
2022-2023 PERIODIC REVIEW REPORT

for

BEDFORD UNION ARMORY

Block 1274, Lot 1

BROOKLYN, New York

BCP Site No.: C224252

Prepared For:

Bedford Courts LLC

150 Myrtle Avenue, Suite 2

Brooklyn, NY 11225

Prepared By:

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

360 West 31st Street, 8th Floor

New York, New York 10001

June 2, 2023

Langan Project No. 170404402

LANGAN

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- Appendix B IC/EC Certification Form
- Appendix C Composite Cover System Inspection Report
- Appendix D Photograph Log

1.0 INTRODUCTION

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. (Langan) prepared this Periodic Review Report (PRR) to document the annual site inspection performed on May 3, 2023 at Bedford Union Armory, located in the Crown Heights neighborhood of Brooklyn, New York (Brownfield Cleanup Program [BCP] Site No. C224252). The BCP site consists of Block 1274, Lots 1, 2 and 101. Lots 2 and 101 were remediated to meet Track 1 Unrestricted Use criteria and do not rely on institutional or engineering controls. Lot 1 is about 1.76 acres and was remediated to meet Track 4 remedial program criteria, which was defined in the Final Engineering Report (FER) and Site Management Plan (SMP); therefore, the SMP and associated Environmental Easement (EE) apply only to Tax Block 1274, Lot 1 of the BCP site, herein referred to as the “site”. The site was remediated pursuant to a Brownfield Cleanup Agreement and a Certificate of Completion was issued by the New York State Department of Environmental Conservation (NYSDEC) on December 22, 2020. A site location map is provided as Figure 1 and a site layout plan is provided as Figure 2.

A Track 4 remedy was implemented in a manner that has rendered the site protective of public health and the environment, consistent with its use as a recreational center and community center/office space. The selected remedy was implemented in accordance with the NYSDEC-approved Remedial Action Work Plan (RAWP) dated December 6, 2018, Decision Document dated January 3, 2019, SMP dated November 2, 2020, and Certificate of Completion dated December 22, 2020. Exposure to remaining contamination is prevented by the site cover system, which is comprised of a 6-inch reinforced concrete slab underlain by the historical concrete slab throughout the building footprint, and a 6- to 12-inch 0.75-inch gravel layer overlain by a 12-inch concrete cover in the pool area.

This report is organized as follows:

- Periodic Review Report Certification (Section 2) – Langan documented that both the engineering control (EC) and institutional controls (IC) were operated, maintained and monitored in accordance with the SMP.
- SMP Inspection (Section 3 and 4) – Langan completed the annual site inspection, in accordance with the SMP.
- Recommendations (Section 5) – A summary of recommendations is provided based on observations made during site inspection.

2.0 PERIODIC REVIEW REPORT CERTIFICATION

2.1 Institutional Controls

Per the NYSDEC determination that the Track 4 remedy has been achieved, an EE has been executed to (1) implement, maintain and monitor the EC; (2) prevent future exposure to residual site contaminants of concern (COC) by controlling disturbances of the site subsurface; and, (3) limit the use and development of the site to only restricted residential, commercial, and industrial uses. There have been no changes or actions since the NYSDEC issued the Certificate of Completion that would require modification to the EE. A copy of the EE is included as Appendix A.

2.2 Engineering Controls

In order to protect human health and the environment from residual soil contamination, a cover system was installed at the site. An inspection of the cover system is described in detail in Section 3 and an EC location map is provided as Figure 3.

2.3 Institutional and Engineering Controls Certificate

The certification period covered by this report is April 22, 2022 to April 22, 2023. The annual inspection performed in accordance with the SMP is described in Section 3, and SMP compliance, as described in Section 4, was completed in accordance with the requirements of the BCP, as certified by the owner and Professional Engineer in the EC/IC Certificate Form. The completed and signed EC/IC Certificate Form is provided as Appendix B.

3.0 PERIODIC REVIEW REPORT - ANNUAL INSPECTIONS AND SAMPLING

In accordance with the SMP, Langan conducted an annual inspection of the composite cover system on May 3, 2023. Langan inspected the composite cover system, including the building floor slabs and pool area, for quality and integrity. During the inspection, Langan did not identify cracks or joints in the cover system. Evidence of breach or compromise of the cover system were not identified. A detailed composite cover system inspection report and photograph log are included as Appendix C and Appendix D, respectively.

4.0 COMPLIANCE WITH SMP

Specific SMP measures are described in the following sections.

