

August 12, 2016

**NYS BROWNFIELD
CLEAN-UP PROGRAM
APPLICATION**

Submitted by:

Ebenezer Plaza Owner LLC

456 E. 173rd Street

Bronx, NY 10457

(718)299-7000

pprocida@procidacompanies.com

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BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

DEC requires an application to request major changes to the description of the property set forth in a Brownfield Cleanup Agreement, or "BCA" (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). Such application must be submitted and processed in the same manner as the original application, including the required public comment period. **Is this an application to amend an existing BCA?**

☐ Yes

☒ No

If yes, provide existing site number: _____

PART A (note: application is separated into Parts A and B for DEC review purposes) **BCP App Rev 5**

Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY
BCP SITE #:

NAME Ebenezer Plaza Owner LLC

ADDRESS 456 E. 173rd Street

CITY/TOWN Bronx

ZIP CODE 10457

PHONE 718-299-7000x211

FAX (718)716-9054

E-MAIL pprocida@procidacompanies.com

Is the requestor authorized to conduct business in New York State (NYS)?

☒ Yes ☐ No

- If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the [NYS Department of State's Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to the New York State Department of Environmental Conservation (DEC) with the application, to document that the requestor is authorized to do business in NYS.

Do all individuals that will be certifying documents meet the requirements detailed below? ☒ Yes ☐ No

- Individuals that will be certifying BCP documents, as well as their employers, 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. **Documents that are not properly certified will be not approved under the BCP.**

Section II. Project Description

1. What stage is the project starting at?

☒ Investigation

☐ Remediation

2. If the project is starting at the remediation stage, a Remedial Investigation Report (RIR), Alternatives Analysis, and Remedial Work Plan must be attached (see [DER-10 / Technical Guidance for Site Investigation and Remediation](#) for further guidance).

3. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): ☐ Yes ☐ No

4. Please attach a short description of the overall development project, including:

- the date that the remedial program is to start; and
- the date the Certificate of Completion is anticipated.

Section III. Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish contamination of environmental media on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the property.

To the extent that existing information/studies/reports are available to the requestor, please attach the following (**please submit the information requested in this section in electronic format only**):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903).

2. **SAMPLING DATA: INDICATE KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. LABORATORY REPORTS SHOULD BE REFERENCED AND COPIES INCLUDED.**

Contaminant Category	Soil	Groundwater	Soil Gas
Petroleum		X	
Chlorinated Solvents		X	
Other VOCs			
SVOCs			
Metals	X		
Pesticides			
PCBs			
Other*			

*Please describe: see attached

3. **FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:**

- **SAMPLE LOCATION**
- **DATE OF SAMPLING EVENT**
- **KEY CONTAMINANTS AND CONCENTRATION DETECTED**
- **FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE**
- **FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5**
- **FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX**

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED.

ARE THE REQUIRED MAPS INCLUDED WITH THE APPLICATION?*

(*answering No will result in an incomplete application)

☒ Yes ☐ No

4. **INDICATE PAST LAND USES (CHECK ALL THAT APPLY):**

- | | | | |
|---|--|---|--|
| ☐ Coal Gas Manufacturing | ☐ Manufacturing | ☐ Agricultural Co-op | ☐ Dry Cleaner |
| ☐ Salvage Yard | ☐ Bulk Plant | ☐ Pipeline | ☐ Service Station |
| ☐ Landfill | ☐ Tannery | ☐ Electroplating | ☐ Unknown |

Other: auto wrecking, auto repair garages, and retail storefronts

Section IV. Property Information - See Instructions for Further Guidance				
PROPOSED SITE NAME Ebenezer Plaza 2				
ADDRESS/LOCATION 68-78 New Lots Ave				
CITY/TOWN Brooklyn		ZIP CODE 11212		
MUNICIPALITY(IF MORE THAN ONE, LIST ALL): New York City				
COUNTY Kings		SITE SIZE (ACRES) 0.83		
LATITUDE (degrees/minutes/seconds) 40 ° 39 ' 26.3 "		LONGITUDE (degrees/minutes/seconds) 73 ° 54 ' 4.08 "		
COMPLETE TAX MAP INFORMATION FOR ALL TAX PARCELS INCLUDED WITHIN THE PROPERTY BOUNDARIES. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.				
Parcel Address		Section No.	Block No.	Lot No. Acreage
68-78 New Lots Ave			3861	6 0.37
257 Hegeman Ave			3861	1 0.46
1. Do the proposed site boundaries correspond to tax map metes and bounds? ☒ Yes ☐ No If no, please attach a metes and bounds description of the property.				
2. Is the required property map attached to the application? ☒ Yes ☐ No (application will not be processed without map)				
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) Yes ☒ No ☐ If yes, identify census tract : 920 Percentage of property in En-zone (check one): ☐ 0-49% ☐ 50-99% ☒ 100%				
4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? ☒ Yes ☐ No If yes, identify name of properties (and site numbers if available) in related BCP applications: Ebenezer 1: Block 3862 Lots 1, 23, 24, 25 & 26				
5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application? ☐ Yes ☒ No				
6. 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? ☐ Yes ☒ No If yes, attach relevant supporting documentation.				
7. Are there any lands under water? ☐ Yes ☒ No If yes, these lands should be clearly delineated on the site map.				

Section IV. Property Information (continued)

8. Are there any easements or existing rights of way that would preclude remediation in these areas?
If yes, identify here and attach appropriate information. ☐ Yes ☒ No

Easement/Right-of-way Holder

Description

9. List of Permits issued by the DEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

To the best of our knowledge, there are no currently active permits associated with this site. Potential operational permits of individual former tenants are unknown.

10. Property Description and Environmental Assessment – **please refer to application instructions for the proper format of each narrative requested.**

Are the Property Description and Environmental Assessment narratives included in the **prescribed format**?

☒ Yes ☐ No

11. For sites located within the five counties comprising New York City, is the requestor seeking a determination that the site is eligible for tangible property tax credits?

If yes, requestor must answer questions on the supplement at the end of this form.

☒ Yes ☐ No

12. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?

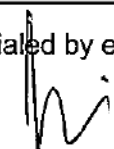
☐ Yes ☒ No

13. If you have answered Yes to Question 12, 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?

☐ Yes ☐ No

If this determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion, using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: _____ 

BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)

Section V. Additional Requestor Information See Instructions for Further Guidance		DEC USE ONLY BCP SITE NAME: _____ BCP SITE #: _____	
NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE Mario Procida			
ADDRESS 456 E. 173rd Street			
CITY/TOWN Bronx		ZIP CODE 10457	
PHONE 718-299-7000x211	FAX 718-716-9054	E-MAIL pprocida@procidacompanies.com	
NAME OF REQUESTOR'S CONSULTANT The Chazen Companies (Kevin McGrath)			
ADDRESS 547 River Street			
CITY/TOWN Troy		ZIP CODE 12180	
PHONE 518-273-0055	FAX	E-MAIL kmcgrath@chazencompanies.com	
NAME OF REQUESTOR'S ATTORNEY Young & Sommer LLC (Dean Sommer)			
ADDRESS 5 Palisades Drive			
CITY/TOWN Albany		ZIP CODE 12205	
PHONE 518-438-9907x236	FAX 518-438-9914	E-MAIL dsommer@youngsommer.com	
Section VI. Current Property Owner/Operator Information – if not a Requestor			
CURRENT OWNER'S NAME Ebenezer Plaza Owner LLC		OWNERSHIP START DATE: 4/29/16	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
CURRENT OPERATOR'S NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER. PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".			
Section VII. Requestor Eligibility Information (Please refer to ECL § 27-1407)			
If answering "yes" to any of the following questions, please provide an explanation as an attachment.			
1. Are any enforcement actions pending against the requestor regarding this site?		☐ Yes ☒ No	
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?		☐ Yes ☒ No	
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.		☐ Yes ☒ No	

Section VII. Requestor Eligibility Information (continued)

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, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☒ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, DEC assigned site number, the reason for denial, and other relevant information. ☐ Yes ☒ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☒ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☒ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to DEC? ☐ Yes ☒ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9 (f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☒ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☒ No
11. Are there any unregistered bulk storage tanks on-site? ☐ Yes ☒ No

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

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

☒ VOLUNTEER

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

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

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

Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

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

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?

☐ Yes ☐ No

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

Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment. ☐ Yes ☒ No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305? ☐ Yes ☒ No
If yes, please provide: Site # _____ Class # _____
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? ☐ Yes ☒ No
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____
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? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation. ☐ Yes ☐ No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? ☐ Yes ☒ No
If yes, please provide: Order # _____
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? ☐ Yes ☒ No
If yes, please provide explanation as an attachment.

Section IX. Contact List Information

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 addresses of the following:

1. The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
2. Residents, owners, and occupants of the property and properties adjacent to the property.
3. Local news media from which the community typically obtains information.
4. The public water supplier which services the area in which the property is located.
5. Any person who has requested to be placed on the contact list.
6. The administrator of any school or day care facility located on or near the property.
7. The location of a document repository for the project (e.g., local library). In addition, attach a copy of an acknowledgement from the repository indicating that it agrees to act as the document repository for the property.
8. Any community board located in a city with a population of one million or more, if the proposed site is located within such community board's boundaries.

Section X. Land Use Factors

1. What is the current zoning for the site? What uses are allowed by the current zoning?

☐ Residential ☒ Commercial ☒ Industrial

If zoning change is imminent, please provide documentation from the appropriate zoning authority.

2. Current Use: ☐ Residential ☒ Commercial ☒ Industrial ☐ Vacant ☐ Recreational (check all that apply)

Attach 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.

3. Reasonably anticipated use Post Remediation: ☒ Residential ☐ Commercial ☐ Industrial (check all that apply) **Attach a statement detailing the specific proposed use.**

If residential, does it qualify as single family housing?

☐ Yes ☒ No

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

☒ Yes ☐ No

5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.

☐ Yes ☒ No

Ebenezer Plaza Owner LLC ("EPO") is currently working with The New York City Department of City Planning ("DCP") to rezone the property from a M-1 zone to a mix of R7A and R7D with a C2-4 overlay. EPO intends to develop approximately 500 units of affordable housing once the zone change has been completed. EPO intends to develop the housing with the support of NYC HPD and NYC HDC. EPO is in the process of obtaining its certification to begin a ULURP. EPO has briefed the Community Board, Council Member and Borough President on the rezoning and project and believes that EPO is well positioned to receive the zone change approval in early 2017.

6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.

☒ Yes ☐ No

The immediate area in which EPO will be developing affordable housing does not have a master plan with which it is associated. However, Mayor De Blasio recently completed the rezoning of a large patch of industrial land to residential zoning in East New York. The rezoning EPO has proposed is consistent with the Mayor's plan of developing affordable housing in undeserved neighborhoods in New York City.

XI. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I acknowledge and agree to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. 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 Manager (title) of Ebenezer Plaza Owner LLC (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree to execute a BCA within 60 days of the date of DEC's approval letter. I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Date: 8.08.16

Signature: _____

Print Name: Mario Procida

SUBMITTAL INFORMATION:

- **Two (2)** copies, one paper copy with original signatures and one electronic copy in Portable Document Format (PDF), must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway
 - Albany, NY 12233-7020

FOR DEC USE ONLY

BCP SITE T&A CODE: _____ LEAD OFFICE: _____

Supplemental Questions 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.

BCP App Rev 5

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	☒ Yes ☐ No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	☒ Yes ☐ No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)? Please see DEC's website for more information.	
☒ Yes ☐ No	
2. Is the property upside down or underutilized as defined below?	Upside Down? ☐ Yes ☒ No
	Underutilized? ☐ Yes ☒ No
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(l) as of July 1, 2015: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)	
(l) "Underutilized" means, as of the date of application, real property: (1) on which a building or buildings, can be certified by the municipality in which the site is located, to have for at least five years used no more than fifty percent of the permissible floor area under the applicable base zoning immediately prior to the application which has been in effect for at least five years; (2) at which the proposed development is solely for a use other than residential or restricted residential; (3) which could not be developed without substantial government assistance, as certified by the municipality in which the site is located; and (4) which is subject to one or more of the following conditions, as certified by the municipal department responsible for such determinations of the municipality in which the site is located: (i) property tax payments have been in arrears for at least five years immediately prior to the application; (ii) contains a building that is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (iii) the proposed use is in whole or in substantial part for industrial uses. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, or land purchase cost exemption or waiver, from a governmental entity; or for properties to be developed in whole or in part for industrial uses, a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or a tax credit, from a governmental entity, or a low-cost loan from an industrial fund managed by the municipality and partner financial institutions.	

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City (continued)

3. Is the project an affordable housing project as defined below?

☒ Yes ☐ No

From 6 NYCRR 375- 3.2(a) as of July 1, 2015:

(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, that defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.

(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, that sets affordable units aside for tenants 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.

