Subparagraphs II.B.1.b, II.C or II.E.2 so long as such election is made prior to the Department's approval of the RD/RA Work Plan for that Site. In the event of termination in accordance with this Subparagraph XIII.A.1, this Order & Settlement Agreement with respect to such Site shall terminate effective the 5th Day after the Department's receipt of the written notification terminating this Order & Settlement Agreement with respect to such Site or the 5th Day after the time for Respondent to make its election has expired, whichever is earlier, provided, however, that if there are one or more Work Plan(s) with respect to such Site for which a final report has not been approved at the time of Respondent's notification of its election to terminate this Order & Settlement Agreement with respect to such Site pursuant to Subparagraphs II.B.1.b or II.E.32 or its failure to timely make such an election pursuant to Subparagraphs II.B.1.b or II.E.32, Respondent shall promptly complete the activities required by such previously approved Work Plan(s) consistent with the schedules contained therein. Thereafter, this Order & Settlement Agreement shall terminate with respect to such Site effective the 5th Day after the Department's approval of the final report for all previously approved Work Plans with respect to such Site ; or

2. the Department's written determination that Respondent has completed all phases of the Remedial Program (including site management) for all the Sites, in which event the termination with respect to all Sites shall be effective on the 5th Day after the date of the Department's approval of the final report relating to the final phase of the Remedial Program for all the Sites.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs VI and VIII shall survive the termination of this Order & Settlement Agreement and any violation of such surviving Paragraphs shall be a violation of this Order & Settlement Agreement, the ECL, and 6 NYCRR Part 375, subjecting Respondent to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

C. If the Order & Settlement Agreement is terminated with respect to a Site or all Sites pursuant to Subparagraph XIII.A.1, neither this Order & Settlement Agreement nor its termination shall affect any liability of Respondent may have for remediation of the Site and/or for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined under CERCLA, nor shall it affect any defenses to such liability that may be asserted by Respondent. Respondent shall also ensure that it does not leave the Site in a condition, from the perspective of human

health and environmental protection, worse than that which existed before any activities under this Order & Settlement Agreement were commenced. Further, the Department's efforts in obtaining and overseeing compliance with this Order & Settlement Agreement shall constitute "reasonable efforts" under law to obtain a voluntary commitment from Respondent for any further activities to be undertaken as part of a Remedial Program for the Site.

XIV. Miscellaneous

A. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators ("Respondent's Contractors") acceptable to the Department to perform its obligations under this Order & Settlement Agreement. If the Department has not previously approved Respondent's Contractors for the work required by this Order & Settlement Agreement, Respondent shall submit the Contractors' qualifications to the Department a minimum of thirty (30) Days before the start of any activities for which each such Contractor will be responsible. The Department's approval of each such Contractor shall be obtained prior to the start of work by that Contractor. The responsibility for the performance of all Contractors retained by Respondent shall rest solely with Respondent. Subject to the requirements of this Subparagraph, Respondent retains the right to select or change firms or individuals in its sole discretion.

B. Respondent shall allow the Department to attend and shall notify the Department at least seven (7) Days in advance of any field activities as well as any pre-bid meetings, job progress meetings, the substantial completion meeting and inspection, and the final inspection and meeting; nothing in this Order & Settlement Agreement shall be construed to require Respondent to allow the Department to attend portions of meetings where privileged matters are discussed.

C. Respondent shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Respondent's obligations under this Order & Settlement Agreement.

1. The Department may exempt Respondent from the requirement to obtain any state or local permit or other authorization for any activity on the Site needed to implement this Order & Settlement Agreement that the Department determines is conducted in a manner which satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

2. If, despite Respondent's best efforts, any necessary Site access, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Order & Settlement Agreement are not obtained within forty-five (45) Days after the effective date of this Order & Settlement Agreement, or within forty-five (45) Days after the date the Department notifies Respondent in writing that additional access beyond that previously secured is necessary, Respondent shall promptly notify the Department, and shall include in that notification a summary of the steps Respondent has

taken to obtain access. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining access. If any interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Respondent to modify the Work Plan pursuant to Subparagraph II.C of this Order & Settlement Agreement to reflect changes necessitated by the lack of access and/or approvals.

D. Respondent and Respondent's successors and assigns shall be bound by this Order & Settlement Agreement. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order & Settlement Agreement.

E. Respondent shall provide a copy of this Order & Settlement Agreement to each contractor hired to perform work required by this Order & Settlement Agreement and shall condition all contracts entered into pursuant to this Order & Settlement Agreement upon performance in conformity with the terms of this Order & Settlement Agreement. Respondent or its contractor(s) shall provide written notice of this Order & Settlement Agreement to all subcontractors hired to perform any portion of the work required by this Order & Settlement Agreement. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order & Settlement Agreement.

F. The paragraph headings set forth in this Order & Settlement Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order & Settlement Agreement.

G. 1. The terms of this Order & Settlement Agreement constitute the entire agreement between the Department and Respondent concerning implementation of the activities required by this Order & Settlement Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order & Settlement Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order & Settlement Agreement. In the event of a conflict between the terms of this Order & Settlement Agreement and any Work Plan submitted pursuant to this Order & Settlement Agreement, the terms of this Order & Settlement Agreement shall control over the terms of the Work Plan(s) attached as Exhibit "B."

2. i. Except as set forth herein, if Respondent desires that any provision of this Order & Settlement Agreement be changed, other than a provision of a Work Plan or a time frame, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XI.A.1. The Commissioner or the Commissioner's designee shall timely respond.

ii. Changes to a Work Plan shall be accomplished as set forth in Subparagraph II.C of this Order & Settlement Agreement.

iii. Changes to a time frame set forth in this Order & Settlement Agreement shall be sought by a written request to the Department's project attorney and project manager, which request shall be timely responded to in writing. The Department's decision relative to the request for a time frame change shall be subject to dispute resolution pursuant to Paragraph XII.

H. 1. If multiple parties sign this Order & Settlement Agreement, the term "Respondent" shall be read in the plural where required to give meaning to this Order & Settlement Agreement. Further, the obligations of such Respondents under this Order & Settlement Agreement are joint and several and the insolvency of or failure by any Respondent to implement any obligations under this Order & Settlement Agreement shall not affect the obligations of the remaining Respondent(s).

2. If Respondent is a partnership, the obligations of all general partners, including limited partners who act as general partners, to finance and perform obligations under this Order & Settlement Agreement and to pay amounts owed to the Department under this Order & Settlement Agreement are joint and several. In the event of the insolvency of or the failure of any of the general partners to implement the requirements of this Order & Settlement Agreement, the remaining general partners shall implement all such requirements.

3. Notwithstanding the foregoing Subparagraphs XIV.H. 1 and 2, if multiple parties sign this Order & Settlement Agreement as Respondents but not all of the signing parties elect, pursuant to Subparagraph II.B, to implement a Work Plan, then all Respondents are jointly and severally liable for each and every obligation under this Order & Settlement Agreement through the completion of the activities in such Work Plan that all such parties consented to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order & Settlement Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order & Settlement Agreement relative to the activities set forth in such Work Plan(s). Only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue provided under Subparagraph II.G.

I. To the extent authorized under CERCLA § 113, 42 U.S.C. § 9613, New York General Obligations Law § 15-108, and any other applicable law, Respondent shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2) for "matters addressed" pursuant to and in accordance with this Order & Settlement Agreement. "Matters addressed" in this Order & Settlement Agreement shall mean all response actions taken by Respondent to implement this Order & Settlement Agreement for the Sites and all response costs incurred and to be incurred by any person or party in connection with the work performed under this Order & Settlement Agreement, which costs have been paid by Respondent, including reimbursement of State Costs pursuant to this Order & Settlement Agreement. Furthermore, to the extent authorized under CERCLA § 113(f)(3)(B), 42 U.S.C. Section 9613(f)(3)(B), by entering into this administrative settlement of liability, if any, for some or all of the response action and/or for

some or all of the costs of such action, Respondent is entitled to seek contribution under CERCLA from any person except those who are entitled to contribution protection under CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2).

J. Unless otherwise expressly provided herein, terms used in this Order & Settlement Agreement which are defined in ECL Article 27, Title 13, ECL Article 71, Title 36, or in regulations promulgated under such statute shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in the Glossary attached hereto are used in this Order & Settlement Agreement or in the attached Exhibits, the definitions set forth in the Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

K. Respondent's obligations under this Order & Settlement Agreement represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

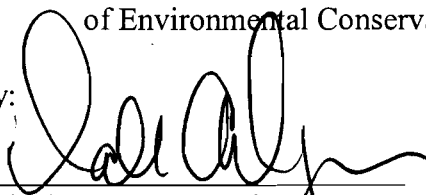
L. This Order & Settlement Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which for all purposes shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

M. The effective date of this Order & Settlement Agreement is the 10th Day after the date the Commissioner or the Commissioner's designee signs this Order & Settlement Agreement.

DATED: FEB 22 2007

CARL JOHNSON,
ACTING EXECUTIVE DEPUTY COMMISSIONER
New York State Department
of Environmental Conservation

By:



Dale A. Desnoyers, Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent KeySpan Gas East Corporation d/b/a KeySpan Energy Delivery Long Island hereby consents to the issuing and entering of this Order on Consent and Administrative Settlement, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order on Consent and Administrative Settlement.

By: William J. Akley
William J. Akley

Title: Vice President, Gas Operations, LI

Date: 2-2-07

STATE OF NEW YORK)
) s.s.:
COUNTY OF Nassau)


On the 2nd day of February, in the year 2007, before me, the undersigned, personally appeared William J. Akley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Joan M. Jerz
Signature and Office of individual
taking acknowledgment

JOAN M. JERZ
Notary Public, State of New York
No. 01JE4737272
Qualified in Nassau County 2007
Commission Expires May 31, 2007

CONSENT BY RESPONDENT

Respondent The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York hereby consents to the issuing and entering of this Order on Consent and Administrative Settlement, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order on Consent and Administrative Settlement.

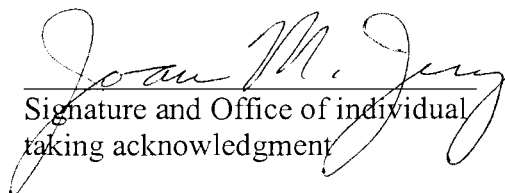
By: 
John J. Bishar Jr.

Title: Executive Vice President and Secretary

Date: 2/2/07

STATE OF NEW YORK)
) s.s.:
COUNTY OF Nassau)

On the 2nd day of February, in the year 2007, before me, the undersigned, personally appeared John J. Bishar Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and Office of individual
taking acknowledgment

JOAN M. JERZ
Notary Public, State of New York
No. 01JE4737272
Qualified in Nassau County 2007
Commission Expires May 31, 2007

EXHIBIT "A"

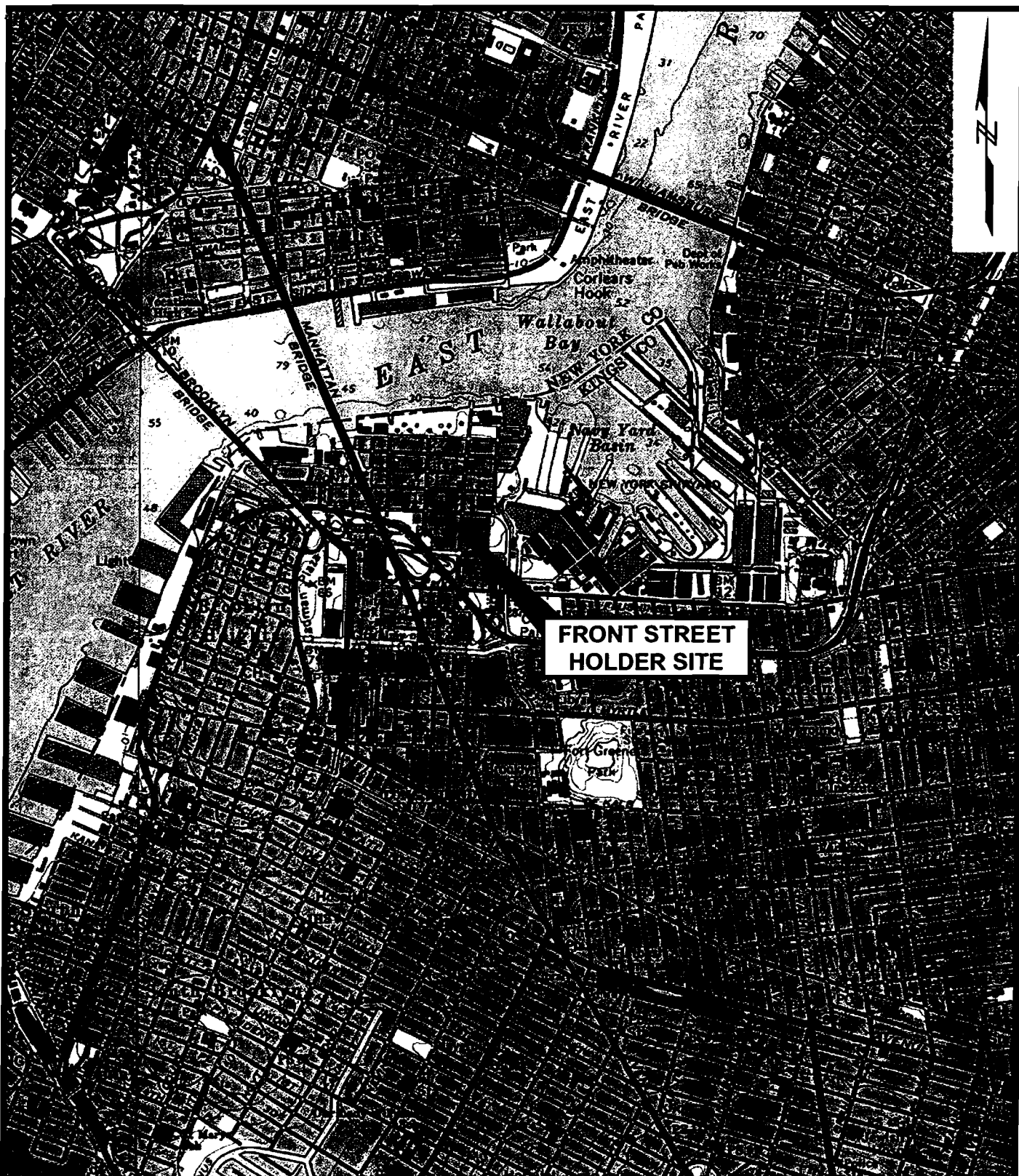
**Descriptions of KeySpan MGP & Holder Sites &
Maps of Sites included in Paragraphs 4.A and 4.B**