4.1 Construction Health and Safety Plan

The annual site inspection was performed in compliance with the site-specific Construction Health and Safety Plan (CHASP) and applicable laws and regulations. The health and safety program manager for Langan was William Bohrer, PG.

4.2 Community Air Monitoring Plan

Ground intrusive activities were not conducted during this reporting period and therefore, the SMP Community Air Monitoring Plan (CAMP) was not implemented.

4.3 Soil/Materials Management Plan

The Soil/Materials Management Plan (SMMP) provides details for managing soil/materials, including excavation, material handling, stockpile management, transport and disposal. The plan includes controls to guide effective remedial activities in compliance with applicable laws and regulations. Ground intrusive activities were not conducted during this reporting period and therefore, the SMMP was not implemented.

4.4 Deviations from the Site Management Plan

During the annual site inspection, the site-wide cover system appeared to be intact and in compliance with the SMP.

5.0 SMP OPERATION DESCRIPTION

No ground intrusive construction activities were performed on-site during the reporting period. The following sections describe SMP operations performed during this reporting period.

5.1 Site Controls

5.1.1 Erosion and Dust Control

No ground intrusive activities took place on-site during this reporting period; therefore, erosion and dust control measures were not required.

5.1.2 Soil Screening

Residual soil/fill beneath the demarcation layer was not disturbed during this reporting period; therefore, soil screening for staining, odors, and elevated photoionization detector (PID) readings was not implemented.

5.1.3 Stockpile Management

Stockpiles were not constructed during this reporting period.

5.1.4 Truck Inspection

Soil/fill was not excavated for off-site disposal from the site during this reporting period; therefore, truck inspections were not necessary.

5.1.5 Nuisance Control

Community nuisance complaints were not received during this reporting period.

5.1.6 Reporting

Langan performed the annual site inspection. Observations were recorded in a field book that included a project number, and a summary of locations where inspection was performed.

A photograph log documenting the annual inspection is provided in Appendix D.

5.2 Material Handling and Excavation

Residual soil/fill beneath the site cover and demarcation layer was not disturbed during this reporting period.

5.3 Soil/Fill Characterization

Soil/fill characterization was not conducted during this reporting period; therefore, soil characterization was not performed.

5.4 Transport and Off-Site Disposal

No fill/soil was transported off-site for disposal during this reporting period.

5.5 Imported Backfill

No material was imported to the site for use as backfill during this reporting period.

6.0 RECOMMENDATIONS

6.1 Amendments to the Frequency of PRR Submissions

Because the only engineering control is a site cover system, Langan recommends that the PRR submission frequency is reduced to once every three years.

6.2 Proposed Discontinuation of SMP

Discontinuation of the SMP is not recommended at this time.

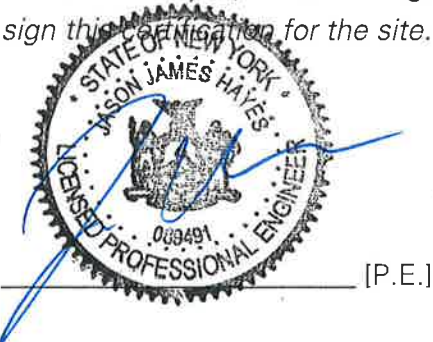
7.0 CERTIFICATION

For each institutional or engineering control identified for Lot 1 I certify that all of the following statements are true:

- The inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under my direction*
- The IC and/or EC employed at this site is unchanged from the date the control was put in place, or last approved by the NYSDEC*
- Nothing has occurred that would impair the ability of the control to protect the public health and environment*
- Nothing has occurred that would constitute a violation or failure to comply with the site management plan for this control*
- Access to the site will continue to be provided to the Department to evaluate the remedy, including access to evaluate the continued maintenance of this control*
- If a financial assurance mechanism is required under the oversight document for the site, the mechanism remains valid and sufficient for the intended purpose under the document*
- Use of the site is compliant with the environmental easement*
- The engineering control systems are performing as designed and are effective*
- To the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program and generally accepted engineering practices, and*
- The information presented in this report is accurate and complete*