BCP Application Summary (for DEC use only)

Site Name: Ebenezer Plaza 2

City: Brooklyn

Site Address: 68-78 New Lots Ave

County: Kings

Zip: 11212

Tax Block & Lot

Section (if applicable):

Block: 3861

Lot: 6

Requestor Name: Ebenezer Plaza Owner LLC

City: Bronx

Requestor Address: 456 E. 173rd Street

Zip: 10457

Email: pprocida@procidacompanies.com

Requestor's Representative (for billing purposes)

Name: Mario Procida

Address: 456 E. 173rd Street

City: Bronx

Zip: 10457

Email: pprocida@procidacompanies.com

Requestor's Attorney

Name: Young & Sommer LLC (Dean Sommer) **Address:** 5 Palisades Drive

City: Albany

Zip: 12205

Email: dsommer@youngsommer.com

Requestor's Consultant

Name: The Chazen Companies (Kevin McGrath) **Address:** 547 River Street

City: Troy

Zip: 12180

Email: kmcgrath@chazencompanies.com

Percentage of site within an En-Zone: ☐ 0% ☐ <50% ☐ 50-99% ☒ 100%

Requestor's Requested Status: ☒ Volunteer ☐ Participant

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM (BCP)
INSTRUCTIONS FOR COMPLETING A BCP APPLICATION**

The New York State Department of Environmental Conservation (DEC) strongly encourages all applicants to schedule a pre-application meeting with DEC staff to review the benefits, requirements, and procedures for completing a project in the BCP. Contact your [Regional office](#) to schedule a meeting. To add a party to an existing BCP Agreement and/or Application, use the [BCP Agreement Amendment Application](#). **See guidance at the end of these instructions regarding the determination of a complete application.**

SECTION I REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear exactly as given in the [NYS Department of State's Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to DEC with the application, to document that the requestor is authorized to do business in NYS.

Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address.

Document Certification

All documents, which are prepared in final form for submission to DEC for approval, are to be prepared and certified in accordance with Section 1.5 of [DER-10](#). Persons preparing and certifying the various work plans and reports identified in Section 1.5 include:

- New York State licensed professional engineers (PEs), as defined at 6 NYCRR 375-1.2(aj) and paragraph 1.3(b)47. Engineering documents must be certified by a PE with current license and registration for work that was done by them or those under their direct supervision. The firm by which the PE is employed must also be authorized to practice engineering in New York State;
- qualified environmental professionals as defined at 6 NYCRR 375-1.2(ak) and DER-10 paragraph 1.3(b)49;
- remedial parties, as defined at 6 NYCRR 375-1.2(ao) and DER-10 paragraph 1.3(b)60; or
- site owners, which are the owners of the property comprising the site at the time of the certification.

SECTION II PROJECT DESCRIPTION

As a separate attachment, provide complete and detailed information about the project, including the purpose of the project, the date the remedial program is to start, and the date the Certificate of Completion is anticipated..

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION III

PROPERTY'S ENVIRONMENTAL HISTORY

Please follow instructions on application form.

SECTION IV

PROPERTY INFORMATION

Proposed Site Name

Provide a name for the proposed site. The name could be an owner's name, current or historical operations (i.e. ABC Furniture) or the general location of the property. Consider whether the property is known by DEC by a particular name, and if so, use that name.

Site Address

Provide a street address, city/town, zip code, and each municipality and county in which the site is located. .

Site Size

Provide the approximate acreage of the site.

GIS Information

Provide the latitude and longitude for the approximate center of the property. Show the latitude and longitude in degrees, minutes and seconds.

Tax Parcel Information

Provide the tax parcel address/section/block/lot information and map. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears and clearly indicate the proposed site's location.

1. Tax Map Boundaries

State whether the boundaries of the site correspond to the tax map boundaries. If no, a metes and bounds description of the property must be attached. The site boundary can occupy less than a tax lot or encompass portions of one or more tax lots and may be larger or smaller than the overall redevelopment/reuse project area. A site survey with metes and bounds will be required to establish the site boundaries before the Certificate of Completion can be issued.

2. Map

Provide a property base map(s) of sufficient detail, clarity and accuracy to show the following: i) map scale, north arrow orientation, date, and location of the property with respect to adjacent streets and roadways; and ii) proposed brownfield property boundary lines, with adjacent property owners clearly identified.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION IV (continued)

3. En-zone

Is any part of the property in an En-zone? If so, what percentage? For information on En-zones, please see [DEC's website](#).

4. Multiple applications

Generally, only one application can be submitted, and one BCA executed, for a development project. In limited circumstances, the DEC may consider multiple applications/BCAs for a development project where 1) the development project spans more than 25 acres; 2) the approach does not negatively impact the remedial program, including timing, ability to appropriately address areas of concern, and management of off-site concerns; and 3) the approach is not advanced to increase the value of future tax credits (i.e., circumvent the tax credit caps provided under New York State Tax Law Section 21).

10. Property Description Narrative

Provide a property description in the format provided below. Each section should be no more than one paragraph long.

Location

Example: "The XYZ Site is located in an {urban, suburban, rural} area." {Add reference points if address is unspecific; e.g., "The site is approximately 3.5 miles east of the intersection of County Route 55 and Industrial Road."}

Site Features:

Example: "The main site features include several large abandoned buildings surrounded by former parking areas and roadways. About one quarter of the site area is wooded. Little Creek passes through the northwest corner."

Current Zoning and Land Use: (Ensure the current zoning is identified.)

Example: "The site is currently inactive, and is zoned for commercial use. The surrounding parcels are currently used for a combination of commercial, light industrial, and utility right-of-ways. The nearest residential area is 0.3 miles east on Route 55."

Past Use of the Site: include source(s) of contamination and remedial measures (site characterizations, investigations, Interim Remedial Measures, etc.) completed outside of the current remedial program (e.g., work under a petroleum spill incident).

Example: "Until 1992 the site was used for manufacturing wire and wire products (e.g., conduit, insulators) and warehousing. Prior uses that appear to have led to site contamination include metal plating, machining, disposal in a one-acre landfill north of Building 7, and releases of wastewater into a series of dry wells."

When describing the investigations/actions performed outside of the remedial program, include the major chronological remedial events that lead to the site entering a remedial program. The history should include the first involvement by government to address hazardous waste/petroleum disposal. Do not cite reports. Only include remedial activities which were implemented PRIOR to the BCA. Do not describe sampling information.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION IV (continued)

Property Description Narrative (continued)

Site Geology and Hydrogeology:

As appropriate, provide a very brief summary of the main hydrogeological features of the site including depth to water, groundwater flow direction, etc.

Environmental Assessment

The goal of this section is to describe the nature and extent of contamination at the site. When describing the nature of contamination, identify just the primary contaminants of concern (i.e., those that will likely drive remedial decisions/actions). If there are many contaminants present within a group of contaminants (i.e., volatile organic compounds, semivolatile organic compounds, metals), identify the group(s) and one or two representative contaminants within the group. When addressing the extent of contamination, identify the areas of concern at the site, contaminated media (i.e., soil, groundwater, etc.), relative concentration levels, and a broad-brush description of contaminated areas/depths.

The reader should be able to know if contamination is widespread or limited and if concentrations are marginally or greatly above Standards, Criteria and Guidance (SGCs) for the primary contaminants. If the extent is described qualitatively (e.g., low, medium, high), representative concentrations should be given and compared with appropriate SCGs. For soil contamination, the concentrations should be compared with the soil cleanup objectives (SCOs) for the intended use of the site.

A typical Environmental Assessment would look like the following:

Based upon investigations conducted to date, the primary contaminants of concern for the site include cadmium and trichloroethene (TCE).

Soil - Cadmium is found in shallow soil, mostly near a dry well at the northeast end of the property. TCE is found in deeper soil, predominantly at the north end of the site. Concentrations of cadmium found on site (approximately 5 ppm) slightly exceed the soil cleanup objective (SCO) for unrestricted use (2.5 ppm). Concentrations of TCE found on site (5 ppm to 300 ppm) significantly exceed the soil cleanup objectives for the protection of groundwater (0.47 ppm).

Groundwater - TCE and its associated degradation products are also found in groundwater at the north end of the site, moderately exceeding groundwater standards (typically 5 ppb), with a maximum concentration of 1500 ppb. A moderate amount of TCE from the site has migrated 300 feet down-gradient off-site. The primary contaminant of concern for the off-site area is TCE, which is present at a maximum concentration of 500 ppb, at 10 feet below the groundwater table near Avenue A.

Soil Vapor & Indoor Air - TCE was detected in soil vapor at elevated concentrations and was also detected in indoor air at concentrations up to 1,000 micrograms per cubic meter.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

SECTION V

ADDITIONAL REQUESTOR INFORMATION

Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc. will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative of Applications determined to be Participants unless another contact name and address is provided with the application.

Consultant and Attorney Name, Address, etc.

Provide requested information.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**SECTION VI CURRENT PROPERTY OWNER/OPERATOR INFORMATION
(IF NOT A REQUESTOR)**

Owner Name, Address, etc.

Provide requested information of the current owner of the property. List all parties holding an interest in the Property and, if the Requestor is not the current owner, describe the Requestor's relationship to the current owner.

Operator Name, Address, etc.

Provide requested information of the current operator (if different from the requestor or owner).

Provide a list of previous property owners and operators with names, last known addresses, telephone numbers and the Requestor's relationship to each owner and operator as a separate attachment

SECTION VII REQUESTOR ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

SECTION VIII PROPERTY ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to the following eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that that information be summarized.

1. CERCLA / NPL Listing

Has any portion of the property ever been listed on the National Priorities List (NPL) established under CERCLA? If so, provide relevant information.

2. Registry Listing

Has any portion of the property ever been listed on the New York State Registry of Inactive Hazardous Waste Disposal Sites established under ECL 27-1305? If so, please provide the site number and classification. See the Division of Environmental Remediation (DER) [website](#) for a database of sites with classifications.

3. RCRA Listing

Does the property have a Resource Conservation and Recovery Act (RCRA) TSDF Permit in accordance with the ECL 27-0900 *et seq*? If so, please provide the EPA Identification Number, the date the permit was issued, and its expiration date. Note: for purposes of this application, interim status facilities are not deemed to be subject to a RCRA permit.

4. Registry / RCRA sites owned by volunteers

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? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION VIII (continued)

5. Existing Order

Is the property subject to an order for cleanup under Article 12 of the Navigation Law or Article 17 Title 10 of the ECL? If so, please provide information on an attachment. Note: if the property is subject to a stipulation agreement, relevant information should be provided; however, property will not be deemed ineligible solely on the basis of the stipulation agreement.

6. Enforcement Action Pending

Is the property subject to an enforcement action under Article 27, Titles 7 or 9 of the ECL or subject to any other ongoing state or federal enforcement action related to the contamination which is at or emanating from the property? If so, please provide information on an attachment.

SECTION IX CONTACT LIST INFORMATION

Provide the names and addresses of the parties on the Site Contact List (SCL) and a letter from the repository acknowledging agreement to act as the document repository for the proposed BCP project.

SECTION X LAND USE FACTORS

In addition to eligibility information, site history, and environmental data/reports, the application requires information regarding the current, intended and reasonably anticipated future land use.

1. This information consists of responses to the "land use" factors to be considered relative to the "Land Use" section of the BCP application. The information will be used to determine the appropriate land use in conjunction with the investigation data provided, in order to establish eligibility for the site based on the definition of a "brownfield site" pursuant to ECL 27-1405(2).
2. This land use information will be used by DEC, in addition to all other relevant information provided, to determine whether the proposed use is consistent with the currently identified, intended and reasonably anticipated future land use of the site at this stage. Further, this land use finding is subject to information regarding contamination at the site or other information which could result in the need for a change in this determination being borne out during the remedial investigation.

SECTION XI SIGNATURE PAGE

The Requestor must sign the application, or designate a representative who can sign. The requestor's consultant or attorney cannot sign the application. If there are multiple parties applying, then each must sign a signature page.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

DETERMINATION OF A COMPLETE APPLICATION

1. The first step in the application review and approval process is an evaluation to determine if the application is complete. To help ensure that the application is determined complete, requestors should review the list of [common application deficiencies](#) and carefully read these instructions.
2. DEC will send a notification to the requestor within 30 calendar days of receiving the application, indicating whether such application is complete or incomplete.
3. An application must include the following information relative to the site identified by the application, necessary for making an eligibility determination, or it will be deemed incomplete. **(Please note: the application as a whole requires more than the information outlined below to be determined complete).** The application must include:
 - a. for all sites, an investigation report sufficient to demonstrate the site requires remediation in order to meet the requirements of the program, and that the site is a brownfield site at which contaminants are present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by DEC that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations. Required data includes site drawings requested in Section III, #3 of the BCP application form.
 - b. for those sites described below, documentation relative to the volunteer status of all requestors, as well as information on previous owners or operators that may be considered responsible parties **and** their ability to fund remediation of the site. This documentation is required for:
 - i. real property listed in the registry of inactive hazardous waste disposal sites as a class 2 site, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP; or
 - ii. real property that was a hazardous waste treatment, storage or disposal facility having interim status pursuant to the Resource Conservation and Recovery Act (RCRA) program, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP.
 - c. for sites located within the five counties comprising New York City, in addition to (a) and if applicable (b) above, if the application is seeking a determination that the site is eligible for tangible property tax credits, sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a). **If this determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion, using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.**
 - d. for sites previously remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law, relevant documentation of this remediation.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

DETERMINATION OF A COMPLETE APPLICATION (continued)

4. If the application is found to be incomplete:
 - a. the requestor will be notified via email or phone call regarding minor deficiencies. The requestor must submit information correcting the deficiency to DEC within the 30-day review time frame; or
 - b. the requestor will receive a formal Letter of Incomplete Application (LOI) if an application is substantially deficient, if the information needed to make an eligibility determination identified in #4 above is missing or found to be incomplete, or if a response to a minor deficiency is not received within the 30-day period. The LOI will detail all of the missing information and request submission of the information. If the information is not submitted within 30 days from the date of the LOI, the application will be deemed withdrawn. In this case, the requestor may resubmit the application without prejudice.
5. If the application is determined to be complete, DEC will send a Letter of Complete Application (LOC) that includes the dates of the public comment period. The LOC will:
 - a. include an approved public notice to be sent to all parties on the Contact List included with the application;
 - b. provide instructions for publishing the public notice in the newspaper on the date specified in the letter, and instructions for mailing the notice to the Contact List;
 - c. identify the need for a certification of mailing form to be returned to DEC along with proof of publication documentation; and
 - d. specify the deadline for publication of the newspaper notice, which must coincide with, or occur before, the date of publication in the Environmental Notice Bulletin (ENB).
 - i. DEC will send a notice of the application to the ENB. As the ENB is only published on Wednesdays, DEC must submit the notice by the Wednesday before it is to appear in the ENB.
 - ii. The mailing to parties on the Contact List must be completed no later than the Tuesday prior to ENB publication. If the mailings, newspaper notice and ENB notice are not completed within the time-frames established by the LOC, the public comment period on the application will be extended to insure that there will be the required comment period.
 - iii. Marketing literature or brochures are prohibited from being included in mailings to the Contact List.