Exhibit "A" - Table 1
KeySpan
Former MGP Sites & Holder Stations

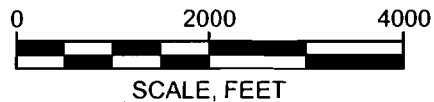
Note: Sites in **BOLD CAPS** are entirely owned by KeySpan.
 Sites in **Bold** are partially owned by KeySpan
 All other sites are not owned by KeySpan

| # | KeySpan Sites | Work Plan Type | Proposed Start | Site # | Location | County |
|----|--|----------------|----------------|--------|---|---------|
| 1 | Front Street Holder Station | SC | 3/2007 | 224063 | 206 & 218 Front Street B Brooklyn, NY 11202 | Kings |
| 2 | Rutledge Street Holder Station | SC | 3/2007 | 224066 | 18 to 36 Rutledge Street & Heyward Street Brooklyn, 11211 | Kings |
| 3 | Skillman Street Holder Station | SC | 3/2007 | 224068 | 7 & 39 Skillman Street Brooklyn, NY 11205 | Kings |
| 4 | Keap Street Holder Station | SC | 3/2007 | 224064 | 18 Hooper Street (or 46 Keap St.) Brooklyn, NY 11221 | Kings |
| 5 | Far Rockaway MGP Site | RI | 6/2007 | 241032 | Brunswick Avenue Queens, NY 11691 | Queens |
| 6 | Patchogue MGP Site & Hortonsphere | RI | 9/2007 | 152182 | Village of Patchogue Brookhaven, NY 11772 | Suffolk |
| 7 | Babylon MGP Site | RI | 12/2007 | 152180 | 29 Evergreen Street Babylon, NY 11704 | Suffolk |
| 8 | Dangman Park MGP | SC | 3/2008 | 224047 | 486 Neptune Avenue Brooklyn, NY 11224 | Kings |
| 9 | Peoples Works MGP Site | SC | 3/2008 | 224053 | Kent Ave & William St. Brooklyn, NY 11211 | Kings |
| 10 | Jamaica Gas Light Co. MGP | SC | 6/2008 | 241063 | 58-18 Beaver Road Jamaica, NY 11433 | Queens |
| 11 | Long Beach Holder Station | SC | 6/2008 | 130122 | Int. of: Riverside Blvd, Water St & Park Pl Long Beach, 11561 | Nassau |
| 12 | Jamaica Holder Station | SC | 9/2008 | 241062 | Liberty Ave. Bet 158 & 159 St Queens, NY | Queens |
| 13 | Bay Ridge Holder Stations A & B | SC | 9/2008 | 224058 | A: 837 64th Street Brooklyn B: 829-884 65th Street Brooklyn | Kings |
| 14 | East Garden City (Stewart Avenue) Former Holder Station | SC | 12/2008 | 130120 | 600-620 Stewart Avenue E. Garden City, NY 11530 | Nassau |

Note: Proposed Start = submittal of work plan



SOURCE: Map created with TOPO!® ©2001 National Geographic
 (www.nationalgeographic.com/topo)



NYSDEC BCP APPLICATION
 FRONT STREET HOLDER
 BROOKLYN, NEW YORK

KEYSPAN CORPORATION
 BROOKLYN, NEW YORK

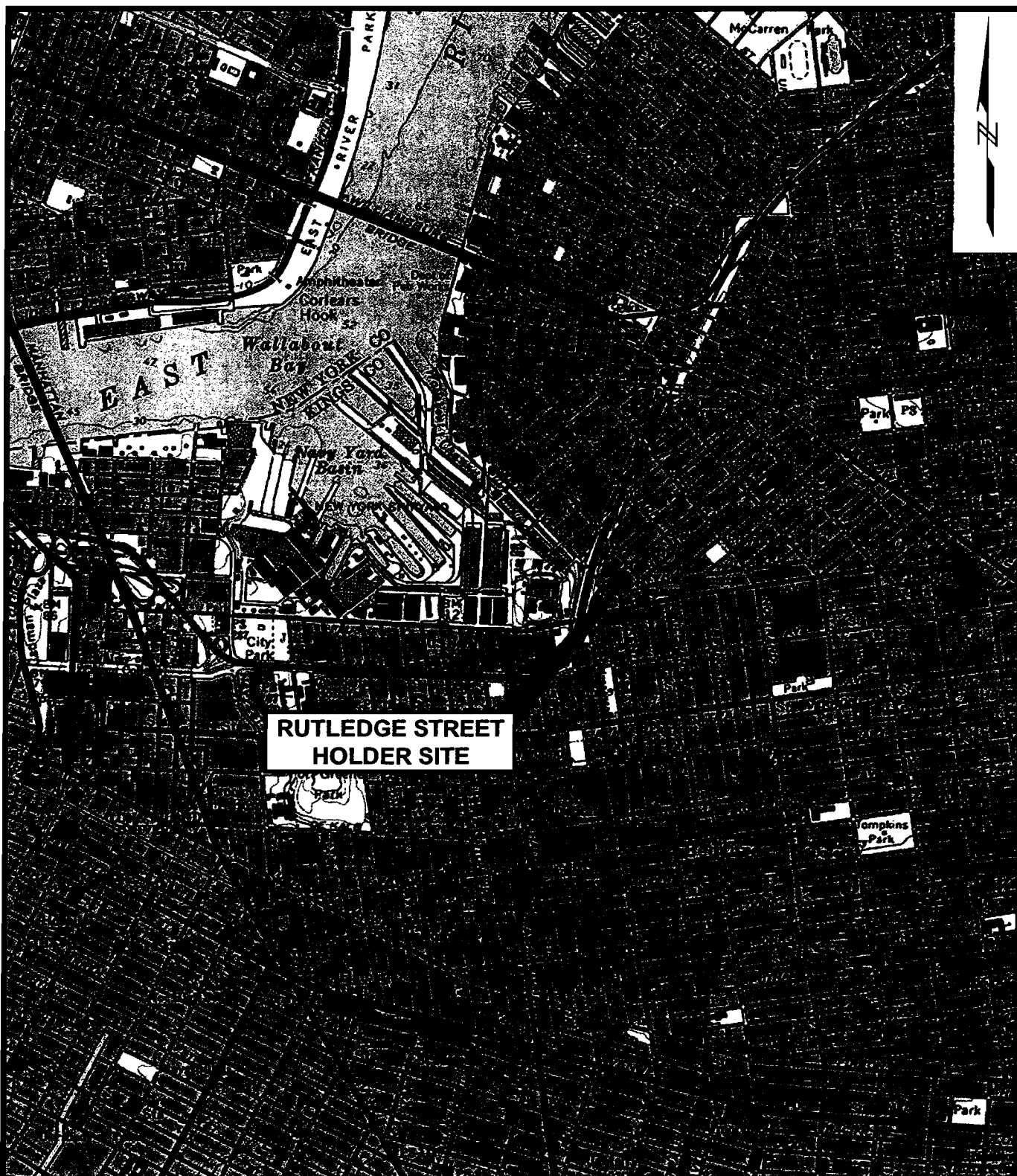


PROJECT 982482

SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)

0 2000 4000
SCALE, FEET

NYSDEC BCP APPLICATION
RUTLEDGE STREET HOLDER STATION
BROOKLYN, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

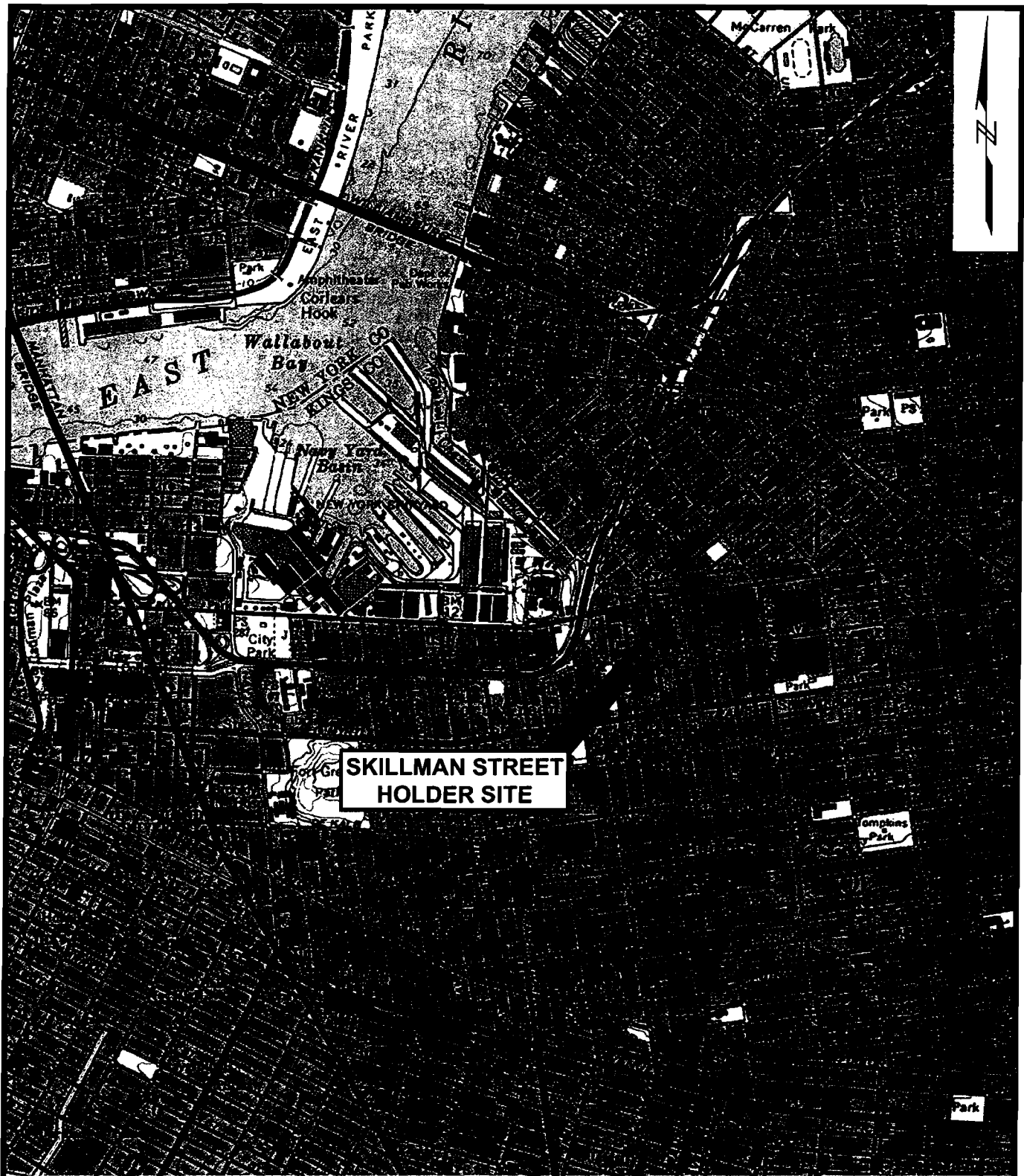


PROJECT 982482

SITE LOCATION MAP

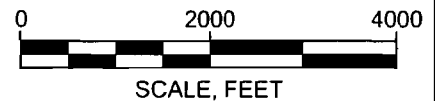
AUGUST 2004

FIGURE 1



**SKILLMAN STREET
HOLDER SITE**

SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)