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

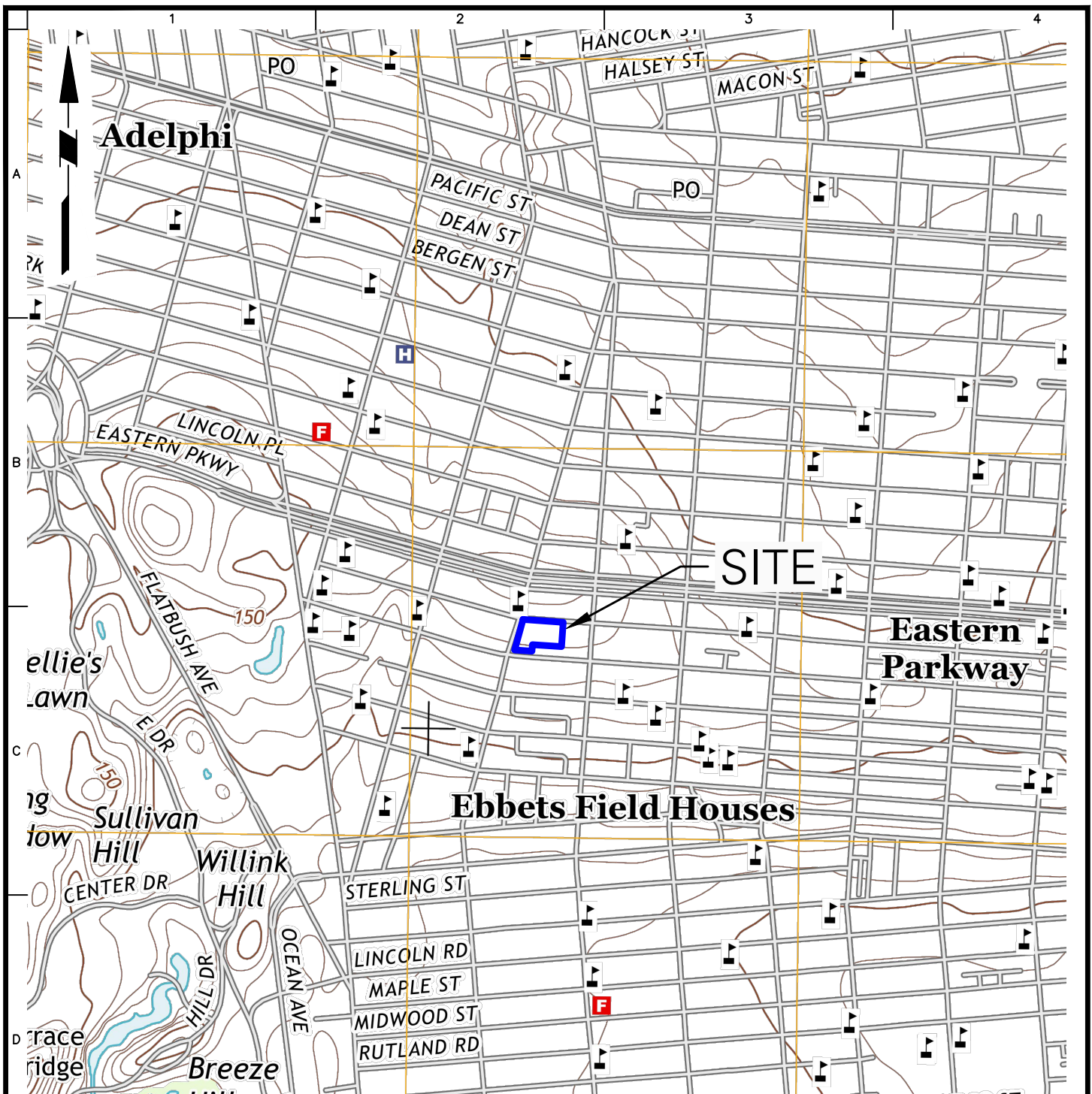
I, Jason J. Hayes, P.E., of Langan, have been authorized and designated by the site owner to sign this certification for the site.



[P.E.]

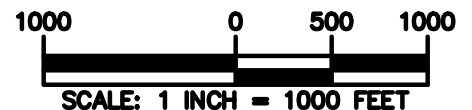
5/30/2023 DATE

Figures



MAP REFERENCE: USGS 7.5 MINUTE BROOKLYN, N.Y., TOPOGRAPHIC QUADRANGLE, DATED 1967, REVISED 2016

— APPROXIMATE LOT 1 BOUNDARY



WARNING: IT IS A VIOLATION OF THE NYS EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS ITEM IN ANY WAY.

LANGAN

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Project

BEDFORD UNION ARMY
1561 BEDFORD AVENUE

BLOCK No. 1274, LOT No. 1

BROOKLYN

NEW YORK

Figure Title

SITE LOCATION MAP

Project No.

