

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:
Amendment to [check one or more boxes below]
Add Substitute Remove Change in Name
applicant(s) to the existing Brownfield Cleanup Agreement [Complete Section I-IV below and Part II]
Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☐Yes ☑No
If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See http://www.dec.ny.gov/chemical/76250.html
Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [Complete Sections I and V below and Part II]
Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [Complete Section I and V below and Part II]
Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.
Other (explain in detail below)
Please provide a brief narrative on the nature of the amendment:
This BCA Amendment Application is being submitted to document the alteration of the northern property boundary, resulting in an acreage increase from approximately 0.497 acres to approximately 0.5123 acres; and the merger of former Lot 33 and a portion of Lot 1 into Lot 33.

CONTROL OF THE PROPERTY OF THE			
Section I. Existing Application	n Information		
BCP SITE NAME: New 470 F	Project	BCP SITE NUMBER: C22424	
NAME OF CURRENT APPLICA	ANT(S): New 470 L l	_C	
INDEX NUMBER OF EXISTING	AGREEMENT: C224	1242-10-16 DATE OF EXISTING AGREEMENT:12/01/16	
Section II. New Requestor Info	ormation (if no chan	ge to Current Applicant, skip to Section V)	
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
 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 (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'	S REPRESENTATIV	E	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'	S CONSULTANT (if a	applicable)	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'	S ATTORNEY (if app	licable)	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
the Requestor. This would be d	ocumentation from co e corporation, or a Co	nis Application and Amendment has the authority to bind prporate organizational papers, which are updated, prporate Resolution showing the same, or an Operating tached?	
Describe Requestor's Relations			

Section III. Current Property Oversting owner/operator inform			perator or new
OWNER'S NAME (if different from	m requestor)		
ADDRESS			
CITY/TOWN		ZIP CC	DDE
PHONE	FAX	E-MAIL	
OPERATOR'S NAME (if differen	t from requestor or owner)		
ADDRESS			
CITY/TOWN		ZIP CO	DDE
PHONE	FAX	E-MAIL	
Section IV. Eligibility Informati	on for New Requestor (Ple	ease refer to ECL § 27-1407 fo	r more detail)
If answering "yes" to any of the fo	ollowing questions, please p	provide an explanation as an att	achment.
Are any enforcement actions	pending against the reques	stor regarding this site?	☐Yes ☐No
Is the requestor presently sul relating to contamination at the		the investigation, removal or re	mediation Yes No
 Is the requestor subject to an Any questions regarding whe Fund Administrator. 	outstanding claim by the S ther a party is subject to a s	pill Fund for this site? spill claim should be discussed v	Yes No with the Spill
Has the requestor been deter any provision of the subject la Article 27 Title 14; or iv) any s an explanation on a separate	aw; ii) any order or determin similar statute, regulation of	civil or criminal proceeding to b ation; iii) any regulation implem the state or federal governmen	enting ECL
Has the requestor previously application, such as name, ac relevant information.	been denied entry to the B0 ddress, Department assigne	CP? If so, include information red site number, the reason for de	elative to the enial, and other Yes No
Has the requestor been found act involving the handling, sto	d in a civil proceeding to have pring, treating, disposing or t	ve committed a negligent or inte transporting of contaminants?	ntionally tortious ☐Yes ☐ No
7. Has the requestor been conv disposing or transporting of c or offense against public adm federal law or the laws of any	ontaminants; or ii) that invol iinistration (as that term is u	involving the handling, storing, ves a violent felony, fraud, bribe sed in Article 195 of the Penal I	ery, perjury, theft,
Has the requestor knowingly jurisdiction of the Department in connection with any documents.	t, or submitted a false stater	ment or made use of or made a	er within the false statement \textsquare \textsquare \textsquare No
Is the requestor an individual or failed to act, and such act		h in ECL 27-1407.9(f) that comre basis for denial of a BCP appli	
10. Was the requestor's participate by a court for failure to subst		· · · · · · · · · · · · · · · · · · ·	Research bossessed
11. Are there any unregistered b	oulk storage tanks on-site wl	nich require registration?	☐Yes ☐No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS ACCORDANCE WITH ECL §27-1405 (1) BY CHECKII			
PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the 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.		
Requestor's Relationship to Property (check one):			
☐ Prior 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? Note: a purchase contract does not suffice as proof of access.			
Section V. Property description and description of	changes/additions/reductions (if applicable)		
ADDRESS 12 Eckford Street			
CITY/TOWN Brooklyn	ZIP CODE 11222		
TAX BLOCK AND LOT (TBL) (in existing agreement)			
Parcel Address	Parcel No. Section No. Block No. Lot No. Acreage		
12 Eckford Street	2714 33 0.383		
16 Eckford Street	2714 p/o 1 0.114		