**NYSDEC BCP APPLICATION
SKILLMAN STREET HOLDER STATION
BROOKLYN, NEW YORK**

**KEYSPAN CORPORATION
BROOKLYN, NEW YORK**

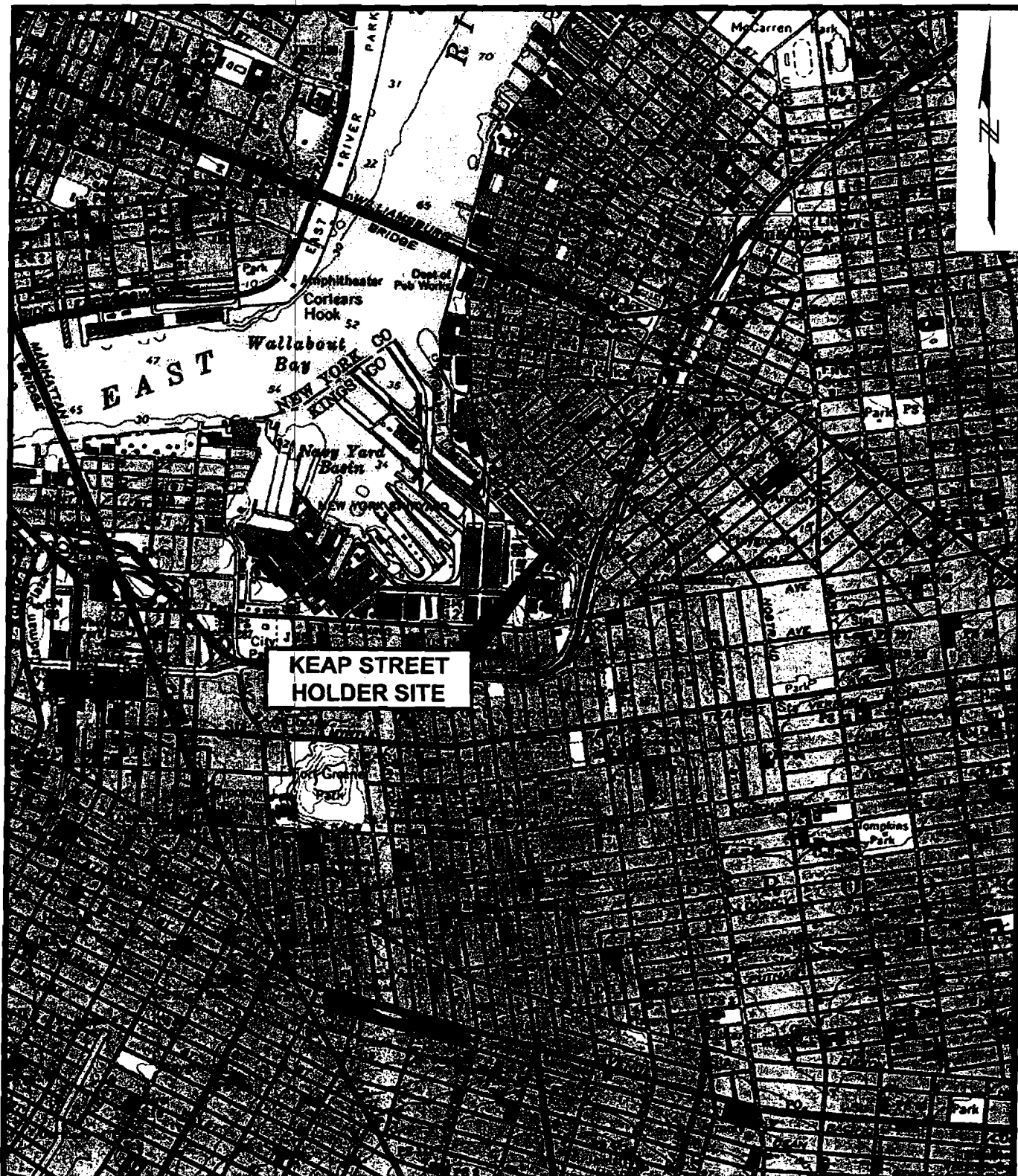


PROJECT 982482

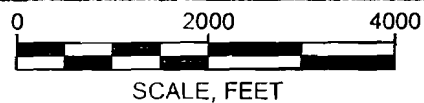
SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)



NYSDEC BCP APPLICATION
KEAP STREET HOLDER STATION
BROOKLYN, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

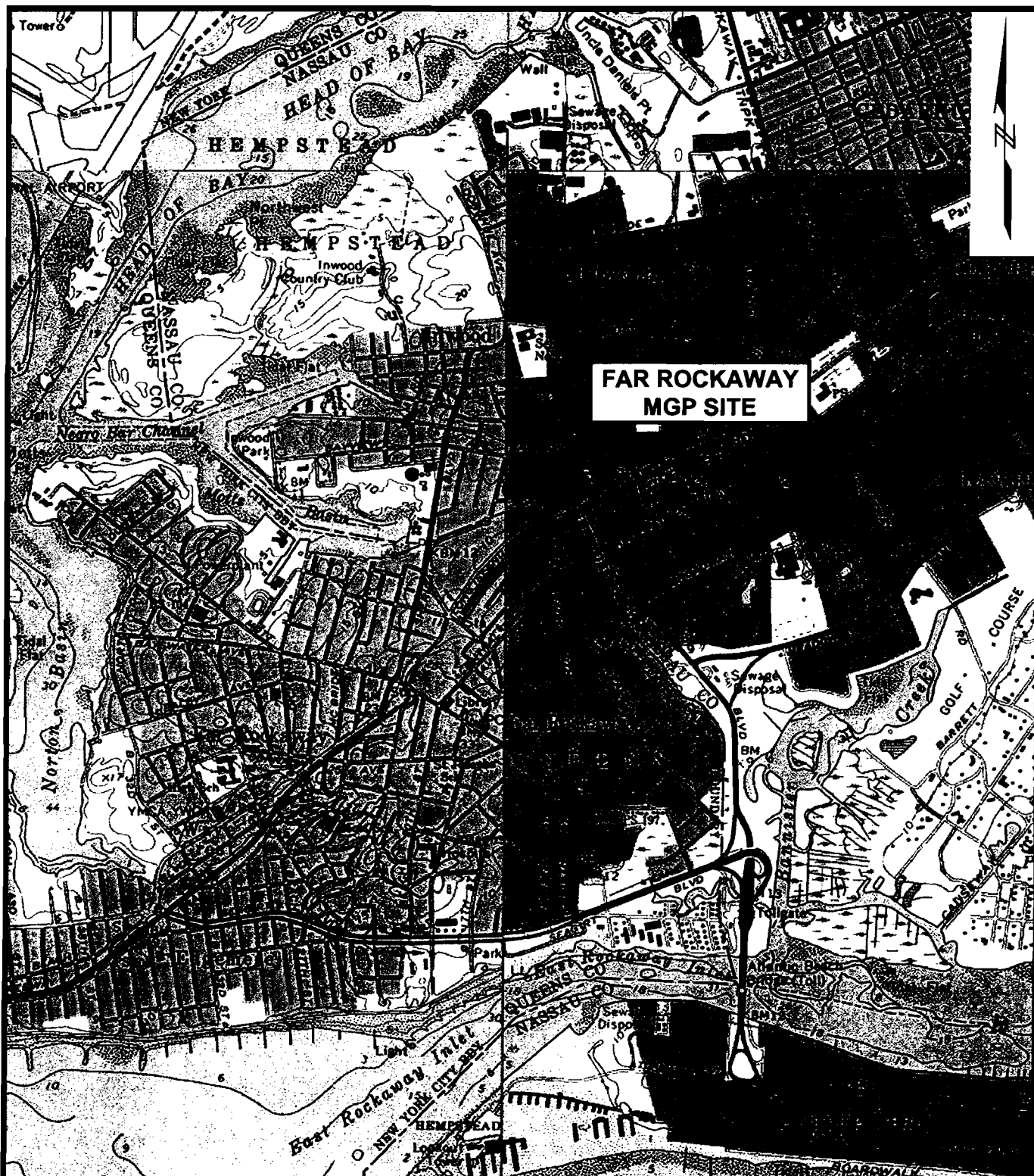


PROJECT 982482

SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)

0 2000 4000
SCALE, FEET

NYSDEC BCP APPLICATION
FAR ROCKAWAY MGP
QUEENS, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

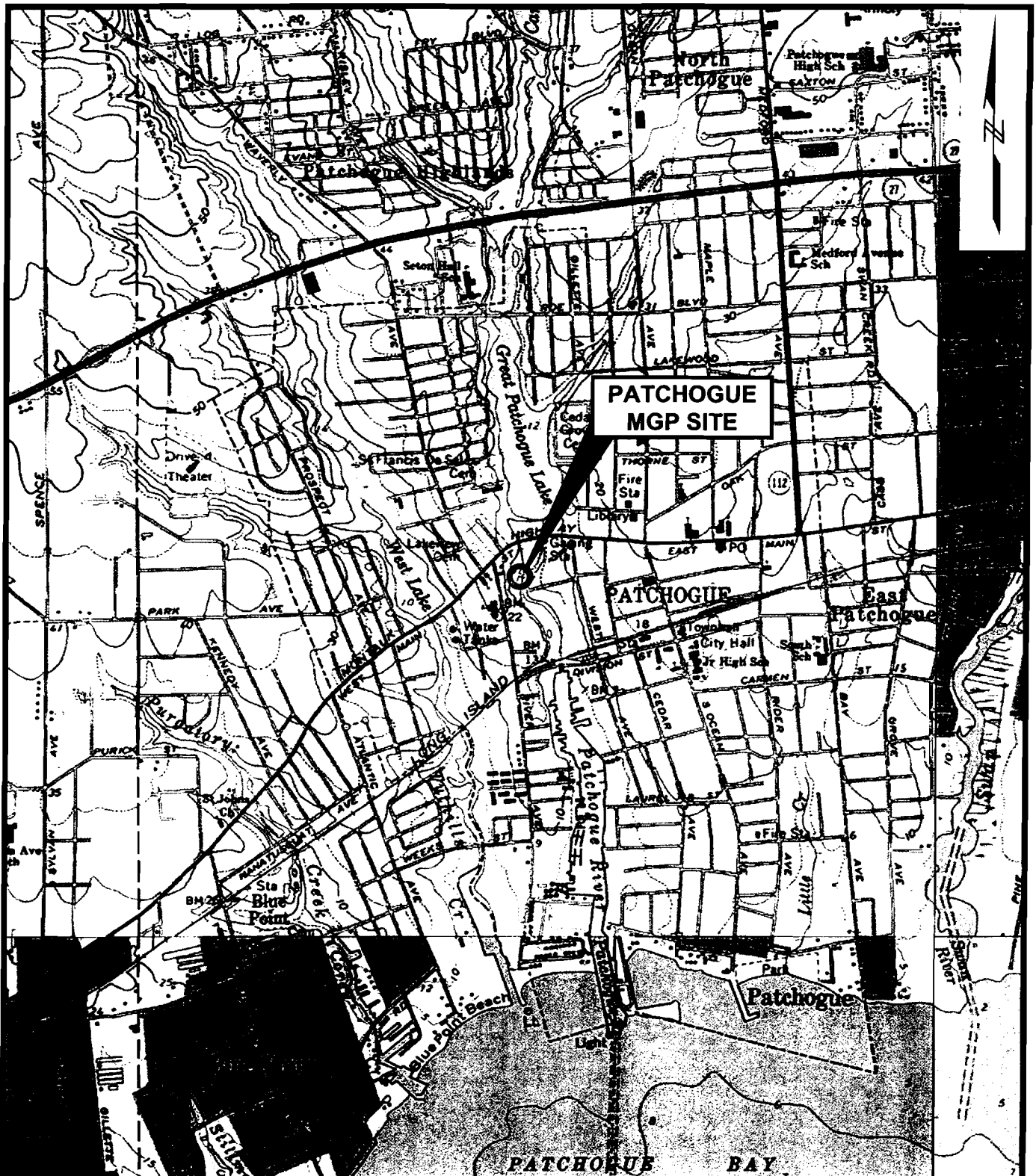


PROJECT 982482

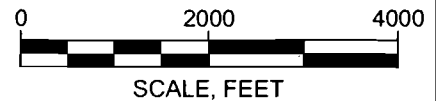
SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
 (www.nationalgeographic.com/topo)



NYSDEC BCP APPLICATION
 PATCHOGUE MGP
 PATCHOGUE, NEW YORK

KEYSPAN CORPORATION
 BROOKLYN, NEW YORK



PROJECT 982482

SITE LOCATION MAP

AUGUST 2004

FIGURE 1

NYSDEC BCP APPLICATION
BABYLON MGP
BABYLON, NEW YORK
KEYSPAN CORPORATION
BROOKLYN, NEW YORK



PROJECT 982482

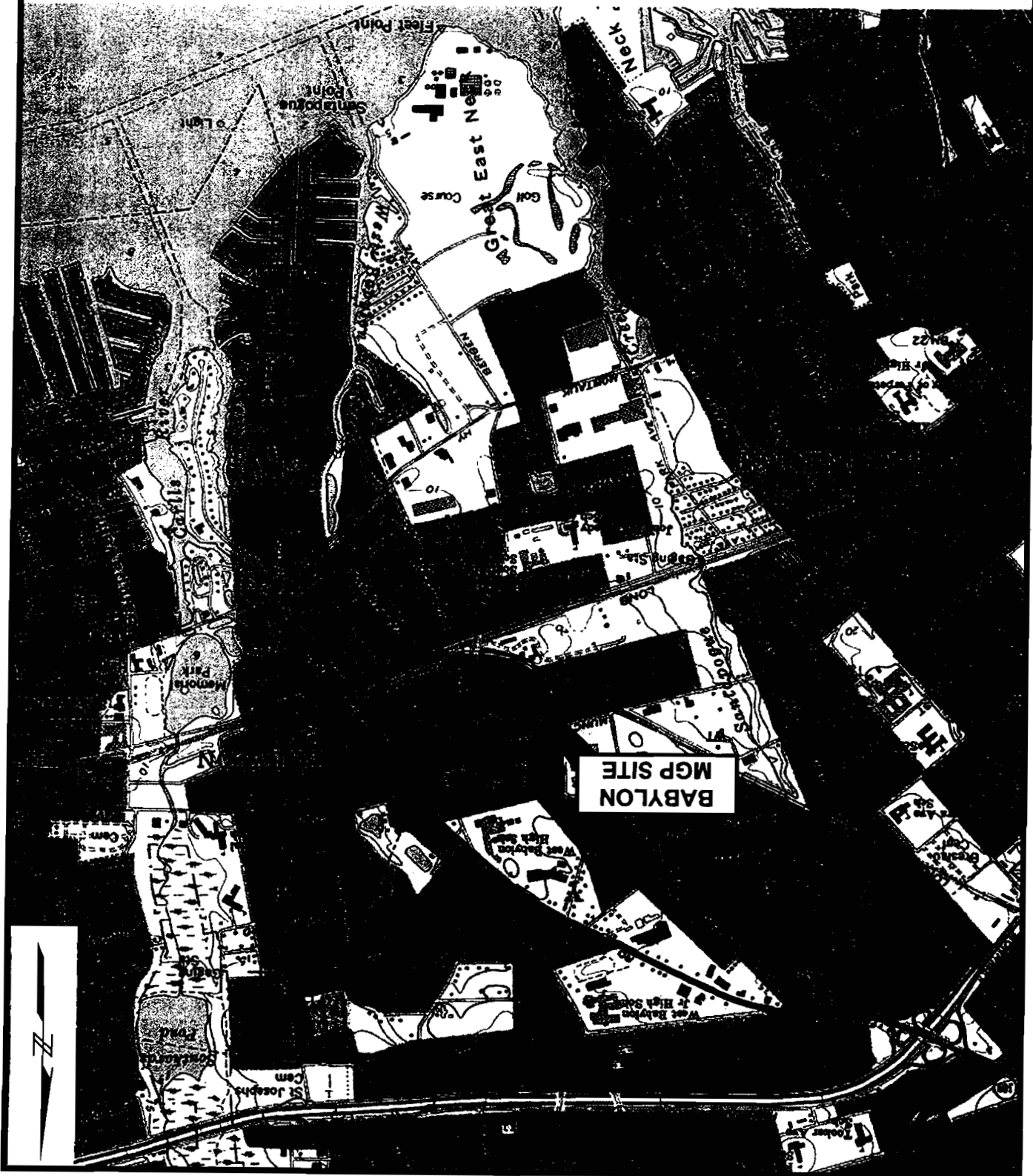
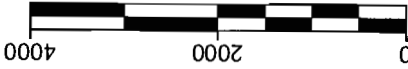
AUGUST 2004