170404402

Date

05/01/2023

Drawn By

MA

Checked By

LE

Figure No.

1

Sheet 1 of 3

Appendix A

Environmental Easement

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this _____ day of _____, 20____, between Owner, **The City of New York**, (the "Fee Owner"), having an office at City Hall, 1 Center Street, New York, New York 10007-1602; **Bedford Courts Local Development Corporation**, (the "LDC Leaseholder"), having an office at 247 West 37th Street, 4th Floor, New York, New York 10018; **Bedford Courts I LLC**, (the "BC I Subleaseholder"), having an office at 150 Myrtle Avenue, Suite 2, Brooklyn, New York 11201; **Bedford Courts III LLC**, (the "BC III Leaseholder"), having an office at 150 Myrtle Avenue, Suite 2, Brooklyn, New York 11201 (collectively the "Grantor"), and **The People of the State of New York** (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Fee Owner, **The City of New York**, is the owner of real property located at the address of 1561 Bedford Avenue in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 1274 Lot 1, being a portion of the property conveyed to Grantor by the following deeds:

- deed dated February 20, 1903 and recorded in the County Clerk's Office in Liber and Page 24/530;
- deed dated April 9, 1903 and recorded in the County Clerk's Office in Liber and

Page 25/369.

- deed dated December 1, 1905 and recorded in the County Clerk's Office in Liber and Page 40/212.

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.76 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 13, 2020 prepared by Paul D. Fisher, L.L.S. of Langan Engineering, Environmental, Surveying, Landscape, Architecture and Geology, D.P.C., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, BC III Leaseholder, **Bedford Courts III LLC**, as the beneficial and equitable interest holder of the lease in which legal title is held by LDC Leaseholder, **Bedford Courts Local Development Corporation**, as nominee (pursuant to that certain Declaration of Interest and Nominee Agreement, dated January 31, 2019 and recorded in City Register of the City of New York as CRFN #2019000051561) is the tenant of a 49-year commercial lease dated January 31, 2019 and referenced in that Memorandum of Lease dated January 31, 2019 and recorded in City Register of the City of New York as CRFN # 2019000051555; and

WHEREAS, BC I Subleaseholder, **Bedford Courts I LLC**, as the beneficial and equitable interest holder of the subleasehold estate in which legal title is held by LDC Leaseholder, **Bedford Courts Local Development Corporation**, as nominee (pursuant to that certain Declaration of Interest and Nominee Agreement, dated January 31, 2019 and recorded in City Register of the City of New York as CRFN #2019000051564) is the tenant of a 49-year commercial sublease dated January 31, 2019 and referenced in that Memorandum of Sublease dated January 31, 2019 and recorded in City Register of the City of New York as CRFN # 2019000051563; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C224252-06-17, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

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

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

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

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

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

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

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

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

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

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by

Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C224252
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

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

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

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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

The City of New York:

By: Vicki Been

Print Name: Vicki Been

Title: DM for Housing & Economic Development Date: 10/1/20

Fee Owner's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 1 day of October, in the year 20 20, before me, the undersigned, personally appeared Vicki Been, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Josephine Miranda
Notary Public - State of New York

JOSEPHINE MIRANDA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MI6164430
QUALIFIED IN RICHMOND COUNTY
MY COMMISSION EXPIRES APRIL 23, 2023

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

Bedford Courts Local Development Corporation:

By: _____

Print Name: Lee Warshavsky

Title: Secretary/Treasurer Date: 9/8/20

LDC Leaseholder's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester)

On the 8th day of September, in the year 2020 before me, the undersigned, personally appeared Lee Warshavsky, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Natoya Duncan
Notary Public - State of New York

NATOYA DUNCAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU6123076

Qualified in Bronx County
My Commission Expires February 28, 2021

Certificate filed in Westchester County Clerk's Office

This document has been remotely notarized in accordance with Governor Cuomo's Executive Order No. 202.7, in a session conducted via video conference. At the time of execution and notarization, the signer and the notary were both located in the State of New York.

IN WITNESS WHEREOF, BC I Subleaseholder has caused this instrument to be signed in its name.

Bedford Courts I LLC;

By: _____

Print Name: Donald Capoccia

Title: Authorized Signatory Date: 9/29/20

BC I Subleaseholder's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF New York)

On the 29th day of September, in the year 2020, before me, the undersigned, personally appeared Donald Capoccia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

KEVIN E. FULLINGTON
Notary Public, State of New York
Reg. No. 02FU6402906
Qualified in Kings County
Commission Expires January 13, 2024

IN WITNESS WHEREOF, BC III Leaseholder has caused this instrument to be signed in its name.