NYS CORPORATE DOCUMENTS AND ORGANIZATIONAL CHART

FILING RECEIPT

=====

ENTITY NAME: EBENEZER PLAZA OWNER LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: BRON

=====

FILED:03/16/2016 DURATION:***** CASH#:160316000460 FILM #:160316000428
DOS ID:4913659

FILER:

EXIST DATE

GOLDSTEIN HALL PLLC
80 BROAD STREET, SUITE 303

03/16/2016

NEW YORK, NY 10004

ADDRESS FOR PROCESS:

THE LLC
456 EAST 173RD STREET
BRONX, NY 10457

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: UNITED CORPORATE SERVICES - 37

SERVICE CODE: 37 *

FEES 285.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 75.00

PAYMENTS 285.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 285.00
OPAL 0.00
REFUND 0.00

=====

EBENE87304

DOS-1025 (04/2007)

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 17, 2016.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

ARTICLES OF ORGANIZATION
OF
EBENEZER PLAZA OWNER LLC

Under Section 203 of the Limited Liability
Company Law of the State of New York

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

FIRST: The name of the company is EBENEZER PLAZA OWNER LLC (the "Company").

SECOND: The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the LLCL.

THIRD: The County within the State of New York in which the office of the Company is to be located is Bronx County.

FOURTH: The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post office address within or without the State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is: 456 East 173rd Street, Bronx, NY, 10457.

FIFTH: The Company is to be managed by one or more members.

SIXTH: The Company shall have the power or indemnify, to the full extent permitted by the LLCL, as amended from time to time, all persons whom it is permitted to indemnify pursuant thereto.

IN WITNESS WHEREOF, I have subscribed this certificate and do hereby affirm the foregoing as true under penalties of perjury, this 16th day of March, 2016.

/s/ Ryan E. Thompson
Ryan E. Thompson
Organizer
80 Broad Street, Suite 303
New York, New York 10004

428

UNI-37

ARTICLES OF ORGANIZATION
OF
EBENEZER PLAZA OWNER LLC

Under and Pursuant to Section 203 of the Limited Liability Company Law
of the State of New York

2016 MAR 16 AM 11:36

FILED

Goldstein Hall PLLC
80 Broad Street, Suite 303
New York, NY 10004

1 CC
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 16 2016

TAX \$ _____
BY: De

RECEIVED
2016 MAR 16 AM 11:01

Customer Reference # EBENE87304

DRAWDOWN

460

INITIAL OPERATING AGREEMENT

OF

EBENEZER PLAZA OWNER LLC

This Initial Operating Agreement (this "Agreement") of **Ebenezer Plaza Owner LLC** (the "Company"), is entered into as of the 16th day of March by **Ebenezer Plaza Manager LLC** (the "Member").

Pursuant to and in accordance with the Limited Liability Company Law of the State of New York, as amended from time to time (the "LLCL"), the Members hereby state as follows:

1. **Name.** The name of the limited liability company shall be **Ebenezer Plaza Owner LLC**.

2. **Office.** The principal office of the Company shall be located at 456 East 173rd Street, Bronx, New York 10457, or such other place or places as the Members shall determine.

3. **Term.** The term of the Company shall commence as of the date of filing of the Articles of Organization of the Company with the Department of State of the State of New York and the Company shall be dissolved and its affairs wound up as provided in said Articles, in this Agreement or as otherwise provided in the LLCL.

4. **Purpose.** The Company is formed for the purpose of owning, operating and managing an affordable housing project located in Brooklyn, New York, and all improvements, appurtenances, and equipment located thereon (the "Property"), and engaging in any other lawful act or activity for which limited liability companies may be formed under the LLCL and engaging in any and all activities necessary or incidental to the foregoing.

5. **Member.** The name and the mailing address of the Member is as follows:

Name

Address

Ebenezer Plaza Manager LLC

456 East 173rd Street, Bronx,
New York 10457

The Members are authorized to admit additional members and/or create different classes of members.

6. **Management: Powers.** The business and affairs of the Company shall be managed by the Member in all cases by a vote of a majority in interest of the Member. Once a decision has been reached by a vote of a majority in interest of the Member, any Member is authorized to execute any and all documents on behalf of the Company necessary or appropriate in connection with the acquisition, financing, operation, management or development of the Property or any other property of the Company.

7. **Capital Contributions.** The initial capitalization of the Company shall consist of the following contributions by the Member in the following amount:

Ebenezer Plaza Manager LLC	\$100
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8. **Additional Contributions.** The Member is not required to make any additional capital contribution to the Company, provided however, that additional capital contributions may be made at such time and in such amounts as the Member shall determine by a vote of a majority in interest.

9. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated to the Member as follows:

Ebenezer Plaza Manager LLC	100%
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10. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by a majority in interest of the Member and in accordance with the same percentages as profits and losses are allocated.

11. **Assignments.** The Member may assign or transfer in whole or in part its interest in the Company.

12. **Withdrawal of a Member; Termination of the Company.** Any Member may withdraw from the Company, provided that such withdrawal from the Company shall not result in the constructive termination of the Company.

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

14. **Liability of Member.** The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the LLCL.

15. **Exculpation of Member.** The Member shall not be liable to the Company for any breach of duty in such capacity, unless otherwise provided by law.

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

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement.

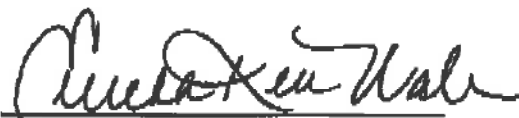
Ebenezer Plaza Owner LLC

By: **Ebenezer Plaza Manager LLC,**
its sole Member

By: **Brownsville Linden Plaza LLC,** its managing member

By: **PKA Ebenezer LLC,** its managing member

By: **Brisa Ebenezer LLC,** its co-managing member

By: 
Erica Keller-Wala, sole member

Date of this notice: 03-18-2016

Employer Identification Number:
81-1883022

Form: SS-4

Number of this notice: CP 575 G

EBENEZER PLAZA OWNER LLC
ERICKA KELLER WALA SOLE MBR
456 E 173RD ST
BRONX, NY 10457

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1883022. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is EBEN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 03-18-2016
EMPLOYER IDENTIFICATION NUMBER: 81-1883022
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

EBENEZER PLAZA OWNER LLC
ERICKA KELLER WALA SOLE MBR
456 E 173RD ST
BRONX, NY 10457

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 3, 2016.

Selected Entity Name: EBENEZER PLAZA OWNER LLC

Selected Entity Status Information

Current Entity Name: EBENEZER PLAZA OWNER LLC

DOS ID #: 4913659

Initial DOS Filing Date: MARCH 16, 2016

County: BRONX

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

EBENEZER PLAZA OWNER LLC

456 EAST 173RD STREET

BRONX, NEW YORK, 10457

Registered Agent

NONE

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

***Stock Information**

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

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 16, 2016	Actual	EBENEZER PLAZA OWNER LLC

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

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

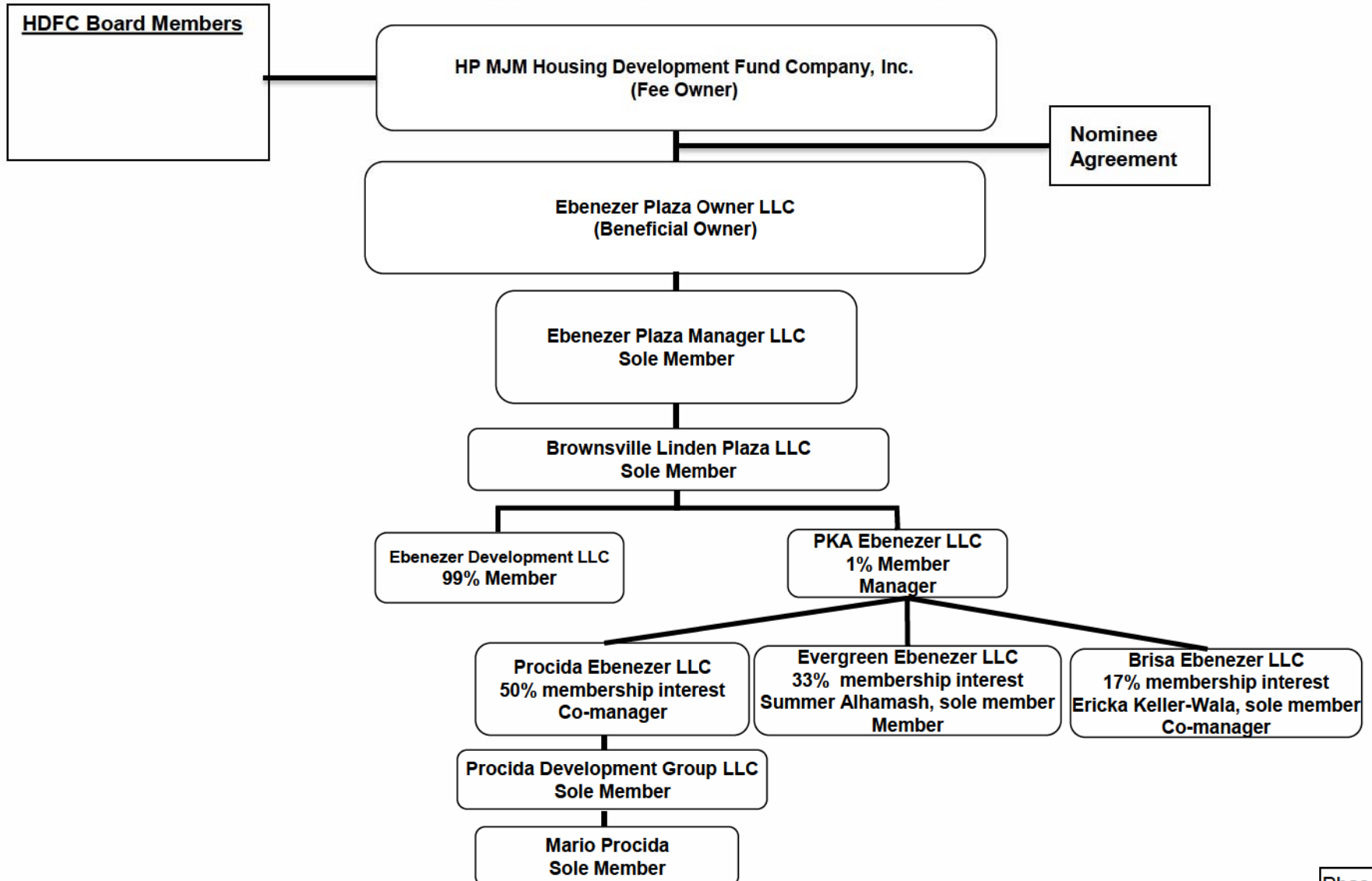
[Search Results](#) [New Search](#)

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[Homepage](#) | [Contact Us](#)



Acquisition Closing

Draft Organizational Chart for Ebenezer Plaza



PROJECT DESCRIPTION

Applicant: Ebenezer Plaza Owner LLC
Address: 68-78 New Lots Avenue, Brooklyn, NY 11212
Date: August 12, 2016
Section: II, 4

PROJECT DESCRIPTION

Ebenezer Plaza Owner LLC (EPO) is seeking construction financing from the City of New York Department of Housing Preservation & Development (HPD) to facilitate the development of a mixed use commercial, community facility and affordable residential housing building on five adjacent and currently industrial EPO owned properties (the “project site”) in Brownsville neighborhood of the Brooklyn, Community District 5.