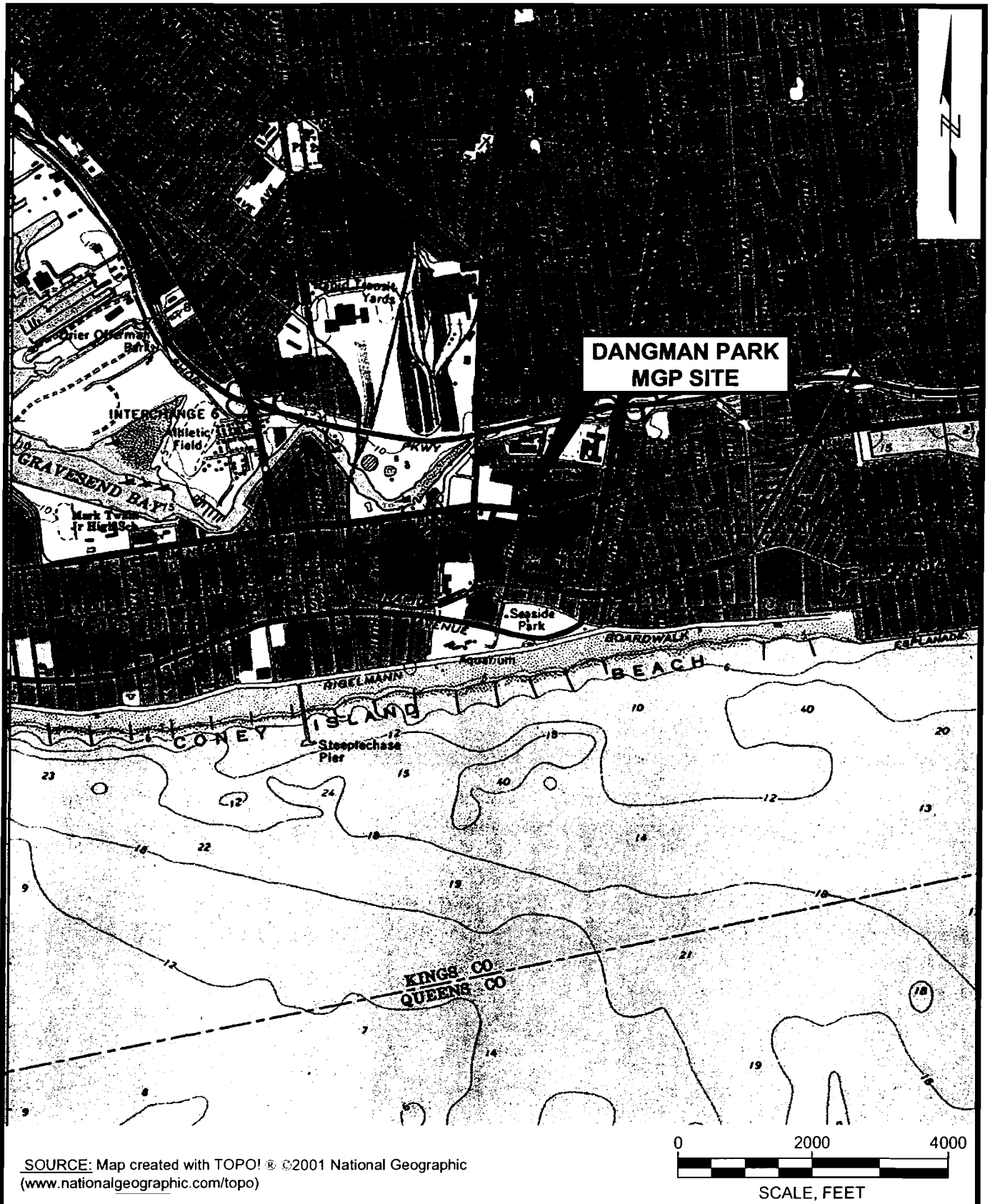
FIGURE 1

SITE LOCATION MAP

SOURCE: Map created with TOPOI © 2001 National Geographic
(www.nationalgeographic.com/topo)

SCALE, FEET





NYSDEC BCP APPLICATION
DANGMAN PARK MGP
BROOKLYN, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

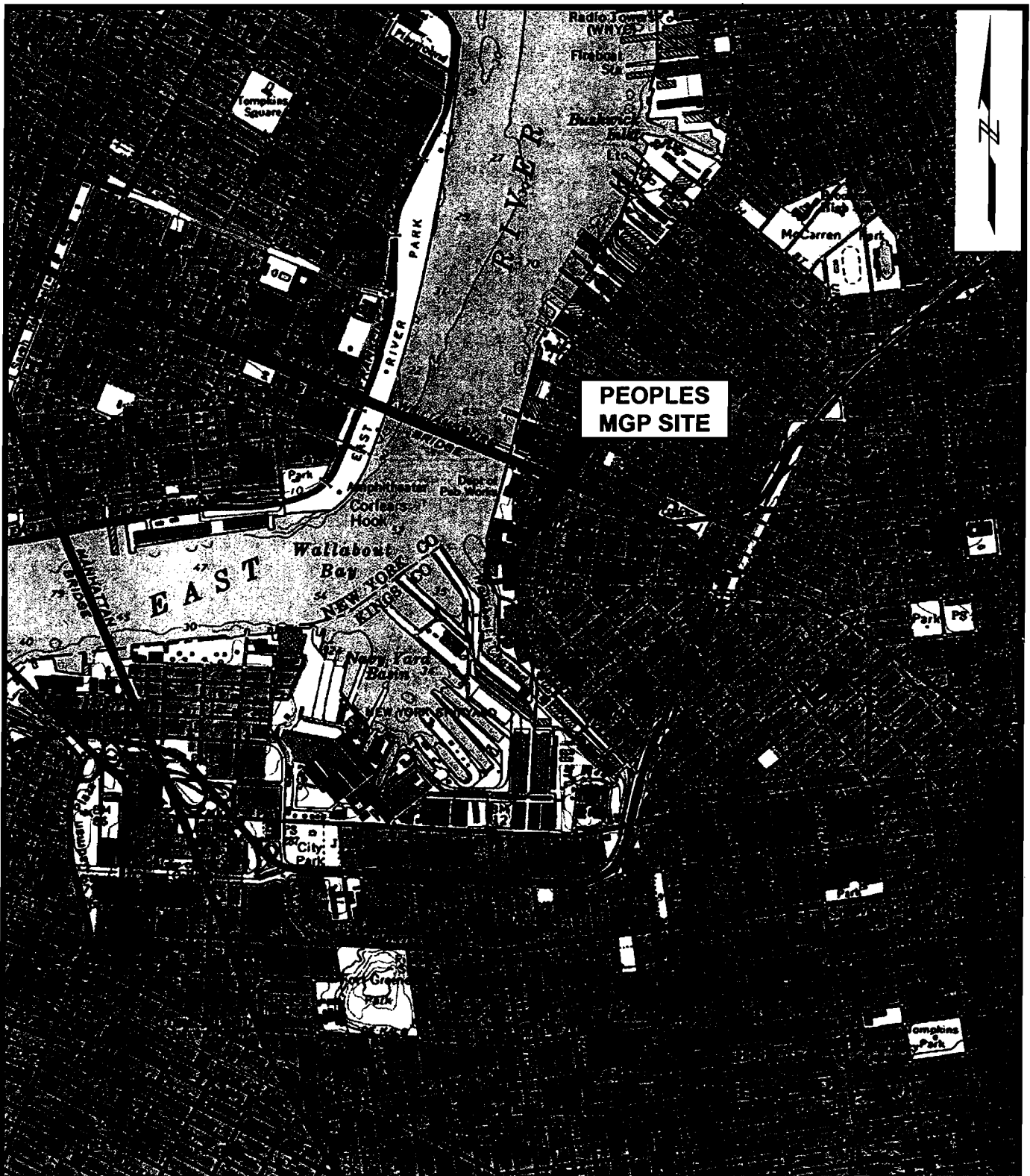


PROJECT 982482

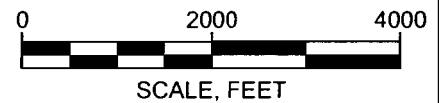
SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)



NYSDEC BCP APPLICATION
PEOPLES WORKS MGP
BROOKLYN, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

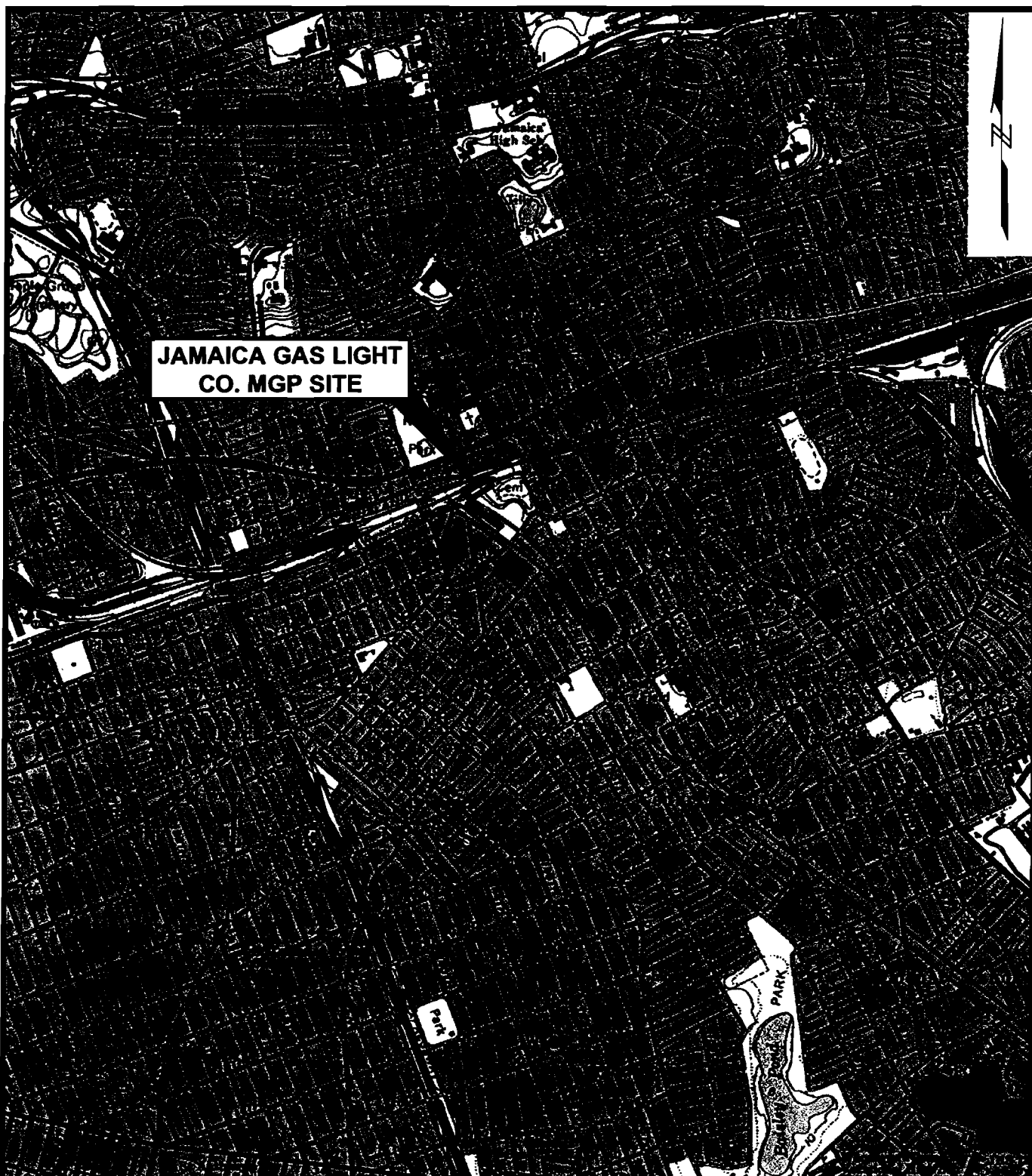


PROJECT 982482

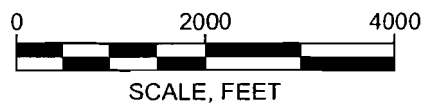
SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)