Bedford Courts III LLC:

By: _____

Print Name: Donald Capoccia

Title: Authorized Signatory Date: 9/29/20

BC III Leaseholder's Acknowledgment

STATE OF NEW YORK)

) ss:

COUNTY OF New York)

On the 29th day of September, in the year 2020, before me, the undersigned, personally appeared Donald Capoccia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

KEVIN E. FULLINGTON
Notary Public, State of New York
Reg. No. 02FU6402906
Qualified in Kings County
Commission Expires January 13, 2024

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

By: _____

Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the _____ day of _____, in the year 20__, before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

SCHEDULE "A" PROPERTY DESCRIPTION

EASEMENT AREA LEGAL DESCRIPTION

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 INTERSECTION OF THE EASTERLY SIDE OF BEDFORD AVENUE (MAPPED 80 FEET WIDE), AND THE NORTHERLY SIDE OF PRESIDENT STREET (MAPPED 70 FEET WIDE);

THENCE NORTHERLY, ALONG SAID EASTERLY SIDE OF BEDFORD AVENUE, FORMING AN INTERIOR ANGLE OF 78 DEGREES, 41 MINUTES, 42 SECONDS WITH SAID NORTHERLY SIDE OF PRESIDENT STREET, A DISTANCE OF 260.64 FEET (260 FEET 7-5/8 INCHES) TO THE INTERSECTION OF THE EASTERLY SIDE OF BEDFORD AVENUE WITH THE SOUTHERLY SIDE OF UNION STREET (MAPPED 70 FEET WIDE);

THENCE EASTERLY, ALONG SAID SOUTHERLY SIDE OF UNION STREET, FORMING AN INTERIOR ANGLE OF 101 DEGREES, 18 MINUTES, 18 SECONDS WITH THE PREVIOUS COURSE, A DISTANCE OF 331.99 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 1274 LOT 101;

THENCE SOUTHERLY, ALONG SAID WESTERLY LINE OF BLOCK 1274 LOT 101, FORMING AN INTERIOR ANGLE OF 90 DEGREES, 00 MINUTES, 08 SECONDS WITH THE PREVIOUS COURSE, A DISTANCE OF 200.92 FEET TO A POINT ON THE NORTHERLY LINE OF BLOCK 1274 LOT 2;

THENCE WESTERLY, ALONG SAID NORTHERLY LINE OF BLOCK 1274 LOT 2, FORMING AN INTERIOR ANGLE OF 89 DEGREES 59 MINUTES 52 SECONDS WITH THE PREVIOUS COURSE, A DISTANCE OF 265.64 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 1274 LOT 2;

THENCE SOUTHERLY, ALONG SAID WESTERLY LINE OF BLOCK 1274 LOT 2, FORMING AN EXTERIOR ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS WITH THE PREVIOUS COURSE, A DISTANCE OF 54.66 FEET TO A POINT ON SAID NORTHERLY LINE OF PRESIDENT STREET;

THENCE WESTERLY, ALONG SAID NORTHERLY LINE OF PRESIDENT STREET, FORMING AN INTERIOR ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS WITH THE PREVIOUS COURSE, A DISTANCE OF 117.45 FEET TO A POINT, SAID POINT BEING THE POINT OR PLACE OF BEGINNING.

ENCOMPASSING AN AREA OF 76,862 SQUARE FEET OR 1.76 ACRES, MORE OR LESS.

Appendix B
Institutional Control/Engineering Control
Certification Form



Enclosure 2
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form



Site Details

Box 1

Site No. **C224252**

Site Name **Bedford Union Armory**

Site Address: 1555 Bedford Avenue Zip Code: 11225
City/Town: Brooklyn
County: Kings
Site Acreage: 2.805

Reporting Period: April 22, 2022 to April 22, 2023

YES NO

1. Is the information above correct? ☒ ☐

If NO, include handwritten above or on a separate sheet.

2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period? ☐ ☒

3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))? ☐ ☒

4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period? ☐ ☒

If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.

5. Is the site currently undergoing development? ☐ ☒

Box 2

YES NO

6. Is the current site use consistent with the use(s) listed below? ☒ ☐

7. Are all ICs in place and functioning as designed? ☒ ☐

**IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and
DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.**

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative

Date

Box 2A

YES NO

8. Has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid?

☐☒

If you answered YES to question 8, include documentation or evidence that documentation has been previously submitted with this certification form.