The project site is located at 94 New Lots Avenue (Block 3861; Lots 1 & 6). While still early on in the planning stages, the proposed project involves the demolition of the existing dilapidated and deteriorating structures and new construction of commercial space on the ground floor with an approximately 8 story 194-unit apartment complex above. The project will be 100% affordable residential housing for families making no more than 60% of the area median income. The 194 apartments units will consist of (30) Studios, (83) 1BR's, (59) 2 BR's and (54) 3 BR. The ground floor will include frontage on New Lots Avenue, Hegeman Avenue, Sackman Street and Christopher Street with 20,057 square foot of retail space.

The proposed development would help to address the continuing need for affordable housing in New York City. The Remedial Action Program would likely start in Fall of 2016 and the Certificate of Completion is anticipated Winter 2019.

Sampling Data Description

Applicant: Ebenezer Plaza Owner LLC
Address: 94 New Lots Avenue, Brooklyn, NY 11212
Date: July 8, 2016
Section: II, 2

SAMPLING DATA DESCRIPTION

COCS for soil, groundwater, and soil gas based on samples collected in RI or most recent sampling data (for GW). Site map with sampling points and chemistry data attached. < or > for soil or groundwater indicates reported concentrations greater or less than applicable standard (Part 375-6.8 or Part 703.5). NS indicates no sample collected from the media for these parameters.

SECTION III – SAMPLING SITE MAPS

LEGEND

- 2011 Chazen Soil and Monitoring Well Sampling Points
- 2011 Chazen Soil Sampling Points
- 2009 Chazen Soil and Water Sampling Points
- Approximate Site Boundary
- Area of Shallow Soils Containing Metals above the Part 375 Restricted-Residential Use SCOs

Compound	MW-14		NYSDEC Part 703.5 Groundwater SCGs (ug/L)
	Sample Date:	11/21/2011	
	Result (ug/L)		
n-Propylbenzene	14		5

Compound	SB-14		NYSDEC Part 703.5 Groundwater SCGs (ug/L)
	Sample Date:	12/22/2009	
	Result (ug/L)		
1,2,4-Trimethylbenzene	3,400		5
1,3,5-Trimethylbenzene	730		5
Ethylbenzene	3,000		5
Naphthalene	810		10
n-Propylbenzene	310		5
p-&m-Xylenes	4,300		5
Naphthalene	530		10
Lead	32		25

Compound	MW-16		NYSDEC Part 703.5 Groundwater SCGs (ug/L)
	Sample Date:	11/21/2011	
	Result (ug/L)		
n-Propylbenzene	6.7		5

Compound	MW-18		NYSDEC Part 703.5
	Sample Date:	11/22/2011	Groundwater SCGs (ug/L)
	Result (ug/L)		
1,2,4-Trimethylbenzene	1,800		5
1,3,5-Trimethylbenzene	410		5
Ethyl Benzene	2,200		5
Isopropylbenzene	76		5
n-Propylbenzene	180		5
o-Xylene	30		5
p- & m- Xylenes	3,200		5
Toluene	57		5

Compound	MW-19	NYSDEC Part 703.5
	Sample Date: 11/28/2011	Groundwater SCG
	Result (ug/L)	(ug/L)
1,2,4-Trimethylbenzene	150	5
1,3,5-Trimethylbenzene	13	5
Ethyl Benzene	210	5
Isopropylbenzene	45	5
n-Butylbenzene	16	5
n-Propylbenzene	130	5
p- & m- Xylenes	18	5
sec-Butylbenzene	8.6	5

Compound	MW-20		NYSDEC Part 703.5 Groundwater SCGs (ug/L)
	Sample Date:	11/28/2011	
	Result (ug/L)		
1,2,4-Trimethylbenzene	580		5
1,3,5-Trimethylbenzene	72		5
Ethyl Benzene	320		5
Isopropylbenzene	46		5
Methylene chloride	110		5
n-Butylbenzene	24		5
n-Propylbenzene	140		5
p- & m- Xylenes	270		5

Compound	MW-17		NYSDEC Part 703.5 Groundwater SCGs (ug/L)
	Sample Date: 11/21/2011		
	Result (ug/L)		
Tetrachloroethylene	25		5

Compound	MW-21		NYSDEC Part 703.5 Groundwater SCGs (ug/L)
	Sample Date:	11/28/2011	
	Result (ug/L)		
Tetrachloroethylene	6.8		5

Compound	SB-16		NYSDEC Part 703.5 Groundwater SCGs (ug/L)
	Sample Date:	SB-16 2009	
	Result (ug/L)		
1,2,4-Trimethylbenzene	8		5
Tetrachloroethylene	7		5

CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTS CO., P.C.

Dutchess County Office:
21 Fox Street
Poughkeepsie, NY. 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street
Troy, NY. 12180
Phone: (518) 237-0055

North Country Office:
100 Glen Street
Glens Falls, NY. 12801
Phone: (518) 812-0513

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Figure 2: Groundwater Analytical Results Exceeding Restricted-Residential SCOs

Borough of Brooklyn, Kings County, New York

Source: NYS Department of Transportation 2008 Roads Dataset; NYS Office of Technology 2013 Orthophoto Imagery

Drawn:	STF
Date:	June 16, 2016
Scale:	1 inch = 50 feet
Project:	20918.04
Figure:	1

LEGEND

- 2011 Chazen Soil and Monitoring Well Sampling Points
- 2011 Chazen Soil Sampling Points
- 2009 Chazen Soil and Water Sampling Points
- Approximate Site Boundary
- Area of Shallow Soils Containing Metals above the Part 375 Restricted-Residential Use SCOs



Compound	SS-2		Restricted Use RR SCO (ppm)
	Sample Date:	11/23/2011	
	Sample Depth:	0-2	
	Result (ppm)		
Barium	3,500		400
Cadmium	6.9		4.3
Lead	1,260		400

Compound	SS-3		Restricted Use RR SCO (ppm)
	Sample Date:	11/23/2011	
	Sample Depth:	0-2	
	Result (ppm)		
Barium	478		400
Cadmium	6.56		4.3
Lead	611		400

Compound	SB-17		Restricted Use RR SCO (ppm)
	Sample Date:	12/24/2009	
	Sample Depth:	0-5'	
	Result (ppm)		
Benzo(a)anthracene	1.6		1
Barium	1,310		400
Lead	2,600		400

Compound	SB-43		Restricted Use RR SCO (ppm)
	Sample Date:	11/22/2011	
	Sample Depth:	15-20	
	Result (ppm)		
1,2,4-Trimethylbenzene	100		52
1,3,5-Trimethylbenzene	58		52

Compound	SB-44		Restricted Use RR SCO (ppm)
	Sample Date:	11/22/2011	
	Sample Depth:	15-20	
	Result (ppm)		
1,2,4-Trimethylbenzene	57		52

Compound	SB-18		Restricted Use RR SCO (ppm)
	Sample Date:	12/24/2009	
	Sample Depth:	0-5'	
	Result (ppm)		
Barium	635		400
Lead	666		400

Compound	SS-4		Restricted Use RR SCO (ppm)
	Sample Date:	11/23/2011	
	Sample Depth:	0-2	
	Result (ppm)		
Barium	1,030		400
Cadmium	8.24		4.3
Lead	1,330		400



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Ebenizer Plaza 2

Figure 1: Soil Analytical Results Exceeding Restricted-Residential SCOs

Borough of Brooklyn, Kings County, New York

Source: NYS Department of Transportation 2008 Roads Dataset; NYS Office of Technology 2013 Orthophoto Imagery

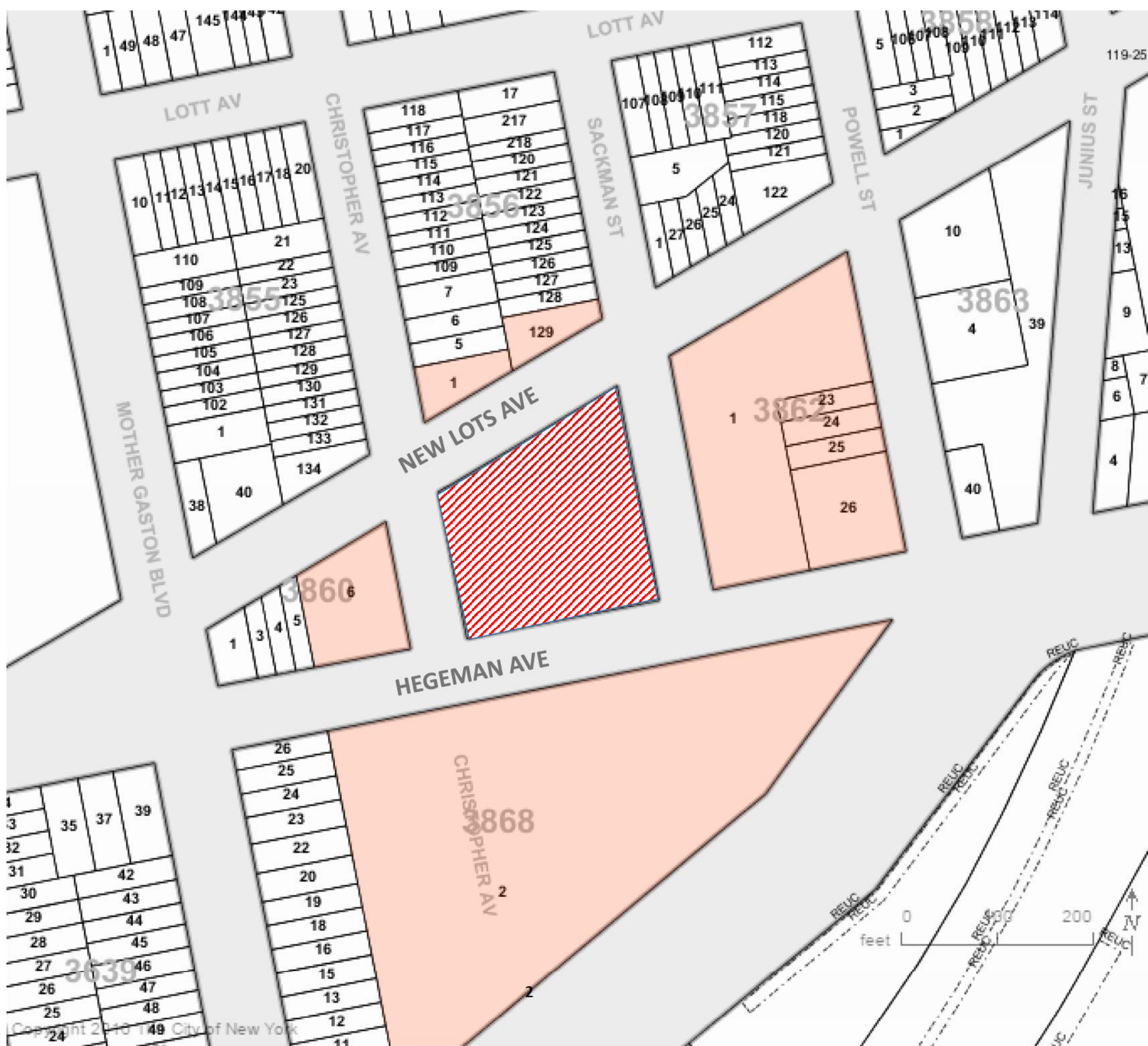
Drawn:	STF
Date:	June 16, 2016
Scale:	1 inch = 50 feet
Project:	20918.04
Figure:	1

TAX MAPS

(including Property Base Map and USGS Map)

1 - Digital Tax Map - New York City Dept. of Finance (6/7/2016)

	Borough Boundary	C50	Condo Flag/Condo Number
	Tax Block Boundary	A50	Air Right Flag/Lot Number
50	Tax Block Number	S50	Subterranean Right Flag/Lot Number
	Tax Lot Boundary	R	REUC Flag
50	Tax Lot Number	----	Under Water Tax Lot Boundary
	Condo FKA Tax Lot Number	-.-.-.-	Other Boundary
50.5	Tax Lot Dimension		Possession Hook
+/-5.5	Approximate Tax Lot Dimension	Misc	Miscellaneous Text
	Condo Units Range Label		Small Tax Lot Dimension
	Building Footprint		Surface Water



Legend:

- Adjacent Properties
- Proposed Brownfield Property Boundary

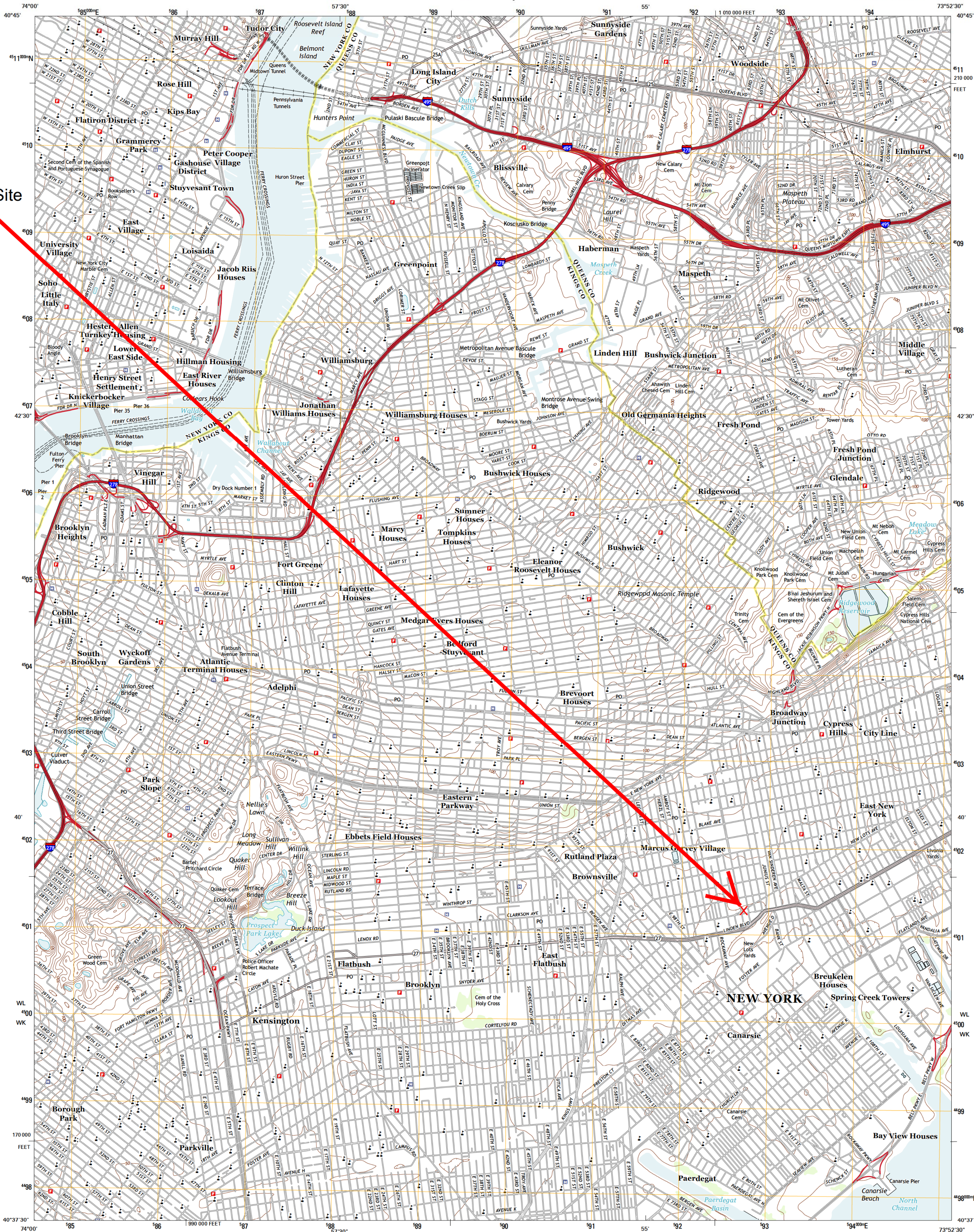
Map Source:

<http://gis.nyc.gov/taxmap/map.htm>

Adjacent Property Owner Information

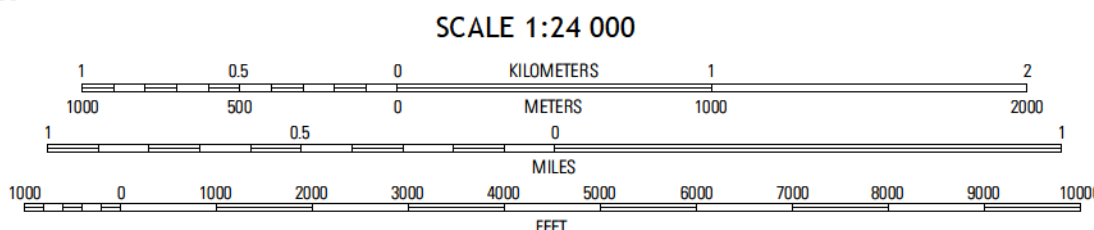
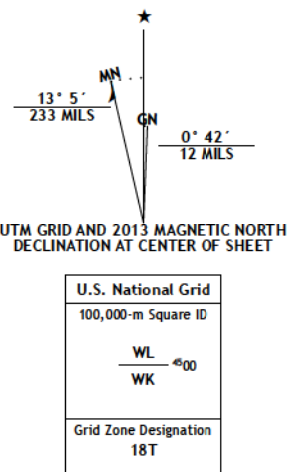
Block Number:	Lot Number:	Street Address	Property Owner:
3868	2	1555 Linden Boulevard, Brooklyn 11212	NYC Department of Parks and Recreation
3862	1	94 New Lots Avenue, Brooklyn 11212	Ebenezer Plaza Owner LLC
3862	23	656 Powell Street, Brooklyn, 11212	Ebenezer Plaza Owner LLC
3862	24	660 Powell Street, Brooklyn, 11212	Ebenezer Plaza Owner LLC
3862	25	662 Powell Street, Brooklyn, 11212	Ebenezer Plaza Owner LLC
3862	26	666 Powell Street, Brooklyn, 11212	Ebenezer Plaza Owner LLC
3856	1	71 New Lots Avenue, Brooklyn 11212	A. Oliver Satchell
3856	129	786 Sackman Street, Brooklyn 11212	Susan Belgrave
3860	6	54 New Lots Avenue, Brooklyn 11212	Chaim Landau

Project Site



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000 meter grid: Universal Transverse Mercator, Zone 18T
10 000 foot tidal New York Coordinate System of 1983 (Long
Island zone)

Imagery.....NAIP, July 2011
Roads.....©2006, 2012, TomTom
Names.....©GNS, 2012
Hydrography.....National Hydrography Dataset, 2011
Contours.....National Elevation Dataset, 1998
Boundaries.....Census, IBC, USGS, 1972 - 2012



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.7



Westchester	Central Park	Flushing
Jersey City	Brooklyn	Jamaica
The Narrows	Conoy Island	Far Rockaway

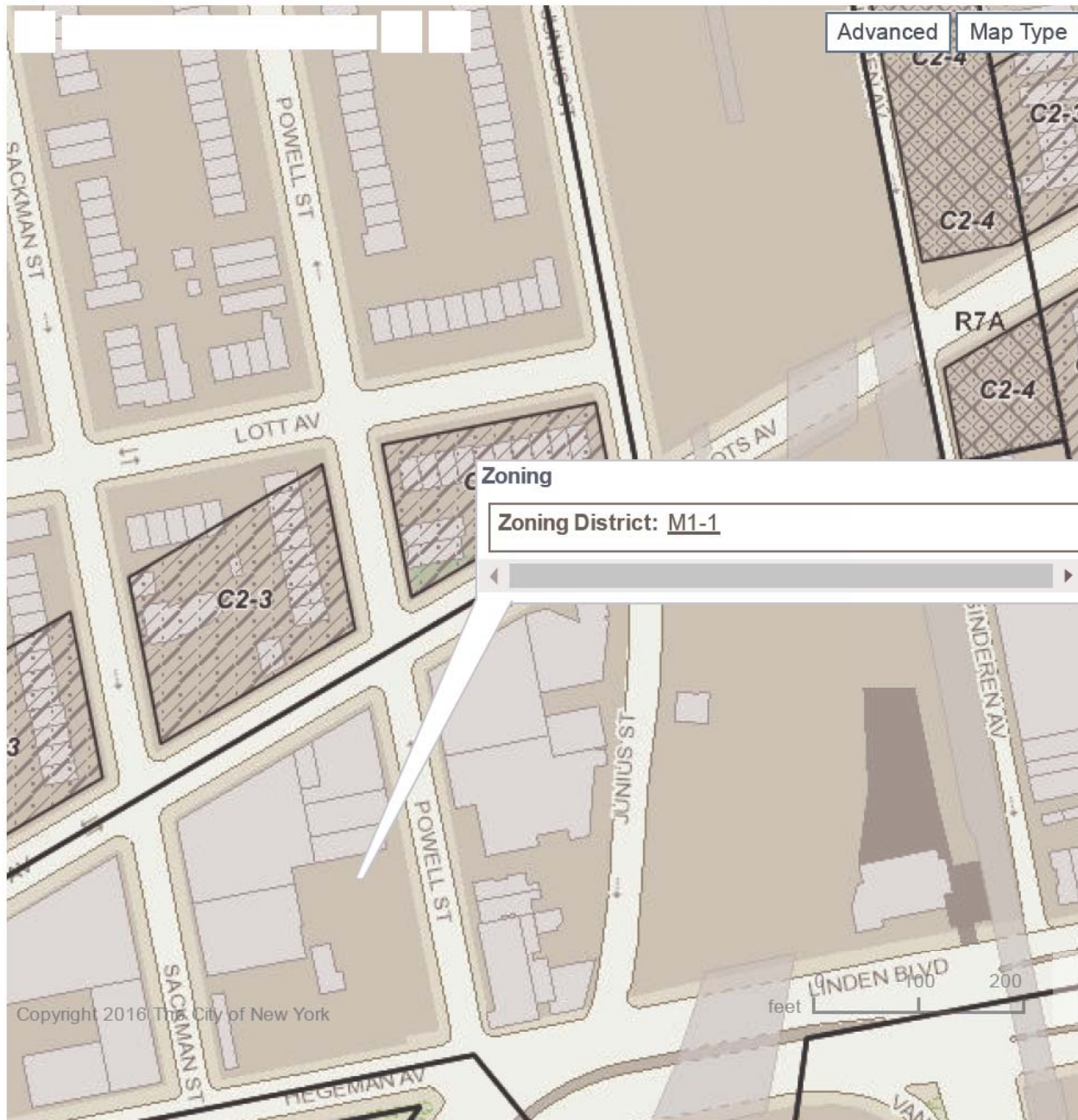
ADJOINING 7.5 QUADRANGLES

ROAD CLASSIFICATION

Interstate Route	State Route
US Route	Local Road
Ramp	4WD
Interstate Route	US Route
	State Route

BROOKLYN, NY
2013

ZOLA MAP & ZONING INFORMATION

[DISCLAIMER](#)[FEEDBACK FORM](#)[HELP](#)[Advanced](#) [Map Type](#)**Zoning**Zoning District: M1-1

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PROPERTY DESCRIPTION NARRATIVE

Applicant: Ebenezer Plaza Owner LLC (EPO)
Address: 68 – 78 New Lots Avenue, Brooklyn, NY 11212
Date: August 12, 2016
Section: IV, 10

PROJECT DESCRIPTION NARRATIVE

Location:

The project site is located at 94 New Lots Avenue (Block 3861; Lots 1 & 6), Brownsville, Brooklyn; an urban borough within New York City and within Brooklyn Community District 5. The Block 3861 is a trapezoid with approximately 211.94 feet of frontage on New Lots Avenue, 149.4 feet of frontage on Christopher Avenue, 219.21 feet of frontage on Sackman Street, and 200 feet of frontage on Hegeman Avenue. Block 3861's area is 36,824 square feet (0.85 acres). The Site contains two auto repair businesses on its two zoning lots (lot 1 and lot 6).

Site Features:

Block 3861, Lot 1 is developed with three deteriorating one-story slab on grade buildings totaling 15,500 SF with partial basements and consists of eleven tenant spaces with addresses of 585 to 595 Christopher Avenue, 247 to 269 Hegeman Avenue and 804 to 814 Sackman Street that are occupied by D&M Body Shop Collision, JM Mobile Glass, Trax Inc., A&B Auto, Mr. T Auto Body & Repair Shop, Duco Auto Body Repair Shop Inc., Super Star Auto Sales/Strickit The Best, Charles Auto Repair, Strauss Auto, Choice First Auto Repair, and New Movement Auto Care Inc. The space at 257 Hegeman Avenue includes 1,500 SF of interior and 3,500 SF of exterior lot space. Block 3862, Lot 6 is developed with a one-story slab on grade building totaling 16,130 SF and consists of five tenant spaces with addresses of 579 to 583 Christopher Avenue, 68 to 92 New Lots Avenue and 790 to 802 Sackman Street that are occupied by A1 General Auto Repair, Silk Auto Repair, Equal Rights Auto Repair, Sun Shine Auto Repair, and Devon N Devon Auto Repair.

The Property appears to have been developed since 1928 with various uses including store, auto garage, warehouse, auto repair, auto body, commercial building, manufacturing building and auto wrecking lot in one area.

Current Zoning and Land Use:

This Site is currently zoned M1-1. The surrounding parcels are currently used as residential condominiums and/or apartment buildings and ground floor light industrial / commercial spaces. The site houses a number of commercial tenants (a mix of auto body shops and other light industrial uses) which the owner has begun eviction proceedings. EPO believes it will complete evictions by 12/31/16. A list of the current uses is included below:

Block / Lot	Address	Lot Size (ft ²)	Number of Buildings	Number of Floors	Use	Floor Area
3861/1	257 Hegeman	20,000	1	1	Auto Repair	15,000
3861/6	68 – 78 New Lots Ave	16,284	1	1	Auto Repair	16,130

Past Use of the Site:

Past Site usages include auto wrecking, auto repair garages, and retail storefronts. Soil boring investigations conducted in 2009 and 2011 identified groundwater impacted by volatile organic compounds (VOCs) extending beneath the northern Site area and shallow soil impacted by lead in the southern Site area. The results of a remedial pilot study conducted in 2011 as part of the soil boring investigation confirmed in-situ chemical oxidation could be used to remediate the VOC-impacted groundwater.