NYSDEC BCP APPLICATION
JAMAICA GAS LIGHT COMPANY MGP
JAMAICA, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

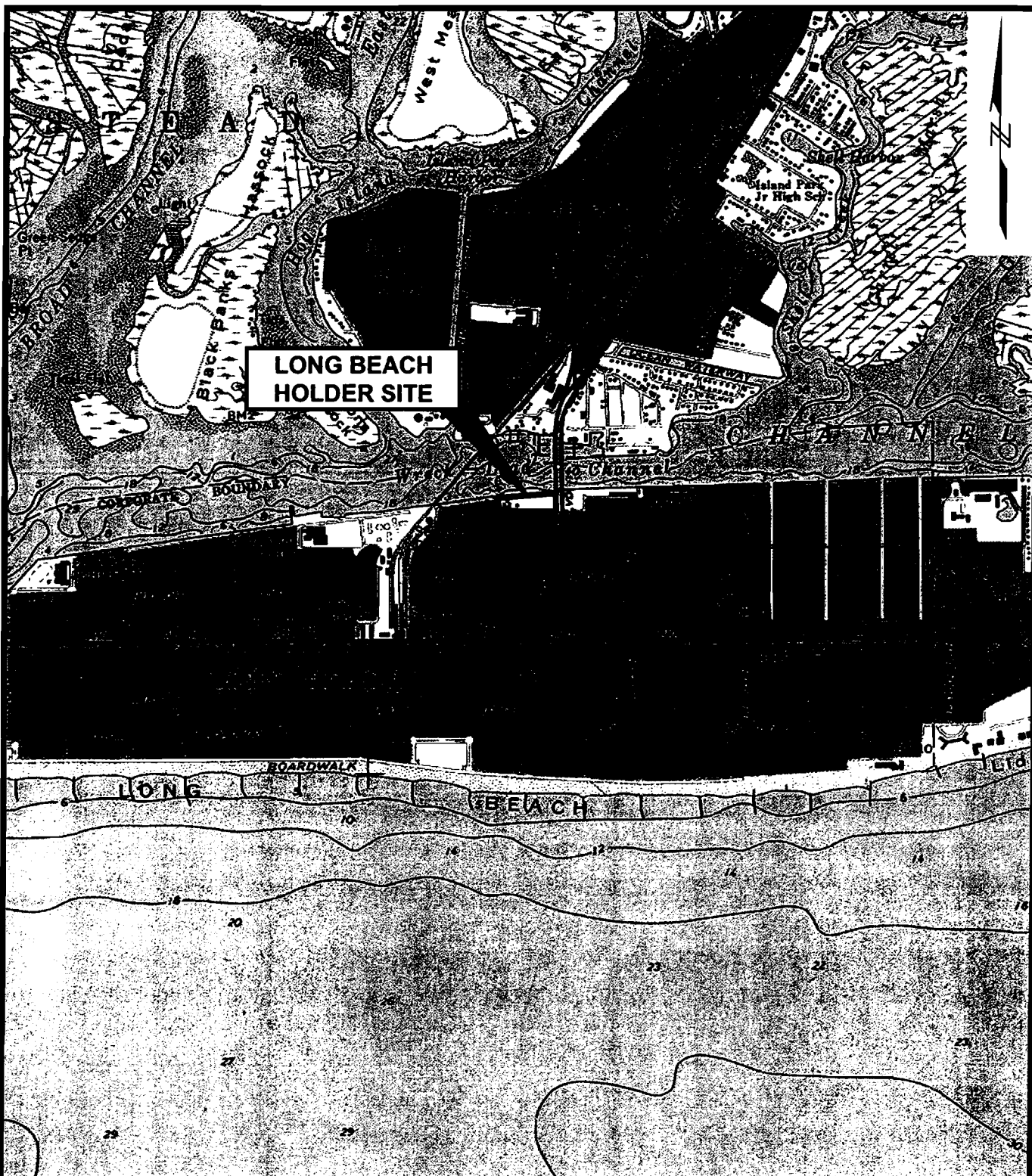


PROJECT 982482

SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)

0 2000 4000
SCALE, FEET

NYSDEC BCP APPLICATION
LONG BEACH HOLDER
LONG BEACH, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

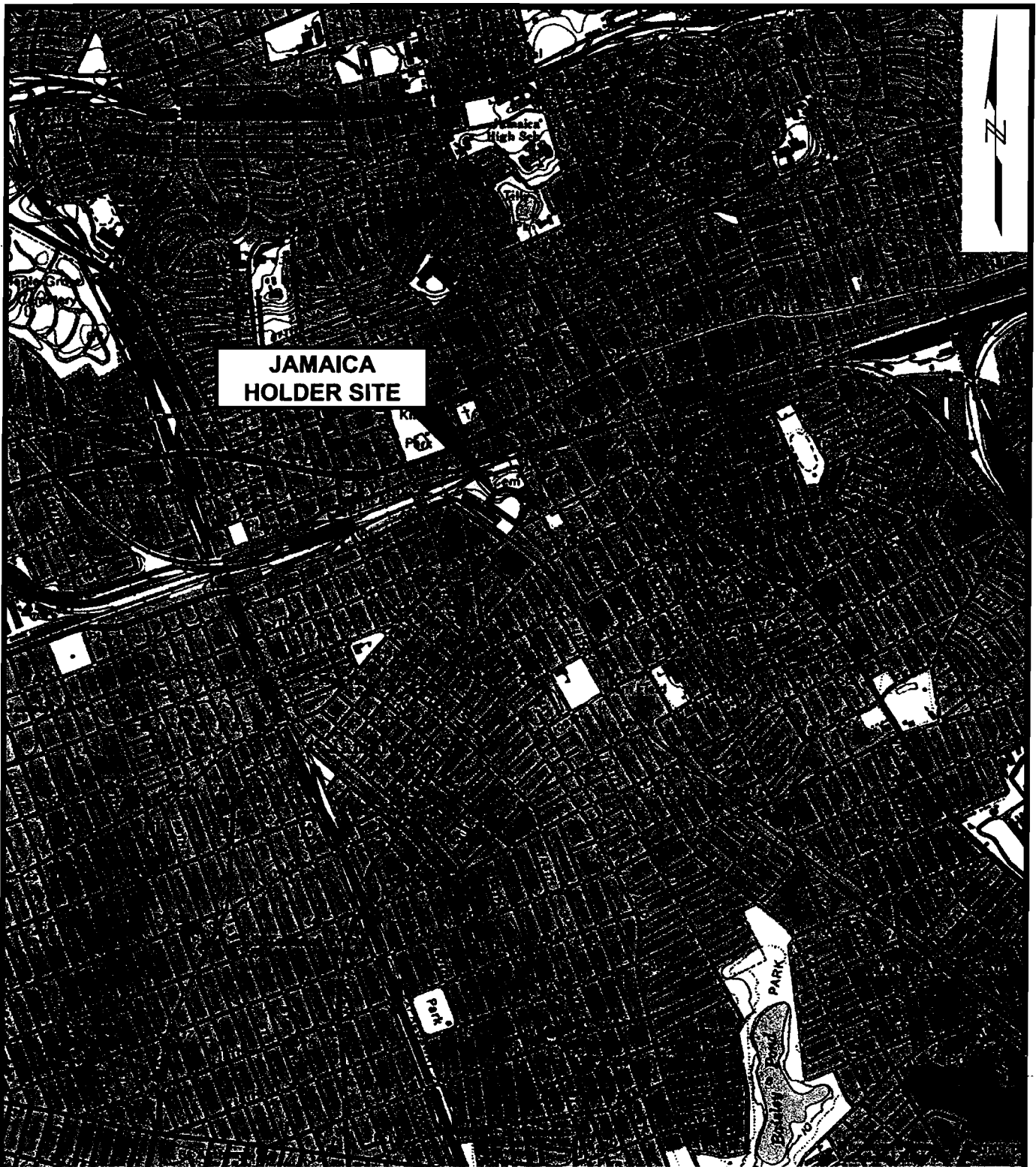


PROJECT 982482

SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)

0 2000 4000
SCALE, FEET

NYSDEC BCP APPLICATION
JAMAICA HOLDER STATION
JAMAICA, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

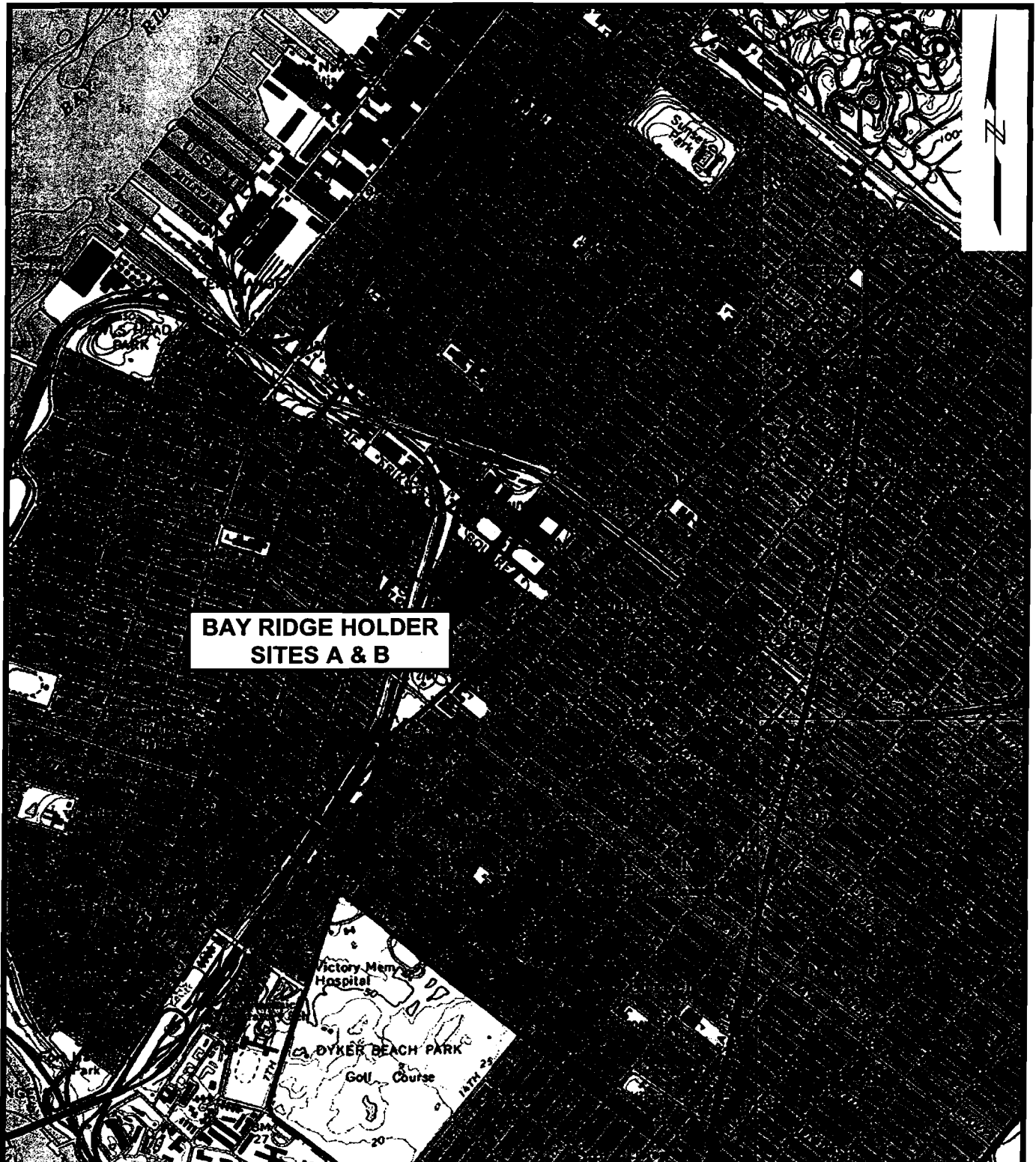


PROJECT 982482

SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)

0 2000 4000
SCALE, FEET

NYSDEC BCP APPLICATION
BAY RIDGE HOLDER STATIONS A & B
BROOKLYN, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK

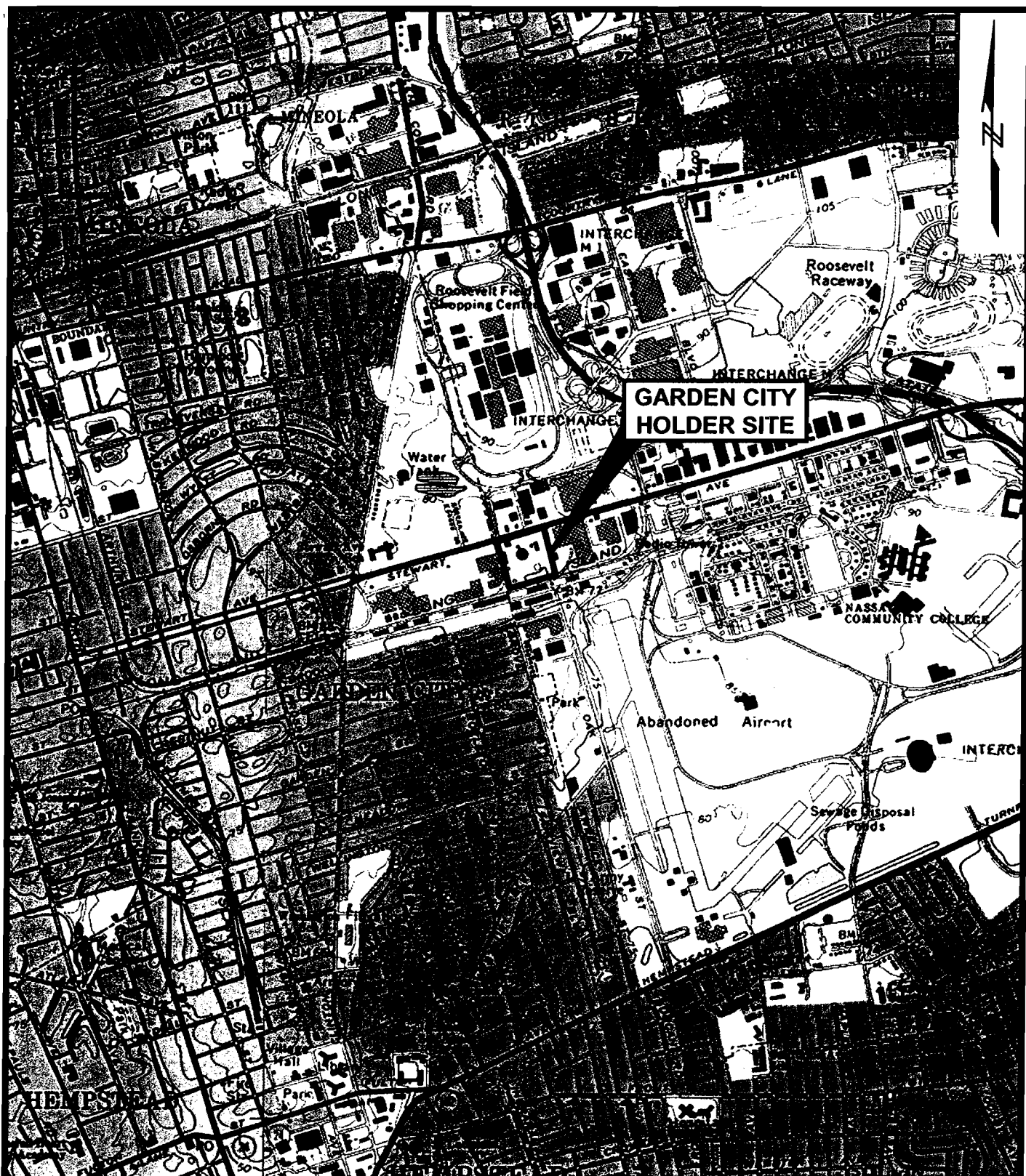


PROJECT 982482

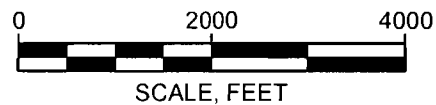
SITE LOCATION MAP

AUGUST 2004

FIGURE 1



SOURCE: Map created with TOPO!® ©2001 National Geographic
(www.nationalgeographic.com/topo)



NYSDEC BCP APPLICATION
GARDEN CITY (STEWART AVENUE) HOLDER
HEMPSTEAD, NEW YORK

KEYSPAN CORPORATION
BROOKLYN, NEW YORK



PROJECT 982482

SITE LOCATION MAP

AUGUST 2004

FIGURE 1

Exhibit "A" - Table 2
KeySpan MGP Related Sites
Subject to
Existing Orders and/or Agreements

A. Order on Consent # D2-001-94-12: Investigation and Interim Remedial Measures

Coney Island MGP Site

Site # 224026 (Class 2)

Neptune Avenue

Brooklyn, NY 11224

County: Kings

Status: ROD for OU-1 signed in March 2001. ROD for Coney Island Creek, OU-2, signed in March 2002. Phase I of OU-1 completed in 2004. Phase II of OU-1 and OU-2 expected to begin in 2006.