				NAME OF THE OWNER OWNER OWNER.		TOTAL TOTAL CONTROL OF THE PROPERTY OF THE PRO
Check appropriate boxes below:						
Changes to metes and bounds descrip	tion or TE	BL correction	n .			
Addition of property (may require additional expansion – see attached instructions)		en participa	tion depend	ding on the	e nature of	the
Approximate acreage added: 0.0153						
ADDITIONAL PARCELS: FORMER PARCELS						
Parcel Address MERGED INTO:		Parcel No.	Section No.	Block No.	Lot No.	Acreage
12 Eckford Street				2714	33	0.5123
Reduction of property						
Approximate acreage removed:						
PARCELS REMOVED:						
Parcel Address		Parcel No.	Section No.	Block No.	Lot No.	Acreage
·						
If requesting to modify a metes and bounds de						

Please see attached metes and bounds description and tax map (Attachment A).

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

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 cobrownfield redevelopment tax credit.	mponent of the Yes No
Please answer questions below and provide documentation necessary to support ans	swers.
 Is at least 50% of the site area located within an environmental zone pursuant to Tax Please see <u>DEC's website</u> for more information. 	∢Law 21(6)? ☐Yes☐No
2. Is the property upside down as defined below?	Yes No
From ECL 27-1405(31):	
"Upside down" shall mean a property where the projected and incurred cost of the invest remediation which is protective for the anticipated use of the property equals or exceeds set of its independent appraised value, as of the date of submission of the application for participated cleanup program, developed under the hypothetical condition that the property contaminated.	eventy-five percent cipation in the
3. Is the project an affordable housing project as defined below?	Yes No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of artic seven of the environmental conservation law and section twenty-one of the tax law of that is developed for residential use or mixed residential use that must include afford residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a state, or local government housing agency's affordable housing program, or a local gregulatory agreement or legally binding restriction, which defines (i) a percentage of trental units in the affordable housing project to be dedicated to (ii) tenants at a define percentage of the area median income based on the occupants' households annual of the state, or local government housing agency's affordable housing program, or a local gregulatory agreement or legally binding restriction, which sets affordable units aside to owners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area media for the primary metropolitan statistical area, or for the county if located outside a met statistical area, as determined by the United States department of housing and urbar development, or its successor, for a family of four, as adjusted for family size.	a federal, government's the residential ed maximum gross income. a federal, government's for home

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: New 470 Project	BCP SITE NUMBER: C224242
NAME OF CURRENT APPLICANT(S): New 470 LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C224242-10-16	
EFFECTIVE DATE OF EXISTING AGREEMENT: December 1, 2017	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual)
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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date:Signature:
Print Name:
(Entity)
I hereby affirm that I am (title
Date:Signature:
Print Name:

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)
(Individual)
I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date:Signature:
Print Name:
(Entity)
I hereby affirm that I am an authorized rep (title) of New 470 LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Ron Walker signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: Signature: Signature: Print Name: Ronald Walker
REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT
Status of Agreement:
PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination. VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
Effective Date of the Original Agreement: 12/1/16
Signature by the Department:
DATED: 10/11/19
NEW YORK STATE DEPARTMENT OF

ENVIRONMENTAL CONSERVATION

Michael J. Ryan, P.E. Director Division of Environmental Remediation

ATTACHMENT A

County: Kings Site No: C224242 Brownfield Cleanup Agreement Index: C224242-10-16

SCHEDULE "A" PROPERTY DESCRIPTION

Metes and Bounds Description Block 2714 New Lot #33 and Environmental Easement

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 northeasterly side of Manhattan Avenue with the northerly side of Newton Street;

RUNNING THENCE along the northeasterly side of Manhattan Avenue 51 feet 6 inches to the easterly side of Eckford Street;

THENCE along the easterly side of Eckford Street 115 feet 6-3/8 inches;

THENCE easterly at 90 degree angles to Eckford Street 80 feet;

THENCE northerly at 90 degree angles to the last course 19 feet 3-3/4 inches;

THENCE at easterly at 90 degree angles to the last course 37 feet 1 1-1/4 inches;

THENCE northerly formerly an interior angle of 109 degrees 5 minutes 21 seconds, 20 feet 9-7/8 inches;

THENCE easterly 6 feet 1 inch;

THENCE southerly at 90 degree angles to Newton Street 117 feet 8-1/2 inches to the northerly side of Newton Street;

THENCE westerly along the northerly side of Newton Street 192 feet 10-1/2 inches to the point or place of BEGINNING.

Total Area 22,317.4 square feet (.5123 acres)