Site Geology and Hydrogeology:

The Site is predominantly underlain by fluvial deposits consisting of medium sand, with lesser but varying amounts of fine and coarse sand. A varying thickness of miscellaneous surficial fill material is also found throughout the Site. The water table lies approximately 15 feet below grade and groundwater flows towards the southeast.

Environmental Assessment:

Based on the investigations conducted to date, the primary contaminants of concern for the Site include metals contamination in addition petroleum-range VOCs and lead:

Groundwater – At the conclusion of the 2011 treatability pilot test, VOCs exceeding groundwater standards by one to over two orders of magnitude remained beneath the northern end of the Site, with a maximum total VOC concentration of 6.5 parts per million.

Soil - Lead in excess of the NYSDEC Commercial Use SCO is found in shallow soil within the L-shaped auto recycling yard area at the southern end of the Site. Barium was also reported at two locations in near surface soil samples at concentrations that exceed the commercial use SCO. Elevated barium is collocated with elevated lead.

PREVIOUS REMEDIAL ACTIVITY

Applicant: Ebenezer Plaza Owner LLC (EPO)
Address: 68 - 78 New Lots Avenue, Brooklyn, NY 11212
Date: August 12, 2016
Section: IV, 6

PREVIOUS REMEDIAL ACTIVITY

The Site is subject to a Spill Stipulation and Agreement voluntarily entered by the former owner, the Ebenezer Church, for the investigation and cleanup of spill conditions under Spill No. 09-06674. As noted below, the property investigation proceeded and initial groundwater treatment measures were undertaken, but contamination still remains in the groundwater and in soil.

The NYSDEC approved remedial action plan for the site included in-situ chemical oxidation (ISCO) of residual petroleum compounds by direct injection of dilute hydrogen peroxide in the on-site groundwater. Since 2014, three separate injections events were conducted. The results of the injections demonstrated an initial substantial reduction in residual impacts to the on-site groundwater. However, significant rebound has been observed within 6-8 months of injection suggesting that a residual source area exceeding protection of groundwater standards may remain beneath the floor of the building(s). Copies of the infusion monitoring data are attached.

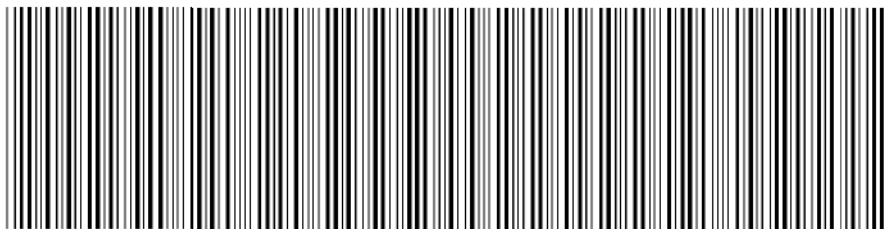
Demolition of the structures and removal of the floor slabs is recommended to identify the exact location of the impacted soils and their removal.

Importantly, there is metals contamination across the Site, including lead, that needs investigation and delineation, followed by remediation. The lead contamination is expected to extend below building structures and will be further delineated upon demolition of the deteriorating structures.

Ownership History

**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.



2016050501138004004E47B2

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 21

Document ID: 2016050501138004

Document Date: 04-29-2016

Preparation Date: 05-06-2016

Document Type: SUNDRY MISCELLANEOUS

Document Page Count: 19

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.
222 BLOOMINGDALE ROAD 15-1031C!
SUITE 306
WHITE PLAINS, NY 10605
914-686-5600
JKAMNA@ALLNYT.COM

RETURN TO:

RYAN THOMPSON, ESQ.
GOLDSTEIN HALL PLLC
80 BROAD STREET, SUITE 303
NEW YORK, NY 10004

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	3861	1	Entire Lot	257 HEGEMAN AVENUE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BROOKLYN	3861	6	Entire Lot	68 NEW LOTS AVENUE

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:

HP MJM HOUSING DEVELOPMENT FUND COMPANY
INC
C/O HOUSING PARTNERSHIP DEVELOPMENT
CORPORATION, 242 WEST 36TH STREET, THIRD

PARTY 2:

EBENEZER PLAZA OWNER LLC
C/O PROCIDA CONSTRUCTION GROUP, 456 EAST
173RD STREET
BRONX, NY 10457

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: \$ 149.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

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 05-11-2016 13:17

City Register File No.(CRFN):

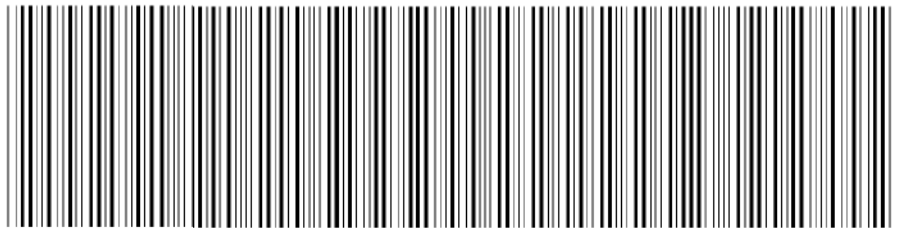
2016000162223



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
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2016050501138004004C4532

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 21

Document ID: 2016050501138004

Document Date: 04-29-2016

Preparation Date: 05-06-2016

Document Type: SUNDRY MISCELLANEOUS

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	3862 1 Entire Lot		94 NEW LOTS AVENUE
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	3862 23 Entire Lot		656 POWELL STREET
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	3862 24 Entire Lot		660 POWELL STREET
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	3862 25 Entire Lot		662 POWELL STREET
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	3862 26 Entire Lot		666 POWELL STREET
Property Type: COMMERCIAL REAL ESTATE			

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS AGREEMENT is made this 29 day of April, 2016, by and between HP MJM Housing Development Fund Company, Inc., a New York not-for-profit corporation, organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at c/o Housing Partnership Development Corporation, 242 West 36th Street, Third Floor, New York, New York 10018 (the "HDFC") and Ebenezer Plaza Owner LLC, a New York limited liability company and having its office at c/o Procida Construction Group, 456 East 173rd Street, Bronx, NY 10457 (the "Company").

WITNESSETH:

WHEREAS, a fee interest in the premises located at 257 Hegeman Avenue, 68-92 New Lots Avenue, 94 New Lots Avenue, 656 Powell Street, 660 Powell Street, 662 Powell Street and 666 Powell Street, Brooklyn, New York, known and designated as Block 3861, Lots 1 and 6 & Block 3862, Lots 1, 23, 24, 25 and 26 on the New York City Tax Map, Kings County and further described in Schedule "A" annexed hereto and made a part hereof (the "Property") is being acquired this day by the HDFC for the development thereon of a residential rental project for individuals and families of low-income (the "Project") in accordance with Article XI; and

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

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

WHEREAS, HDFC is authorized to hold legal or record title to the Property on behalf of and as nominee of Company, and Company shall possess the entire equitable and beneficial ownership interest to the Property and the Project; and

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

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

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

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

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

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

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

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the members of Company and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the Property and the Project, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation and as applicable, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project;

(h) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(i) unconditional obligation to pay for all of the capital investment in the Property and the Project;

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

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

(l) unconditional right to develop residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents").

2. The HDFC covenants and agrees to perform all acts reasonably requested by the Company in regard to or arising from the ownership, management and operation of the Property including, the direction of Company to execute any and all documents necessary to grant to the financial institution or institutions making Loans to Company a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Company to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property.

3. A. Company shall fully protect, defend, indemnify, and hold the HDFC, its officers, directors, shareholders, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with Company or with third parties (collectively, "Claims") arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project, (c) the use or occupancy of the Project, (d) this Agreement or (e) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising in any way from the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnification shall include, but shall not be limited to Company's primary obligation to defend, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways including, without limitation, environmental claims; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of Company to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the finance of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

B. The Company shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with the Company or with any third party), imposed upon or incurred by or asserted against HDFC by reason of: (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as hereinafter defined) on, from, about or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement

reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses. The Company's obligations and liabilities under this section shall survive (x) completion of the Project; and (y) any foreclosure involving the Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

C. In the event that any action or proceeding is brought against an Indemnified Party with respect to which indemnity may be sought under this Section, the Company, upon written notice from such Indemnified Party, shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Company, but reasonably acceptable to the Indemnified Party, and shall assume the payment of all expenses related thereto. Each Indemnified Party shall have the right, if such indemnified party shall conclude in good faith that a conflict of interest exists, to employ separate counsel at such Indemnified Party's sole cost and expense, in any such action or proceeding and to participate in the investigation and defense thereof.

D. This Paragraph 3 shall survive the termination of this Agreement.

4. The HDFC agrees that all proceeds of any insurance policies and condemnation proceeds received by it, which relate to its tenancy of the Property shall be received in its capacity as nominee of Company and shall be immediately deposited in Company's name in Company accounts, including, but not limited to, liability, property, casualty and title insurance proceeds.

5. (a) The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of Company, in each instance, and at the Company's expense, to execute and deliver to Company a deed (the "Deed") in proper recordable form transferring and conveying to Company all of the HDFC's right, title and interest in and to the Property.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the Deed, and any other documents or instruments required to convey the Property on behalf of the HDFC, and (ii) any certificate sale documents, as applicable, in the name, place and stead of the HDFC with the same force and effect as if such Deed and/or certificate sale documents was executed and recorded by the HDFC. The parties agree that the HDFC's failure to comply with the provisions of this Paragraph 5 shall cause irreparable harm to Company for which no adequate remedy at law will

be available and, in addition to any other available remedies, Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 5.

6. The HDFC agrees that the Company shall have all management authority and control over the Property and the Project with respect to, but not by way of limitation, performance and enforcement of all leases and agreements with regard to the assignment, sale, transfer, conveyance, subletting, encumbrance or other disposition of the Property or any interest therein or otherwise, and any covenants concerning the Property.

7. The parties hereto agree that if the Company fails to close a construction loan to develop the Project in accordance with Article XI on or before December 30, 2018 or if less than two-thirds of the rental units in the Project are affordable to persons and families with household incomes not to exceed 165% of area median income for the New York metropolitan statistical area, then the HDFC shall have the right to convey the Property to the Company or the Company's designee for nominal consideration at the Company's expense in the same state of title as exists as of the date hereof and return all reports, information and documents, relating to the Property and Project to the Company and this Agreement shall be terminated and of no further force and effect.

8. Company and the HDFC on behalf of themselves and their respective successors and assigns, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

(a) So long as the HDFC shall hold legal title to the Property, Company shall have complete and exclusive possession and control of the Property and the HDFC shall not have any right to possess or control the Property;

(b) Company is the "owner" and the HDFC is not in any respects an "owner," as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property;

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to Company and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

(d) Without the prior consent of the Company, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, *ab initio*, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Company;

(e) HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property and/or any part or parts thereof,

and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, *ab initio*, unenforceable and of no force or effect and shall not be binding upon the Company;

(f) The HDFC shall, at the Company's request and at the Company's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project; and

(g) The HDFC shall not, without the consent of the Company, the Company's equity investors, and all financial institutions making loans to the Company and holding a mortgage on the Property, commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC of any substantial part of its property, or make any general assignment for the benefit of creditors, or take any action in furtherance of any of the foregoing.

(h) The HDFC shall make no settlement in respect of casualty or taking in the nature of eminent domain without the express written authorization of the Company and any mortgage lender in connection with the Property or the Project;

(i) So long as the HDFC shall hold legal title to the Property or any portion of the Project, any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Project, shall be promptly delivered to the Company;

(j) The HDFC and the Company each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement;

(k) Upon the request of the Company, at the Company's sole expense, the HDFC shall notify all interested third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Company with respect to the Property and the Project. At the Company's sole expense, the HDFC shall provide the Company with evidence of such notification reasonably satisfactory to the Company; and

(l) Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement, conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the HDFC and/or the Company is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Property, the Project and/or any part or parts thereof.

9. Miscellaneous Provisions.

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

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

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification or termination, except such termination pursuant Section 6 hereof, shall be effective unless in writing and signed by the parties hereto.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties. Any such assignment made without such express written consent shall be void *ab initio*.

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

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

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

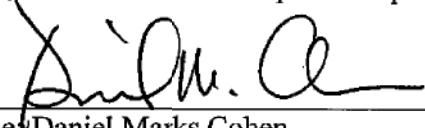
(h) Nothing in this Agreement shall confer any rights upon any person other than Company and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of Company and the HDFC hereunder.

(i) Notwithstanding anything contained herein to the contrary, if there is an Event of Default, under any Government Financing Document, as defined herein, the HDFC shall have the right to enter the Property to cure the default as agent for and on behalf of the Company, provided that the Company is not diligently acting to cure such default. For purposes of this provision, Government Financing Document shall mean all city, state or federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments.