B. Order on Consent Index # D2-0001-98-04: Investigation and Remediation

Clifton MGP Site

Site # 243023

25 & 40 Willow Avenue

Staten Island, NY 10305

County: Richmond

Status: RI for 40 Willow parcel is complete - ROD issued in 2004. RI for 25 Willow Ave. parcel approved, PRAP issued 2006.

C. Order on Consent Index # D1-0001-98-11: Investigation and Remedial Response Program

Bay Shore MGP Site

Site # 152172

Clinton Avenue

Town of Islip, NY 11706

County: Suffolk

Status: Several rounds of investigation were completed and RI and Final RI Reports issued in 2002 and 2003. Site was subsequently segregated into four operable units. IRMs were completed or are in progress in OU-2, 3 and 4. (See Watchogue Creek below.) Regarding OU-1, a RAP was issued in 2004 and RAWP in 2005. Pre-design construction studies were conducted and the remedial design is in progress.

Hempstead MGP Site

Site # 130086

Intersection Street

Town of Hempstead NY 11530

County: Nassau

Status: Final RI was completed in 2005. The report is being finalized based on NYSDEC/NYSDOH comments.

Glen Cove MGP Site

Site # 130089

Stanco Street

City of Glen Cove, NY 11542

County: Nassau

Status: Initial phase of RI field work was completed in the summer of 2004. A supplemental investigation to further define the extent of site contamination was conducted in 2005/2006 and RI to be issued in 2006.

Halesite MGP Site

Site # 152173

40 New York Avenue

Town of Huntington, NY 11743

County: Suffolk

Status: Remedial Investigation was completed in 2004. Feasibility study to develop remedial alternatives was completed and RAP issued in 2006.

D. Order on Consent Index # D1-0002-98-11: Remedial Investigation/Feasibility Studies**Sag Harbor MGP Site**

Site # 152159 (Class 2)

Bridge Street

Town of Southampton, NY 11963

County: Suffolk

Status: The site was recently decommissioned as a natural gas distribution station. Completed investigations include a PSA (1995) and two phases RI (2002 and 2003). Supplemental data was collected and a report was generated in 2005. A PRAP and ROD were issued in 2006.

Rockaway Park MGP Site

Site # 241029 (Class 2)

Beach Channel Drive & Beach 108th Street

Queens, NY 11694

County: Queens

Status: Completed investigations include a PSA (1997) and two RIs (2002 and 2004). A ROD was issued for the site in October, 2004 and a design to implement that decision is currently being developed.

E. Order on Consent Index # D1-0001-99-05: Preliminary Site Assessment**Patchogue MGP Site**

Site # 152182

River Ave & West Main Street

Town of Brookhaven, NY 11772

County: Suffolk

Status: Field work for the investigation has been completed. MGP waste was observed in test pits. To be included in this Order & Settlement Agreement (see Table 1)

Far Rockaway MGP Site

Site # 241032

Beach 12th Street & Brunswick Avenue

Queens, NY 11691

County: Queens

Status: Originally started as a State Superfund Project, the site has been continued under a Consent Order signed by Keyspan in September of 1999. PSA Report, which indicated that further investigative work is necessary, has been reviewed by DEC and accepted. To be included in this Order & Settlement Agreement (see Table 1)

Clinton Road (Hempstead) MGP Site Site # 130106
Clinton Road
Town of Hempstead, NY County: Nassau
Status: No Further Action; PSA completed in 2003

Babylon MGP Site Site # 152181
Evergreen Street
Town of Babylon, NY County: Suffolk
Status: Originally started as a State Superfund Project, the site has been continued under a Consent Order signed by Keyspan Corp in September of 1999. PSA completed. To be included in this Order & Settlement Agreement (see Table 1)

Garden City MGP Site Site #: 130105
Hilton Avenue & 11th Street
Town of Hempstead, NY County: Nassau
Status: No Further Action; PSA completed in 2002.

- F. **Agreement Index # D1-0002-99-05:** Investigation Program for MGP & Petroleum Derived Waste

Watchogue Creek
Near Smith Avenue & Mechanicsville Road
Bay Shore, NY County: Suffolk
Status: Investigation conducted in 2000. Creek sediment removal/channel realignment completed as IRM under Bay Shore OU-4.

- G. **Voluntary Cleanup Agreement Index # R1-0001-01-01:** Remedial Response Program

Glenwood Landing Propane Plant and Compressor Station Site # V00351
Shore Road
Glenwood Landing, NY 11547 County: Nassau
Status: A VCA agreement was signed in March 2001. As part of the agreement, data from several previous investigations was accepted and a further RI commenced in March 2001. The investigations indicated that groundwater VOCs and soil hot spots for PCBs, SVOCs, and metals. RI completed in September 2001 - additional sampling and bench scale studies have continued. An RA of hot spot removal for Areas 1A, 2, and 3, cover of area 1B, and in-situ chemical oxidation for groundwater in Area 1 were proposed and accepted. Excavation work and capping were completed in January 2003 with approval pending additional information and the groundwater treatment. A bench scale treatability study for the ISCO is complete and final design of the injection is on-going.

H. **Voluntary Cleanup Agreement Index # A2-0460-0502: RI/FS**

Citizens Gas Works MGP Site
(Includes Hoyt Street Holder Station)
Corner of 5th Street & Smith Street
Brooklyn, NY 11218

Site # 224012 & V00360

County: Kings

Status: First phase of the RI was completed in spring 2003; second phase of the RI, initiated in December 2004, has been approved. Supplementary RI including off-site soil borings is currently underway.

I. **Voluntary Cleanup Agreement Index # W2-1062-05-03**

Greenpoint Energy Center
287 Maspeth Avenue
Brooklyn, NY 11211

Site #: V00631

County: Kings

Status: In August 2005, an IRM Completion Report was submitted for four non-contiguous parcels located within the larger Greenpoint Energy Center.

J. **Order on Consent and Administrative Settlement Index # A2-0523-0705: RI Program**

Gowanus Canal

Brooklyn, NY

County: Kings

Status: Related to Citizens Gas, Fulton Works and Metropolitan Works former MGP Sites. Off-site Remedial Investigation of Gowanus Canal underway.

K. **Voluntary Cleanup Agreement Index # D2-0002-99-10: Investigation and, if needed, Remediation**

Newtown Holder Station
78-01 57th Avenue
Elmhurst, NY 11373

Site #: V00406

County: Queens

Status: Remediated. Property donated to New York City to develop as a park and community center. KeySpan is negotiating with an adjacent property owner for easements/deed restrictions.

L. **Order on Consent Index # W2-1090-06-06**

Brooklyn Navy Yard
(Includes Nassau Works MGP Site as OU-2)
540 Kent Avenue
Brooklyn, NY 11205

Site #: 2-24-019A, OU-2

County: Kings

Status: Several preliminary characterization studies have been performed, and some interim remedial actions have been undertaken. Currently, the NYC Department of Sanitation is preparing a work plan to address the majority of the site (OU-1), while Keyspan is investigating the Coal Gasification portion of the site (OU-2).

M. **Voluntary Cleanup Agreement Index # R2-0330-98-01: In the Matter of the Implementation of a Response Program**

LILCO - Edgemere Substation

Site #: V00147

s/s Rockaway Beach Boulevard

w/o 52nd Street, Edgemere

Rockaway, NY

County: Queens

Status: The site is a retired LILCO electrical substation with various types of fill material including fill from former gas manufacturing facilities. Remediation completed. Awaiting comments from DEC on the soil vapor monitoring plan NYSDOH required be performed on an adjacent property.

Exhibit "A" - Table 3
Additional KeySpan
MGP Sites, Holder Stations & Hortonsphere Sites

| # | KeySpan Sites | Site # | Location | County |
|----|--|--------|---|--------|
| | MGP or Holder Sites | | | |
| 1 | Flatbush Holder Stations A & B | 224061 | Winthrop St., & Clarkson Ave. Brooklyn, NY 11226 | Kings |
| 2 | Fulton Municipal Works MGP & 3 rd Ave Holder Station | 224051 | Brooklyn, NY 11217 (near Gowanus Canal) | Kings |
| 3 | Metropolitan Works MGP Site | 224046 | 124-136 Second Avenue Brooklyn, NY 11215 (near Gowanus Canal) | Kings |
| 4 | Williamsburg Works MGP | 224055 | Kent Avenue Bet. N.11 & N.12 Street Brooklyn, NY 11211 | Kings |
| 5 | Inwood Holder Site & LP Cracking/Reformation | 130121 | Inwood, NY 11096 | Nassau |
| 6 | Wythe Ave (Berry Street) Holder Site | 224069 | No. 12 & 13 Berry St. Brooklyn, NY 11211 | Kings |
| 7 | Equity Works MGP Site | 224050 | Maspeth Avenue Brooklyn, NY 11211 | Kings |
| 8 | Greenpoint Mgp Site | 224052 | 287 Maspeth Avenue Brooklyn, NY 11211 | Kings |
| 9 | Kings County MGP Site | 224056 | 5400-5600 1st Avenue Brooklyn, NY 11220 | Kings |
| 10 | Belmont Holder Station | 224060 | 290 Belmont Avenue Brooklyn, NY 11207 | Kings |
| 11 | Brooklyn Gas Light Works MGP Site | 224048 | 1 Hudson Avenue Brooklyn, NY 11201 | Kings |
| 12 | Plymouth Street Holder Station | 224065 | 49 Gold Street Brooklyn, NY 11211 | Kings |
| 13 | Union Station (Citizens Branch) Holder Station | 224054 | 2940 Atlantic Avenue Brooklyn, NY 11207 | Kings |

Exhibit "A" - Table 3
Additional KeySpan
MGP Sites, Holder Stations & Hortonsphere Sites

| # | KeySpan Sites | Site # | Location | County |
|----|---|--------|---|---------|
| | MGP or Holder Sites (cont'd) | | | |
| 14 | Scholes Street Holder Station | 224067 | 338 & 350 Scholes St. & 154 Bogart Street Brooklyn, NY 11206 | Kings |
| 15 | Brooklyn MGP Site | | 61 st Street & New Utrecht Ave Brooklyn, NY | Kings |
| 16 | Saltaire, acetylene gas production | | Believed W/S Beacon Walk S/O Lighthouse Promenade Saltaire 11706 | Suffolk |
| 17 | Southold, acetylene gas production | | Believed W/S Hobart St & N/O Korn Rd | Suffolk |
| 18 | East Hampton, gasoline cracking | | Buells Lane East Hampton, NY | Suffolk |
| | | | | |
| | Former & Existing Hortonsphere Sites | | | |
| 19 | Bellmore | | Newbridge Rd/Grand Ave N/O LIRR, S of Substation | Nassau |
| 20 | East Hampton (active) | | S/S Railroad Ave btwn Race Lane & Fresno Pl East Hampton, NY 11937 | Suffolk |
| 21 | Lynbrook | | Ocean Ave & Merrick Rd | Nassau |
| 22 | Manhasset | | High Street | Nassau |
| 23 | Oyster Bay | | End of Willow Street | Nassau |
| 24 | Pinelawn/Farmingdale | | E/S Broadhollow Rd, N/O Conklin St & S/O LIRR ROW East Farmingdale, NY 11735 | Suffolk |

EXHIBIT "B"

Department-Approved Work Plan(s)

EXHIBIT "C"

Cost Summary

INTENTIONALLY LEFT BLANK

EXHIBIT "D"

NOTICE OF ORDER & SETTLEMENT AGREEMENT

_____ ("Respondent") is subject to an Order On Consent and Administrative Settlement (Index # _____) (the "Order & Settlement Agreement") issued by the Commissioner of the New York State Department of Environmental Conservation (the "Department" under Article 27, Title 13, and Article 71, Title 27 of the Environmental Conservation Law of the State of New York ("ECL") for a site located at _____, New York (the "Site").