[SIGNATURE PAGE FOLLOWS:]

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

**HP MJM HOUSING DEVELOPMENT FUND COMPANY,
INC.,** a New York not-for-profit corporation

By: 
Name: Daniel Marks Cohen
Title: Vice President

EBENEZER PLAZA OWNER LLC,
a New York limited liability company

By: Ebenezer Plaza Manager LLC,
a New York limited liability company,
its sole Member

By: Brownsville Linden Plaza LLC,
a New York limited liability company,
its sole Member

By: PKA Ebenezer LLC,
a New York limited liability company,
its Manager

By: Brisa Ebenezer LLC,
a New York limited liability company,
its Managing Member

By: _____
Name: Ericka Keller-Wala
Its: Sole Member

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

**HP MJM HOUSING DEVELOPMENT FUND COMPANY,
INC., a New York not-for-profit corporation**

By: _____
Name: Daniel Marks Cohen
Title: Vice President

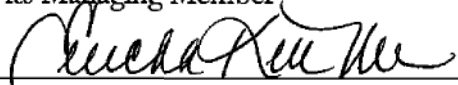
**EBENEZER PLAZA OWNER LLC,
a New York limited liability company**

By: Ebenezer Plaza Manager LLC,
a New York limited liability company,
its sole Member

By: Brownsville Linden Plaza LLC,
a New York limited liability company,
its sole Member

By: PKA Ebenezer LLC,
a New York limited liability company,
its Manager

By: Brisa Ebenezer LLC,
a New York limited liability company,
its Managing Member

By: 
Name: Ericka Keller-Wala
Its: Sole Member

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

On the 29 day of April, 2016, before me, the undersigned, a Notary Public in and or said State, personally appeared DANIEL MARKS COHEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

Commission Expires:

SHARON V. SKOLNIK
Notary Public, State of New York
No. 01SK5000136
Qualified in Nassau County
Commission Expires August 10, 2018

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ____ day of April, 2016, before me, the undersigned, a Notary Public in and or said State, personally appeared ERICKA KELLER-WALA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

Commission Expires:

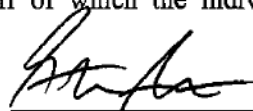
STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ____ day of April, 2016, before me, the undersigned, a Notary Public in and or said State, personally appeared DANIEL MARKS COHEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public
Commission Expires:

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the 28 day of April, 2016, before me, the undersigned, a Notary Public in and or said State, personally appeared ERIKA KELLER-WALA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public
Commission Expires:

STEVEN MICHAEL INTERRANTE
Notary Public, State of New York
No. 02IN6299920
Qualified in Queens County
Commission Expires March 31, 2018

SCHEDULE "A"
[Legal Description of the Property]

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

Title No.: ANY2015-1031C

PARCEL 1 (Block 3861, Lot 1)

ALL that certain plot, piece or parcel of land 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 the corner formed by the intersection of the northerly side of Hegeman Avenue with the easterly side of Christopher Avenue;

RUNNING thence easterly along the northerly side of Hegeman Avenue, 200.00 feet to the westerly side of Sackman Street;

THENCE northerly along the westerly side of Sackman Street, 100.00 feet;

THENCE westerly parallel with Hegeman Avenue, 200.00 feet to the easterly side of Christopher Avenue;

THENCE southerly along the easterly side of Christopher Avenue, 100.00 feet to the corner to the point or place of BEGINNING.

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

Title No.: ANY2015-1031C

PARCEL 2 (Block 3861, Lot 6)

ALL that certain plot, piece or parcel of land 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 the corner formed by the intersection of the southeasterly side of New Lots Avenue (formerly known as New Lots Road) with the easterly side of Christopher Avenue;

RUNNING thence southerly along the easterly side of Christopher Avenue, 49.00 feet (deed) 49.04 feet (survey) to a point where the same would be intersected by a line drawn parallel with Hegeman Avenue and distant 100.00 feet northerly from the northerly side thereof;

THENCE easterly at right angle to the last mentioned course and parallel with Hegeman Avenue, 200.00 feet to the westerly side of Sackman Street;

THENCE northerly along the westerly side of Sackman Street, 119.21 feet to the southeasterly side of New Lots Avenue;

THENCE southwesterly along the southeasterly side of New Lots Avenue, 211.94 feet to the corner to the point or place of BEGINNING.

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

Title No.: ANY2015-1031C

(Block 3861, Lots 1 and 6)

THE above described Parcels 1 and 2 when taken together as one, are more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land 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 the corner formed by the intersection of the northerly side of Hegeman Avenue with the easterly side of Christopher Avenue;

RUNNING thence easterly along the northerly side of Hegeman Avenue, 200.00 feet to the westerly side of Sackman Street;

THENCE northerly along the westerly side of Sackman Street, 219.21 feet to the corner formed by the westerly side of Sackman Street with southeasterly side of New Lots Avenue;

THENCE southwesterly along the southeasterly side of New Lots Avenue, 211.94 feet to the corner formed by the southeasterly side of New Lots Avenue with the easterly side of Christopher Avenue;

THENCE southerly along the easterly side of Christopher Street, 149.04 feet to the northerly side of Hegeman Avenue, at the point or place of BEGINNING.

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

Title No.: ANY2015-1031C

PARCEL 3 (Block 3862, Lot 1)

ALL that certain plot, piece or parcel of land 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 the corner formed by the intersection of the easterly side of Sackman Street with the southerly side of New Lots Avenue;

THENCE northeasterly along the southerly side of New Lots Avenue, 211.94 feet to the westerly side of Powell Street;

THENCE southerly along the westerly side of Powell Street, 135.42 feet to a point;

THENCE westerly at right angle to the westerly side of Powell Street, 100.00 feet;

THENCE southerly parallel with the westerly side of Powell Street, 175.00 feet to the northerly side of Hegeman Avenue;

THENCE westerly along the northerly side of Hegeman Avenue, 100.00 feet to the corner formed by the intersection of the northerly side of Hegeman Avenue with the easterly side of Sackman Street;

THENCE northerly along the easterly side of Sackman Street, 240.25 feet (deed) 240.26 feet (survey/B.F.S.M. No. 47) to the corner to the point and place of BEGINNING.

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

Title No.: ANY2015-1031C

PARCELS 4, 5 AND 6 (Block 3862, Lots 23, 24 and 25)

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, designated on the Tax Map of the City of New York, for the Borough of Brooklyn, as said Tax Map was on November 15, 1985, respectively Block 3862, Lots 23, 24 and 25, being more particularly bounded and described as follows:

BEGINNING at point on the westerly side of Powell Street, distant 100.00 feet northerly from the corner formed by the intersection of the westerly side of Powell Street and the northerly side of Hegeman Avenue;

RUNNING thence westerly at right angles to the westerly side of Powell Street, 100.00 feet;

THENCE northerly parallel with the westerly side of Powell Street, 75.00 feet;

THENCE easterly and parallel with the northerly side of Hegeman Avenue, 100.00 feet to the westerly side of Powell Street;

THENCE southerly and along the westerly side of Powell Street, 75.00 feet to the point or place of BEGINNING.

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

Title No.: ANY2015-1031C

PARCEL 7 (Block 3862, Lot 26)

ALL that certain plot, piece or parcel of land 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 formed by the intersection of the northerly side of Hegeman Avenue with the westerly side of Powell Street;

RUNNING thence northerly along the westerly side of Powell Street, 100.00 feet;

THENCE westerly at right angle to the westerly side of Powell Street, 100.00 feet

THENCE southerly and parallel with the westerly side of Powell Street, 100.00 feet to the northerly side of Hegeman Avenue;

THENCE easterly along the northerly side of Hegeman Avenue, 100 feet to the point or place of BEGINNING.

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

Title No.: ANY2015-1031C

(Block 3862, Lots 1, 23, 24, 25 and 26)

The above described Parcels 3, 4, 5, 6 and 7 when taken together as one, are more particularly bounded and described as follows:

ALL that certain plot, piece or parcel of land 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 the corner formed by the intersection of the easterly side of Sackman Street with the southeasterly side of New Lots Avenue;

THENCE northeasterly along the southeasterly side of New Lots Avenue, 211.94 feet to the corner formed by the southeasterly side of New Lots Avenue with the westerly side of Powell Street;

THENCE southerly along the westerly side of Powell Street, 310.45 feet to the corner formed by the westerly side of Powell Street with the northerly side of Hegeman Avenue;

THENCE westerly along the northerly side of Hegeman Avenue, 200.00 feet to the corner formed by the intersection of the northerly side of Hegeman Avenue with the easterly side of Sackman Street;

THENCE northerly along the easterly side of Sackman Street, 240.25 feet to the southeasterly side of New Lots Avenue at the point or place of BEGINNING.

Ebenezer Plaza Owner LLC
68 - 78 New Lots Ave Street, Brooklyn, NY
Block: 3861
Lot: 1 & 6

HISTORY OF OWNERSHIP

Block	Lot #	Address	Borough	Owenship	Year Transferred	Owner's Address	City	State	Phone Number	Relationship to Requestor
3861	1	255 - 261 Hegeman	Brooklyn	E.L.B. Realty Corp	?	2089 New York Avenue	Brooklyn	NY	unknown	None
3861	1	255 - 261 Hegeman	Brooklyn	Nathan Keingarsky	1972	75 West Fenimore Street	Valley Stream	NY	unknown	None
3861	1	255 - 261 Hegeman	Brooklyn	John I. McNamara	1975	66 Court Street	Brooklyn	NY	unknown	None
3861	1	255 - 261 Hegeman	Brooklyn	Adam & Eve Operating Co., Inc.	1977	106 new Lots Avenue	Brooklyn	NY	unknown	None
3861	1	255 - 261 Hegeman	Brooklyn	Kenyon LLC	2001	96 S. Elliot Place	Brooklyn	NY	unknown	None
3861	1	255 - 261 Hegeman	Brooklyn	Linden Plaza Development LLC	2004	1946 Coney Island Avenue	Brooklyn	NY	unknown	None
3861	1	255 - 261 Hegeman	Brooklyn	The Church of God of East Flatbush	2011	409 East 95th Street	Brooklyn	NY	(718) 385-1043	1

1 The Church of God of East Flatbush has partnered with EPO to rely on EPO's real estate development experience to help the Church bring much needed affordable housing to the community as well as developing a new 1,500 seat 40,000 square foot sanctuary and auxillary services space for the Church

Block	Lot #	Address	Borough	Owenship	Year Transferred	Owner's Address	City	State	Phone Number	Relationship to Requestor
3861	6	68 - 92 New Lots	Brooklyn	Colman Garage Inc	?	90 New Lots Avenue	Brooklyn	NY	unknown	None
3861	6	68 - 92 New Lots	Brooklyn	Jamal Holding Corp	1973	737 Van Sinderen Avenue	Brooklyn	NY	unknown	None
3861	6	68 - 92 New Lots	Brooklyn	Kenyon LLC	2001	96 S. Elliot Place	Brooklyn	NY	unknown	None
3861	6	68 - 92 New Lots	Brooklyn	Linden Plaza Development LLC	2004	1946 Coney Island Avenue	Brooklyn	NY	unknown	None
3861	6	68 - 92 New Lots	Brooklyn	The Church of God of East Flatbush	2011	409 East 95th Street	Brooklyn	NY	(718) 385-1043	1

Ebenezer Plaza Owner LLC
68 -78 New Lots Ave Street, Brooklyn, NY
Block: 3861
Lot: 1 & 6

Current Operators

Name	AKA	Leased Space Address	Lease Start Date	Current Lease Status	# Street	Address of Record City	State, ZIP	Block	Lot	Phone	Relationship to Requestor ¹
Sunshine Auto		90 B New Lots	NA					3861	6	(718) 345-1377	None
Devon McFarlan & Devon Farquhatson		802 Sackman	3/1/2013	Expired	683 Pennsylvania Ave, APT 1	Brooklyn	NY, 11207	3861	6	(347) 365-8374	None
David Earle	NA	804 Sackman	3/1/2007	Expired	100 Winthrop	Brooklyn	NY, 11225	3861	6	(718) 826-0420	None
Emile Modest	NA	808 Sackman	5/1/2013	Expired	1594 E. 49th St	Brooklyn	NY, 11213	3861	1	(917) 213-6454	None
David Taylor		812 Sackman	NA					3861	1	(718) 398-5129	None
Anderson Belgrave	NA	814 Sackman	11/1/2013	Expired	814 Sackman	Brooklyn	NY, 11212	3861	1	NA	None
Davis Cleverton	Mr. T Auto Body & Repair Shop	261 Hegeman	7/1/2004	Expired	261 Hegeman	Brooklyn	NY, 11212	3861	1	NA	None
George Anderson	NA	259 Hegeman	3/1/2012	Expired	570 HI	West Islip	NY, 11795	3861	1	(347) 371-5740	None
Brian Gibbs	NA	257 Hegeman	1/1/2013	Expired	33 Warren Street	Brentwood	NY, 11717	3861	1	(646) 523-7105	None
Earl A. Charles	Charles Auto	595 Christopher	3/1/2011	Expired	70 Montgomery St, Apt 18	Brooklyn	NY, 11225	3861	1	(718) 916-1810	None
Lloyd Straus	A Ream Strauss Motor Sports	593 Christopher	4/1/2011	Expired	593 Christopher	Brooklyn	NY, 11212	3861	1	(718) 346-1865	None
Christopher Whiteman	NA	591 Christopher	8/1/2011	Expired	591 Christopher	Brooklyn	NY, 11212	3861	1	NA	None
New Movement Auto Care Inc.	Trevor Cunningham & Tapper Desmond	585 Christopher	3/1/2009	Expired	995 Thomas Boyland	Brooklyn	NY, 11212	3861	1	(718) 566-9303	None
Selwyn Caine	A1 General Auto	68 New Lots	7/9/2007	Expired	68 New Lots	Brooklyn	NY, 11212	3861	6	(718) 922-6683	None
Silk Auto & Tire Repair Inc.	Garnett Edwards	68 B New Lots	3/1/2015	Active	68B New Lots	Brooklyn	NY, 11212	3861	6	(718) 385-5525	None
Equal Rights Auto Repair and Towing		90 New Lots	7/1/2015	Expired	90 New Lots	Brooklyn	NY, 11212	3861	6	(718) 745-5530	None

1. The Requestor, Ebenezer Plaza Owner LLC ("EPO"), took beneficial title to the property on 4/29/16. Prior to that date, other than brief conversations during site tours EPO's manager's had no interaction with the operators of the Site. EPO's member, The Church of God of East Flatbush ("COG") was the previous owner of the site. COG acquired the property using a Hard Money Loan in 2011 from Linden Plaza Development LLC ("Linden"). Linden sold the property to COG and provided the loan to COG with an interest rate in excess of 10%. During COG's ownership Linden's entity, Renaissance Realty Group LLC, was the managing agent of the property with the ability to collect rent and sign leases. During the ownership period COG had little to no relationship with the tenants on site. Linden kept all books and records for the site. EPO has, to the best of its ability, included the information for the site's operators above. However, given the lack of involvement of COG and EPO's relatively recent involvement with the property the Requestor has little to no relationship with the current or any previous operators to the best of its knowledge. EPO has no records of previous operations on the site.

VOLUNTEER STATEMENT

Applicant: Ebenezer Plaza Owner LLC

Address: 68 – 78 New Lots Avenue, Brooklyn, NY 11212

Date: August 12, 2016

Section: VI

VOLUNTEER STATEMENT

Ebenezer Plaza Owner LLC (EPO) would be considered a Volunteer Requestor as the entity closed on the acquisition of the subject property on April 29th 2016. EPO plans to develop the site into an affordable housing complex in conjunction with NYC HPD and NYC HDC.

EPO's Management hopes to work with DEC & NYC OER to clean the site and move forward in the BCP in order to create a healthy living environment for the tenants who will be moving to the site. Moreover, Applicant has agreed to complete any further clean up required by an approved Remedial Work Action Plan issued by the NYS Department of Environmental Conservation Brownfield Program.

BROWNFIELD CONTACT LIST

Brownfield Site Contact List
68 New Lots Avenue, Brooklyn, NY 11212
(Block 3861; Lot 1 & 6)

1. LOCAL AND STATE OFFICIALS (Including borough president, council member, community board, NYS DEC)

The Mayor of New York City
Mayor Bill de Blasio
City Hall Park
New York, NY 10007

Brooklyn Borough President
Borough President Eric Adams
Brooklyn Borough Hall
209 Joralemon Street,
Brooklyn, New York 11201
Phone: (718) 802-3700
Email: askeric@brooklynbp.nyc.gov

Council Member Inez Barron
District 42
718 Pennsylvania Ave.
Brooklyn, New York 11207

District Manager Ms. Viola D. Greene-Walker
Brooklyn Community Board 16
444 Thomas Boyland Street, Rm. 103
Brooklyn, NY, 11233

New York City Department of Planning – Brooklyn Office
Borough Director
16 Court Street, 7th Fl.
Brooklyn, NY 11241-0103
Tel. 718-780-8280
Fax. 718-596-2609

Deputy Director Shaminder Chawla
OER
100 Gold Street, 2nd Floor
New York, NY 10038

2. OWNERS, RESIDENTS, AND OCCUPANTS ON OR ADJACENT TO THE SITE

Re: 1555 Linden Boulevard – Block 3868; Lot 2

NYC Department of Parks and Recreation or Current Owner
24 W 61st St
New York, NY 10023

Re: 94 New Lots Avenue – Block 3862; Lot 1

Ebenezer Plaza Owner LLC
c/o Mario Procida
456 E. 173rd St.
Bronx, NY 10457

Re: 656 Powell Street – Block 3862; Lot 23

Ebenezer Plaza Owner LLC
c/o Mario Procida
456 E. 173rd St.
Bronx, NY 10457

Re: 660 Powell Street – Block 3862; Lot 24

Ebenezer Plaza Owner LLC
c/o Mario Procida
456 E. 173rd St.
Bronx, NY 10457

Re: 662 Powell Street – Block 3862; Lot 25

Ebenezer Plaza Owner LLC
c/o Mario Procida
456 E. 173rd St.
Bronx, NY 10457

Re: 666 Powell Street – Block 3862; Lot 26

Ebenezer Plaza Owner LLC
c/o Mario Procida
456 E. 173rd St.
Bronx, NY 10457

Re: 71 New Lots Avenue – Block 3856; Lot 1

A. Oliver Satchell
797 Hendrix Street
Brooklyn, NY 11207

Re: 786 Sackman Street – Block 3856; Lot 129

Susan Belgrave
786 Sackman Street
Brooklyn, NY 11212

Re: 54 New Lots Avenue – Block 3860; Lot 6

Chaim Landau
5223 15th Avenue
Brooklyn, NY 11209

3. LOCAL NEWS MEDIA

New York Post
1211 Avenue of Americas
New York, New York 10036-8790
Phone: 212-930-8000

4. PUBLIC WATER SUPPLIER

NYC Department of Environmental Protection
Customer Service Center
59-17 Junction Boulevard, 13th Floor
Flushing, NY 11373

5. ANY PERSON, COMMUNITY BASED ORGANIZATION, BOA GROUP, OR LOCAL MEDIA WHO HAS REQUESTED TO BE PLACED ON THE CONTACT LIST.

At this point, no requests have been made to be placed on the site contact list.

6. ADMINISTRATOR/OPERATOR OF ANY SCHOOL OR DAY CARE FACILITY LOCATED ON OR NEAR THE SITE.

Public School 140
Attn: Administrator
985 Rockaway Ave
Brooklyn, NY 11212

The Fresh Creek School
Attn: Administrator
875 Williams Ave
Brooklyn, NY 11236

Achievement First East New York Charter School
Attn: Administrator

557 Pennsylvania Ave
Brooklyn, NY 11207
Kings Collegiate Charter School
Attn: Administrator
1084 Lenox Rd
Brooklyn, NY 11212

Brooklyn Ascend Charter School
Attn: Administrator
205 Rockaway Pkwy
Brooklyn, NY 11212

Brooklyn Gardens Elementary School
Attn: Administrator
574 Dumont Ave
Brooklyn, NY 11207

Thomas Jefferson High School
Attn: Administrator
400 Pennsylvania Ave
Brooklyn, NY 11207

Brooklyn Democracy Academy
Attn: Administrator
985 Rockaway Ave
Brooklyn, NY 11212

7. LOCATION OF DOCUMENT REPOSITORY

Brooklyn Public Library
Spring Creek Branch
12143 Flatlands Ave
Brooklyn, NY 11207

Brooklyn Public Library
East Flatbush Branch
9612 Church Ave
Brooklyn, NY 11212

Brooklyn Community Board 16
444 Thomas Boyland Street, Rm. 103
Brooklyn, NY, 11233

8. **COMMUNITY BOARD**

District Manager Ms. Viola D. Greene-Walker
Brooklyn Community Board 16
444 Thomas Boyland Street, Rm. 103
Brooklyn, NY, 11233

DOCUMENT REPOSITORY LETTERS

EBENEZER PLAZA OWNER LLC
456 E. 173RD STREET
BRONX, NY 10457

TEL: (718)299-7000

FAX: (718)716-9054

August 1, 2016

Community Board #16
444 Thomas S. Boyland Street - Room 103
Brooklyn, New York 11212

Re: Brownfield Cleanup Program (BCP)
Ebenezer Plaza Owner LLC
Site Name: Ebenezer Plaza 2
Site Address: 68 New Lots Avenue, Brooklyn, NY 11212

Dear Head Librarian:

In compliance with the requirements of the NYSDEC Brownfield Clean-up Program, Community Board #16 located at 444 Thomas S. Boyland Street - Room 103, NY 11212 agrees to serve as a designated repository for the above referenced project to facilitate citizen access to project documents such as Work Plans, Technical Specifications and Investigative Reports.

Please sign below and return the original copy to our office at the address shown above.

Accepted by:

Community Board #16

Name:

Viola D. Greene-Walker

Title:

District Manager

Signature:

Viola D. Greene-Walker

EBENEZER PLAZA OWNER LLC
456 E. 173RD STREET
BRONX, NY 10457

TEL: (718)299-7000

FAX: (718)716-9054

July 8, 2016

Brooklyn Public Library
East Flatbush Branch
9612 Church Ave
Brooklyn, NY 11212

Re: Brownfield Cleanup Program (BCP)
Ebenezer Plaza Owner LLC
Site Name: Ebenezer Plaza 2
Site Address: 68 New Lots Avenue, Brooklyn, NY 11212

Dear Head Librarian:

In compliance with the requirements of the NYSDEC Brownfield Clean-up Program, the Brooklyn Public Library, East Flatbush Branch located at 9612 Church Ave Brooklyn, NY 11212 agrees to serve as a designated repository for the above referenced project to facilitate citizen access to project documents such as Work Plans, Technical Specifications and Investigative Reports.

Please sign below and return the original copy to our office at the address shown above.

Accepted by:

Brooklyn Public Library, East Flatbush Branch

Name: Brett D. Robinson

Title: Executive Vice President

Signature: 

EBENEZER PLAZA OWNER LLC
456 E. 173RD STREET
BRONX, NY 10457

TEL: (718)299-7000

FAX: (718)716-9054

July 8, 2016

Brooklyn Public Library
Spring Creek Branch
12143 Flatlands Ave
Brooklyn, NY 11207

Re: Brownfield Cleanup Program (BCP)
Ebenezer Plaza Owner LLC
Site Name: Ebenezer Plaza 2
Site Address: 68 New Lots Avenue, Brooklyn, NY 11212

Dear Head Librarian:

In compliance with the requirements of the NYSDEC Brownfield Clean-up Program, the Brooklyn Public Library, Spring Creek Branch located at 12143 Flatlands Ave Brooklyn, NY 11207 agrees to serve as a designated repository for the above referenced project to facilitate citizen access to project documents such as Work Plans, Technical Specifications and Investigative Reports.

Please sign below and return the original copy to our office at the address shown above.

Accepted by:

Brooklyn Public Library, Spring Creek Branch

Name: Beth D. Robinson

Title: Executive Vice President

Signature: Beth D. Robinson

SITE'S CURRENT USE

Applicant: Ebenezer Plaza Owner LLC
Address: 68 New Lots Ave, Brooklyn, NY
11212 Date: August 12, 2016
Section: X, 2

SITES CURRENT USE

Block 3861, Lot 1 is developed with three deteriorating one-story slab on grade buildings totaling 15,500 SF with partial basements and consists of eleven tenant spaces with addresses of 585 to 595 Christopher Avenue, 247 to 269 Hegeman Avenue and 804 to 814 Sackman Street that are occupied by D&M Body Shop Collision, JM Mobile Glass, Trax Inc., A&B Auto, Mr. T Auto Body & Repair Shop, Duco Auto Body Repair Shop Inc., Super Star Auto Sales/Strickit The Best, Charles Auto Repair, Strauss Auto, Choice First Auto Repair, and New Movement Auto Care Inc. The space at 257 Hegeman Avenue includes 1,500 SF of interior and 3,500 SF of exterior lot space. Block 3862, Lot 6 is developed with a one-story slab on grade building totaling 16,130 SF and consists of five tenant spaces with addresses of 579 to 583 Christopher Avenue, 68 to 92 New Lots Avenue and 790 to 802 Sackman Street that are occupied by A1 General Auto Repair, Silk Auto Repair, Equal Rights Auto Repair, Sun Shine Auto Repair, and Devon N Devon Auto Repair.

The Property appears to have been developed since 1928 with various uses including store, auto garage, warehouse, auto repair, auto body, commercial building, manufacturing building and auto wrecking lot in one area.

SITE'S PROPOSED USE

Applicant: Ebenezer Plaza Owner LLC
Address: 68 New Lots Ave, Brooklyn, NY
11212 Date: August 12, 2016
Section: X, 3

SITES PROPOSED USE

Ebenezer Plaza Owner LLC (EPO) is seeking construction financing from the City of New York Department of Housing Preservation & Development (HPD) to facilitate the development of a mixed use commercial, community facility and affordable residential housing building on five adjacent and currently industrial EPO owned properties (the "project site") in Brownsville neighborhood of the Brooklyn, Community District 5.

The project site is located at 68 New Lots Avenue (Block 3861; Lots 1 & 6). While still early on in the planning stages, the proposed project involves the demolition of the existing buildings and new construction of commercial space on the ground floor with an approximately 8 story 194-unit apartment complex above. The project will be 100% affordable residential housing for families making no more than 60% of the area median income. The 194 apartments units will consist of (30) Studios, (83) 1BR's, (59) 2 BR's and (54) 3 BR. The ground floor will include frontage on New Lots Avenue, Hegeman Avenue, Sackman Street and Christopher Street with 20,057 square foot of retail space.

Phase II Report*

**Provided on CD*

Appraisal*

**Provided on CD*