*[The Site has been designated by the Department as an inactive hazardous waste disposal site, as that term is defined at ECL Section 27-1301.2, and has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site # _____. The Department has classified the Site as a Class "____" site pursuant to ECL Section 27-1305.4.b. This classification means that the Department has determined that the Site _____. The Site is more particularly described in the legal description that is attached hereto as Schedule "A."]***[Note: This paragraph can be changed, modified or deleted to set forth the status of the particular site.]**

The purpose of the Order & Settlement Agreement is to provide for the development and implementation of an inactive hazardous waste disposal site remedial program for the Site. The effective date of the Order & Settlement Agreement was _____. A copy of the Order & Settlement Agreement, as well as any and all Department-approved Work Plans under this Order & Settlement Agreement can be reviewed at the Department's _____ offices located at _____ by contacting _____.

This Notice of Order & Settlement Agreement is being filed with the _____ recording officer in accordance with Paragraph IX of the Order & Settlement Agreement to give all parties who may acquire any interest in the Site notice of this Order & Settlement Agreement.

-or-

At the request of Respondent, and in accordance with Respondent's responsibilities pursuant to Paragraph IX of the Order & Settlement Agreement, to give all parties who may acquire any interest in the Site notice of this Order & Settlement Agreement, this Notice of Order and Settlement Agreement is being filed with the _____ recording officer by _____, the fee Owner of the Site,

WHEREFORE, the undersigned has signed this Notice of Order & Settlement Agreement in compliance with the terms of the Order & Settlement Agreement.

Respondent (or Owner)

By: _____

Title: _____

Date: _____

STATE OF NEW YORK

) ss.:

COUNTY OF _____

On the _____ day of _____ in the year _____ before me, the undersigned, a notary public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public

Draft

Appendix "A"
(to Exhibit "D")
Map of the Property

EXHIBIT "E"

DRAFT

DRAFT

ENVIRONMENTAL EASEMENT

THIS INDENTURE made this ____ day of _____, 200 __, between Owner(s) _____ residing at (or having an office at) _____ (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("brownfield sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a brownfield site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and;

WHEREAS, Grantor, is the owner of real property located in the City/Town/Village of _____, _____ County, New York known and designated on the tax map of the _____ of _____ as tax map parcel number _____, section ____ block ____ lot____, being the same as that property conveyed to Grantor by deed on _____, and recorded in the Land Records of the _____ County Clerk at page _____, liber _____ of Deeds, comprised of approximately ____ acres, and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the " Controlled Property"); and;

Attach an adequate legal description of the property subject to the easement, or reference a recorded map. If the easement is on only a part of a parcel of land which is not subdivided into encumbered and unencumbered portions, a legal description needs to be

created by a survey bearing the seal and signature of a licensed land surveyor with reference to a metes and bounds description.

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of **Brownfield Cleanup Agreement Number** _____ /State Assistance Contract Number _____ /Order on Consent Number _____, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for

residential
commercial
industrial

use as long as the following long-term engineering controls are employed:

B. The Controlled Property may not be used for a higher level of use such as unrestricted/ residential / commercial use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

C. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

D. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory

Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized system tracking/ identification number and address correspondence to:

Division of Environmental Enforcement
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed

with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor's Name

By: _____

Title: _____

Date: _____

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY
THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through
the Department of Environmental Conservation

By: _____
Denise M. Sheehan, Commissioner

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

Draft

EXHIBIT "F"

RECORDS SEARCH REPORT

1. Detail all environmental data and information within Respondent's or Respondent's agents' or consultants' possession or control regarding environmental conditions at or emanating from the Site.

2. A comprehensive list of all existing relevant reports with titles, authors, and subject matter, as well as a description of the results of all previous investigations of the Site and of areas immediately surrounding the Site which are or might be affected by contamination at the Site, including all available topographic and property surveys, engineering studies, and aerial photographs.

3. A concise summary of information held by Respondent and Respondent's attorneys and consultants with respect to:

(i) a history and description of the Site, including the nature of operations;

(ii) the types, quantities, physical state, locations, methods, and dates of disposal or release of hazardous waste at or emanating from the Site;

(iii) a description of current Site security (i.e. fencing, posting, etc.); and

(iv) the names and addresses of all persons responsible for disposal of hazardous waste, including the dates of such disposal and any proof linking each such person responsible with the hazardous wastes identified.

EXHIBIT "G"

SC WORK PLAN REQUIREMENTS

The SC Work Plan shall include but not be limited to:

1. A chronological description of the anticipated SC activities together with a schedule for the performance of these activities.
2. A Sampling and Analysis Plan that shall include:
 - (i) A quality assurance project plan that describes the quality assurance and quality control protocols necessary to achieve the initial data quality objectives. This plan shall designate a data validation expert and must describe such individual's qualifications and experience;
 - (ii) A field sampling plan that defines sampling and data gathering methods in a manner consistent with the "Field Methods Compendium," OSWER Directive 9285.2-111 (draft June 1993), as supplemented by the Department; and
 - (iii) A health and safety plan to protect persons at and in the vicinity of the Site during the performance of the SC which shall be prepared in accordance with 29 CFR 1910 and all other applicable standards by a certified health and safety professional. Respondent shall add supplemental items to this plan necessary to ensure the health and safety of all persons at or in the vicinity of the Site during the performance of any work pursuant to this Order & Settlement Agreement.
3. The Work Plan shall incorporate all elements of an SC as set forth in Department technical and administrative guidance documents including, but not limited to, investigations of surface and subsurface soils, surface waters, ground water, and air.
4. The SC must be sufficiently comprehensive to allow the Department to determine whether a consequential amount of hazardous waste has been disposed at the Site and, if so, whether the contamination presents a significant threat to public health and/or the environment.

EXHIBIT "H"

RI/FS WORK PLAN REQUIREMENTS

The Investigation Work Plan shall include but not be limited to:

1. A chronological description of the anticipated RI/FS activities together with a schedule for the performance of these activities.
2. A Sampling and Analysis Plan that shall include:
 - (i) A quality assurance project plan that describes the quality assurance and quality control protocols necessary to achieve the initial data quality objectives. This plan shall designate a data validation expert and must describe such individual's qualifications and experience;
 - (ii) A field sampling plan that defines sampling and data gathering methods in a manner consistent with the "Field Methods Compendium," OSWER Directive 9285.2-11 (draft June 1993), as supplemented by the Department;
 - (iii) A health and safety plan to protect persons at and in the vicinity of the Site during the performance of the RI/FS which shall be prepared in accordance with 29 CFR 1910 and all other applicable standards by a certified health and safety professional. Respondent shall add supplemental items to this plan necessary to ensure the health and safety of all persons at or in the vicinity of the Site during the performance of any work pursuant to this Order & Settlement Agreement; and
 - (iv) A citizen participation plan that is, at a minimum, consistent with the Department's publication "Citizen Participation in New York's Hazardous Waste Site Remediation Program: A Guidebook," dated June 1998, any subsequent revisions thereto, and 6 NYCRR Part 375.
3. The Work Plan shall incorporate all elements of an RI/FS as set forth in CERCLA, as amended, the NCP, the USEPA guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated October 1988, and any subsequent revisions thereto in effect at the time the RI/FS Work Plan is submitted, and appropriate USEPA and Department technical and administrative guidance documents.
4. The Work Plan shall provide for an FS evaluating on-Site and off-Site remedial actions to restore the Site to pre-disposal conditions, to the extent feasible and authorized by law. At a minimum, alternatives shall evaluate the elimination or mitigation of all significant threats to the public health and to the environment presented by hazardous waste disposed at the Site through the proper application of scientific and engineering principals.

EXHIBIT "I"

IRM WORK PLAN REQUIREMENTS

The IRM Work Plan shall include, at a minimum, the following:

1. a summary of the data supporting the extent of the proposed IRM;
2. a chronological description of the anticipated IRM activities;
3. a schedule for performance of the IRM activities;
4. detailed documents and/or specifications prepared, signed, and sealed by a Professional Engineer providing sufficient detail to implement the Department-approved IRM, including, as appropriate, a description of soil and sediment erosion control, storm water management and monitoring, and dust, odor, and organic vapor control and monitoring procedures to be implemented during remedial activities, and a detailed description of confirmation sampling and site restoration plans;
5. a health and safety plan, including a community air monitoring plan;
6. a contingency plan, including a description of procedures for dismantling and removing remedial structures and equipment from the Site, if applicable;
7. a citizen participation plan, if required, that incorporates appropriate activities outlined in the Department's publication "Citizen Participation in New York's Hazardous Waste Site Remediation Program: A Guidebook," dated June 1998, any subsequent revisions thereto, and 6 NYCRR Part 375;
8. an OM&M Plan, if the performance of the Department-approved IRM results in a treatment system which is expected to operate for greater than 18 months. If the system will not operate for greater than 18 months, or if only monitoring is required, only a monitoring plan will be needed; and
9. a description of institutional controls to be implemented as well as written approval from the owner of the affected property if the remedy selected requires implementation of an institutional control at an off-Site location or if the person responsible for the remedy is not the Site owner.

EXHIBIT "J"

REMEDATION WORK PLAN REQUIREMENTS

The Remediation ("RD/RA") Work Plan shall include the following:

1. A detailed description of the remedial objectives and the means by which each element of the selected remedial alternative will be implemented to achieve those objectives, including, but not limited to:

- (i) the construction and operation of any structures;
- (ii) the collection, destruction, treatment, and/or disposal of hazardous wastes and substances and their constituents and degradation products, and of any soil or other materials contaminated thereby;
- (iii) the collection, destruction, treatment, and/or disposal of contaminated groundwater, leachate, and air;
- (iv) physical security and posting of the Site;
- (v) quality control and quality assurance procedures and protocols to be applied during implementation of the Remedial Construction; and
- (vi) monitoring which integrates needs which are present on-Site and off-Site during implementation of the Department-selected remedial alternative.

2. A schedule for submission of "Biddable Quality" documents for the Remedial Design including, but not limited to, documents and specifications prepared, signed, and sealed by a Professional Engineer. These plans shall satisfy all applicable local, state, and federal laws, rules, and regulations;

3. A time schedule to implement the Remedial Design;

4. The parameters, conditions, procedures, and protocols to determine the effectiveness of the Remedial Design, including a schedule for periodic sampling of all media of concern, including groundwater monitoring wells on-Site and off-Site;

5. A description of operation, maintenance, and monitoring activities to be undertaken after the Department has approved construction of the Remedial Design, including the number of years during which such activities will be performed (where appropriate) and a specific description of the criteria to be used to decide when operation of such activities may be discontinued.

6. A contingency plan to be implemented if any element of the Remedial Design fails to achieve any of its objectives or otherwise fails to protect human health or the environment;

7. A health and safety plan for the protection of persons at and in the vicinity of the Site during and after construction. This plan shall be prepared in accordance with 29 CFR 1910 by a certified health and safety professional; and

8. A citizen participation plan which incorporates appropriate activities outlined in the Department's publication "Citizen Participation in New York's Hazardous Waste Site Remediation Program: A Guidebook," dated June 1998, any subsequent revisions thereto, and 6 NYCRR Part 375.

EXHIBIT "K"

SM WORK PLAN REQUIREMENTS

The SM Work Plan shall provide for:

1. Operation and maintenance of engineering controls and/or treatment systems;
2. Maintenance of institutional controls, where applicable;
3. Yearly certification by a Professional Engineer of the continued effectiveness of any institutional and/or engineering controls, where applicable. The certification must identify the required controls and evaluate whether the controls should remain in place and effective for the protection of public health and/or the environment;
4. A monitoring plan which describes the measures for monitoring the performance and effectiveness of the remedy at the Site;
5. A contingency plan which describes procedures which may be required to protect and/or maintain the operation of the remedy in the event of an emergency, such as a fire, spill, tank or drum overflow or rupture, severe weather, or vandalism;
6. A health and safety plan and a list of records and references;
7. Monitoring and reporting of the performance and effectiveness of the remedy, both short and long-term, by:
 - (i) Assessing compliance with actual or equivalent discharge permit limits;
 - (ii) Assessing achievement of the remedial performance criteria; and,
 - (iii) Sampling and analysis of appropriate media.
8. A determination that the remedy is complete by demonstrating that the remedial action objectives have been achieved.

EXHIBIT "L"

RECORD OF DECISION

Glossary of Terms

The following terms shall have the following meanings:

“BPM Director”: the Director of the Bureau of Program Management within the Division of Environmental Remediation.

“CERCLA”: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.

“Day”: a calendar day. In computing any period of time under this Order & Settlement Agreement, where the last day would fall on a Saturday, Sunday or State holiday, the period shall run until the close of business of the next working day.

“Department”: the New York State Department of Environmental Conservation.

“Director”: the Division Director, Division of Environmental Remediation.

“ECL”: the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended.

“Feasibility Study” or “FS”: a study undertaken to develop and evaluate options for remedial action. The feasibility study emphasizes data analysis and is generally performed concurrently and in an interactive fashion with the remedial investigation, using data gathered during the remedial investigation. The term also refers to a report that describes the results of the study. (See 6 NYCRR Part 375)

“Force Majeure Event”: an event which is brought on as a result of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Respondent’s reasonable control.

“Inactive Hazardous Waste Disposal Site Remedial Program” or “Remedial Program”: activities undertaken to eliminate, remove, abate, control, or monitor existing health hazards, existing environmental hazards, potential health hazards, and/or potential environmental hazards in connection with the Site and all activities to manage wastes and contaminated materials at or removed from the Site. (See ECL 27-1301(3) and 6 NYCRR Part 375)

“Interim Remedial Measure” or “IRM”: a discrete set of activities, including removal activities, to address both emergency and non-emergency Site conditions, which can be undertaken without extensive investigation or evaluation, to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to the Site. (See 6 NYCRR Part 375)

“National Contingency Plan” or “NCP”: the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. 9605, and codified at 40 C.F.R. Part 300, and any amendments thereto.

“NL”: the Navigation Law, Chapter 37 of the Consolidated Laws of New York, as amended.

“OH&M”: the Office of Hearings and Mediation Services.

“Order & Settlement Agreement”: this Order on Consent and Administrative Settlement and all exhibits attached hereto.

“Professional Engineer”: an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

“Record of Decision” or “ROD”: the document reflecting the Department’s selection of a remedy relative to the Site or any Operable Unit thereof. The ROD shall be attached to and made enforceable under this Order & Settlement Agreement as Exhibit “L.”

“Remedial Action” or “RA”: those activities, except for OM&M, to be undertaken under this Order & Settlement Agreement to implement the ROD.

“Remedial Investigation” or “RI”: a process undertaken to determine the nature and extent of contamination. The remedial investigation emphasizes data collection and site characterization and generally is performed concurrently with the feasibility study. It includes sampling and monitoring, as necessary, and includes the gathering of sufficient information to determine the necessity for and the proposed extent of the program and to support the evaluation of proposed alternatives. (See 6 NYCRR Part 375)

“Site Characterization” or “SC”: a process undertaken to allow the Department to determine whether a consequential amount of hazardous waste has been disposed at a Site and, if so, whether the contamination presents a significant threat to public health and/or the environment.

“Site Management” or “SM”: the activities undertaken as the last phase of the remedial program at a site which continues until the remedial action objectives for the Site are met.

Site management is conducted in accordance with a site management plan, which identifies and implements the institutional and engineering controls required for a site, as well as any necessary monitoring and/or operation and maintenance of the remedy.

“Spill Fund”: the New York State Environmental Protection and Spill Compensation Fund as established by Article 12, Part Three of the NL.

“State Costs”: all the State’s response expenses related to this Site, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating, implementing, overseeing, administering, or enforcing this Order & Settlement Agreement, and any other response costs as defined under CERCLA. Approved agency fringe benefit and indirect cost rates will be applied.

“Termination Date”: the date that this Order & Settlement Agreement is terminated pursuant to Paragraph XIII.

“USEPA”: the United States Environmental Protection Agency.

Attachment I

Contact List Information

ATTACHMENT I

SECTION XI: CONTACT LIST INFORMATION

Item 1 – Chief Executive Officer and Planning Board

Chief Executive Officer

Mayor Eric Adams
City Hall
260 Broadway Avenue
New York, New York 10007

New York City Planning Commission

Dan Garodnick, Chair
Department of City Planning
120 Broadway, 31st Floor
New York, NY 10271

Borough of Brooklyn, Borough President

Antonio Reynoso
209 Joralemon Street
Brooklyn, NY 11201

Borough of Brooklyn, Department of City Planning

Winston Von Engel
120 Broadway, 31st Floor
New York, NY 10271

Item 2 - Residents, Owners, and Occupants, of the Property and Adjacent Properties

| Address/ Block and Lot | Owner/Mailing Address | Occupant/Mailing Address |
|---|--|--|
| 7 Skillman Street Block 1886, Lot 19 | Bedford Flushing Holding Corp. 760 Bedford Avenue, Brooklyn, NY, 11205 | Catering/banquet hall (Eden Palace) 7 Skillman Street Brooklyn, NY 11205 |
| 5 Skillman Street Block 1886, Lot 30 | Bedford Flushing Holding Corp. 760 Bedford Avenue, Brooklyn, NY, 11205 | Entrance to the Eden Palace banquet hall |

Adjacent properties include:

436 Flushing LLC

Block 1886, Lot 7508
436 Flushing Avenue
Brooklyn, NY 11205

Yeshivah Beis Leivy

Block 2262, Lot 36
433 Flushing Avenue
Brooklyn, NY 11205

Malchus B"Chesed

Block 1885, Lot 26
2 Skillman Street
Brooklyn, NY 11205

Bedford EMR Holdings LLC

Block 1886, Lot 7507
744 Flushing Avenue
Brooklyn, NY 11205

Bedford Roth Holding, LLC

Block 1886, Lot 36
430 Flushing Avenue
Brooklyn, NY 11205

Unavailable Owner

Block 2262, Lot 7505
429 Flushing Avenue
Brooklyn, NY 11205

762 Equities Corp

Block 1886, Lot 55
762 Bedford Avenue
Brooklyn, NY 11205

Lotus Residences LLC

Block 1885, Lot 15
Franklin Avenue
Brooklyn, NY 11205

Yeshivah Beis Leivy

Block 2262, Lot 34
437 Flushing Avenue
Brooklyn, NY 11205

27 Skillman Corp

Block 1886, Lot 14
37 Skillman Street
Brooklyn, NY 11205

Bedford Roth Holding, LLC

Block 1885, Lot 41
16 Skillman Street
Brooklyn, NY 11205

Item 3 - Local News Media

The Brooklyn Paper
One Metrotech Center, Third Floor
Brooklyn, NY 11201
718-260-2500

Brooklyn Daily Eagle
16 Court Street, Suite 2901
Brooklyn, NY, 11241
718-422-7410

Item 4 - Public Water Supply

The responsibility for supplying water in New York City is shared between the NYC Department of Environmental Protection (NYCDEP), the Municipal Water Finance Authority, and the New York City Water Board:

New York City Department of Environmental Protection

Rohit T. Aggarwala, Commissioner
59-17 Junction Boulevard
Flushing, NY 11373

New York City Municipal Water Finance Authority

255 Greenwich Street, 6th Floor
New York, NY 10007

New York City Water Board

Department of Environmental Protection
59-17 Junction Boulevard, 8th Floor
Flushing, NY 11373

Item 5 - Request for Contact

We are unaware of any requests for inclusion on the contact list.

Item 6 - Schools and Day Care Facilities

There are no schools or day care facilities located on the site. The following are schools or day care facilities located within ½ mile of the site:

Yeled V'Yalda Torah Day Care
(about 0.01 miles northwest of the site)
Naomi Auerbach, Director
12 Franklin Avenue,
Brooklyn, NY 11249
718-302-0905

Beth Chana School
(about 0.07 miles northeast of the site)
712 Bedford Avenue
Brooklyn, NY 11206
718-858-5267

Bnos Yakoy School For Girls
(about 0.07 miles north of the site)
David Oberlander, Principal
638 Bedford Avenue
Brooklyn, NY 11249
718-963-3940

Mosdos Krula
(about 0.14 miles southwest of the site)
799 Kent Avenue
Brooklyn, NY 11205
718-254-8005

Bnos Square Williamsburg
(about 0.16 miles south of the site)
80 Skillman Street
Brooklyn, NY 11205
718-797-9844

Boys School of Central UTA
(about 0.17 miles northwest of the site)
762 Wythe Avenue
Brooklyn, NY, 11249
718-797-2888

Cheeryos Daycare Williamsburg
(about 0.2 miles northwest of the site)
87 Rutledge Street
Brooklyn, NY 11249
718-842-8200

OWL Academy Early Intervention Program
(about 0.23 miles northeast of the site)
535 Flushing Avenue, Brooklyn,
NY 11205
929-800-2340

Little Beings/United Academy Inc. - Skillman
(about 0.24 miles south of the site)
232 Skillman Street,
Brooklyn, NY 11205
718-935-9848

Talmud Torah Tashbar
(about 0.24 miles southeast of the site)
128 Franklin Avenue
Brooklyn, NY 11205
718-636-1380

Little Munchkins Baby
(about 0.25 miles north of the site)
145 Rutledge Street,
Brooklyn, NY 11211
718-437-7261

Beautiful Garden Family Daycare LLC
(about 0.26 miles southeast of the site)
71 Nostrand Ave. #5C,
Brooklyn, NY 11206
347-489-0905

Kirindy Family Daycare & Wonderschool
(about 0.27 miles east of the site)
534 Flushing Ave #4B,
Brooklyn, NY 11206
917-933-8840

Kiddie Cove
(about 0.29 miles east of the site)
565 Flushing Avenue,
Brooklyn, NY 11206
718-633-6427

Beth Chana School and High School for Girls
(about 0.30 miles northwest of the site)
620 Bedford Avenue
Brooklyn, NY 11249
718-802-1613

United Academy Inc.
(about 0.30 miles northwest of the site)
45 Williamsburg Street W,
Brooklyn, NY 11249
718-935-9848

Williamsburg Infant and Early Childhood
Development Center, Inc.
(about 0.32 miles northeast of the site)
22 Middleton Street,
Brooklyn, NY 11206
718-303-9400

Toi's Tiny Tots
(about 0.34 miles south of the site)
185 Franklin Avenue,
Brooklyn, NY 11205
718 -484-3206

PS 380 John Wayne Elementary – K380
(about 0.35 miles northeast of the site)
Victoria Prinszano, Principal
370 Marcy Avenue
Brooklyn, NY 11206
718-388-0607

Girls School of Central UTA Williamsburg/United
Talmudic Academy – Central UTA
(about 0.37 miles north of the site)
84-88 Sandford Street,
Brooklyn, NY 11205
718-624-2819

The Hamaspik School
(about 0.38 miles south of the site)
Tzvi Wertheimer, Executive Director
926 Bedford Avenue
Brooklyn, NY 11205
718-408-5444

New York City Housing Authority's Marcy Day
Care Center
(about 0.39 miles east of the site)
494 Marcy Avenue,
Brooklyn, NY 11206
718-649-6400

P369K – The Coy L. Cox School/Francis Scott Key
Junior High School
(about 0.41 miles southwest of the site)
300 Willoughby Avenue
Brooklyn, NY 11205
718-230-4087

K071 – Juan Morel Campos Secondary School
(about 0.43 miles northeast of the site)
Esther Shali-Ogli, Principal
215 Heyward Street
Brooklyn, NY 11206
718-302-7900

P.S. 54 0 Samuel C Barnes Elementary School
(about 0.46 miles southeast of the site)
Emma Velazquez, Principal
195 Sandford Street,
Brooklyn, NY 11205
718-834-6752

Our Children Leaders of Tomorrow
(about 0.37 miles southwest of the site)
756 Myrtle Ave
Brooklyn, NY 11206
718-643-8201

Bnos Chayil
(about 0.37 miles northwest of the site)
712 Wythe Avenue,
Brooklyn, NY 11249
718-403-0185

Satmar United Talmudical Academy
(about 0.38 miles north of the site)
590 Bedford Avenue,
Brooklyn, NY 11211
718-486-0879

Viewpoint Academy of Art and Technology
(about 0.39 miles southeast of the site)
178 Walworth Street, Suite 412
Brooklyn, NY 11205
718-766-7177

Celina's Day Care
(about 0.43 miles southwest of the site)
272 Willoughby Ave Apt 1N
Brooklyn, NY 11205
718-541-1741

Simcha Tots Daycare
(about 0.45 miles southeast of the site)
808 Myrtle Avenue,
Brooklyn, NY 11206
718-596-3632

P.S. 054 Samuel C. Barnes – K054
(about 0.46 miles southeast of the site)
Emma Velazquez, Principal
195 Sandford Street
Brooklyn, NY 11205
718-834-6752

Brooklyn High School for Leadership And
Community Service
(about 0.47 miles southwest of the site)
Georgia Kouriampalis, Principal
300 Willoughby Avenue
Brooklyn, NY 11205
718-638-3062

P.S. K141
(about 0.48 miles southeast of the site)
Michele Thonton Mannix, Principal
195 Sandford Street
Brooklyn, NY, 11226
718-941-0320

PS 297 – The Abraham Stockton Community
School
(about 0.5 miles east of the site)
James Brown, Principal
700 Park Avenue
Brooklyn, NY 11206
718-388-4581

Success Academy Bed-Stuy Middle School/P.S
368
(about 0.5 miles southeast of site)
Jess Joseph, Principal
70 Tompkins Avenue
Brooklyn, NY 11206
718-635-3296

Item 7 - Document Repository

Acknowledgements from the sources below that they agree to act as a document repository for documents generated under the BCP Program are attached:

Brooklyn Community Board 3

Henry L. Butler - District Manager
Restoration Plaza
1360 Fulton Street, 2nd Floor
Brooklyn, NY 11216
718-622-6601

Brooklyn Public Library – Marcy Branch

Marcia McGibbon, Managing Librarian
617 DeKalb Avenue
Brooklyn, NY 11216
718-935-0032

January 13, 2023


Marcia McGibbon
Brooklyn Public Library – Marcy Branch
617 DeKalb Avenue
Brooklyn, NY 11216
(718) 935-0032

**Re: Brownfield Cleanup Program Application
7 Skillman Street
7 Skillman Street (Block 1886, Lots 19, 30, 36, and 38)
Brooklyn, NY 11205**

Ms. McGibbon:

We represent Bedford Roth Holding, LLC in their anticipated New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) application for the above-referenced development in Brooklyn, New York. It is a NYSDEC requirement that we supply them a letter certifying that the local library is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. Please sign below if you are able to certify that your library would be willing and able to act as the public repository for this BCP project.

Sincerely,
**Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.**



Albert Tashji, P.E.
Project Manager

Yes, the Brooklyn Public Library – Marcy Branch is willing and able to act as a public repository on behalf of Bedford Roth Holding, LLC in their cleanup of the 7 Skillman Street project under the NYSDEC BCP.

Marcia McGibbon
(Name)

1/14/23
(Date)

Branch Manager
(Title)

January 13, 2023

Henry L. Butler – District Manager
Brooklyn Community Board 3
Restoration Plaza
1360 Fulton Street, 2nd Floor
Brooklyn, NY 11216
(718) 622-6601

**RE: Brownfield Cleanup Program Application
7 Skillman Street
7 Skillman Street (Block 1886, Lots 19, 30, 36, and 38)
Brooklyn, New York 11205**

To Mr. Butler:

We represent Bedford Roth Holding, LLC for their anticipated New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) application for the above-referenced development project in Brooklyn, New York. It is a NYSDEC requirement that we supply them a letter certifying that the local community board is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. Please sign below and return if you are able to certify that your community board will be willing and able to act as the temporary public repository for this BCP project.

Sincerely,

**Langan Engineering, Environmental, Surveying, Landscape
Architecture and Geology, D.P.C.**



Albert Tashji, P.E.
Project Manager

Yes, the Brooklyn Community Board 3 is willing and able to act as a public repository on behalf of Bedford Roth Holding, LLC in the cleanup of the 7 Skillman Street project under the NYSDEC BCP.

Henry Butler

(Name)

District Manager

(Title)

1/17/23

(Date)