9. Are the assumptions in the Qualitative Exposure Assessment still valid?
(The Qualitative Exposure Assessment must be certified every five years)

☒☐

If you answered NO to question 9, the Periodic Review Report must include an updated Qualitative Exposure Assessment based on the new assumptions.

SITE NO. C224252**Box 3****Description of Institutional Controls**ParcelOwnerInstitutional Control**1274-1**

City Of New York

Ground Water Use Restriction
Soil Management Plan
Landuse Restriction
Monitoring Plan
Site Management Plan
IC/EC Plan

The property may be used for: restricted residential; commercial, industrial;

All ECs must be operated and maintained as specified in this SMP;

All ECs must be inspected at a frequency and in a manner defined in the SMP.

The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the NYCDOH;

All future activities that will disturb remaining contaminated material must be conducted in accordance with this SMP;

The potential for vapor intrusion must be evaluated for any buildings developed on the site.

Box 4**Description of Engineering Controls**ParcelEngineering Control**1274-1**

Cover System

Engineering controls include a site cover system to prevent exposure to remaining contaminated soil at the site.

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the Engineering Control certification;

b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and complete.

YES NO

☒ ☐

2. For each Engineering control listed in Box 4, I certify by checking "YES" below that all of the following statements are true:

(a) The Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

(b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

(c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

(d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

(e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES NO

☒ ☐

**IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and
DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.**

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative

Date

IC CERTIFICATIONS
SITE NO. C224252

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 1, 2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Donald Capoccia at 150 Myrtle Avenue, Suite 2, Brooklyn,
New York 11225
print name print business address

am certifying as Remedial Party (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.



Signature of Owner, Remedial Party, or Designated Representative
Rendering Certification

4	7	2023
Date		

EC CERTIFICATIONS

Box 7

Professional Engineer Signature

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Jason Hayes at 21 Penn Plaza
360 West 31st Street, 8th Floor,
New York, NY
print name print business address

am certifying as a Professional Engineer for the Remedial Party
(Owner or Remedial Party)



Signature of Professional Engineer, for the Owner or Remedial Party, Rendering Certification Stamp
(Required for PE)

5/30/2023
Date

Appendix C
Composite Cover System Inspection Report

SITE INSPECTION CHECKLIST

Site Name: Bedford Union Armory Location: Crown Heights, Brooklyn Project Number: 170404402
 Inspector Name: Meghan Aronica Date: May 3, 2023 Weather Conditions: Mostly Cloudy, 50 Degrees Fahrenheit
 Reason for Inspection (i.e., routine, severe condition, etc.): Annual Periodic Review Inspection

Check one of the following:
 (Y: Yes N: No N/A: Not Applicable)

		Y	N	N/A	Normal Situation	Remarks
	General					
1	What are the current site conditions?	-	-	-		Recreational center and community center/office space
2	Are all applicable site records (e.g., documentation of construction activity, SMD system maintenance and repair, most current easement, etc.) complete and up to date?	Y			Y	
	Environmental Easement					
3	Has site use (restricted residential) remained the same?	Y			Y	
4	Does it appear that all environmental easement restrictions have been followed?	Y			Y	
	Impermeable Cap					
5	Are there any indications of a breach in the capping system at the time of this inspection?	N			N	See notes below
6	Are there any cracks in the building slabs?	N			N	
7	Are there any cracks in the building walls?	N			N	
8	Is there any construction activity, or indication of any construction activity within the past certification year (including any tenant improvements), that included the breaching of the capping system, on-site at the time of this inspection?	N			N	
9	If YES to number 7, is there documentation that the Soil Management Plan, HASP, and CAMP for the site was/is being followed?				N/A	

***** If the answer to any of the above questions indicate non-compliance with any Institutional Controls/Engineering Controls (ICs/ECs) for the site, additional remarks must be provided and, where applicable, documentation attached to this checklist detailing additional inspection and repair activities.**

Additional remarks: Building slab appeared to be in good condition; no evidence of cracks/joints in concrete slab. No evidence of breach of cover system.

Minimum Inspection Schedule:

- Site-wide inspections will be conducted annually, per certification year, at a minimum.
- Additional inspections will also be conducted at times of severe weather condition events.
- All inspection events will use this checklist.

Appendix D

Photograph Log

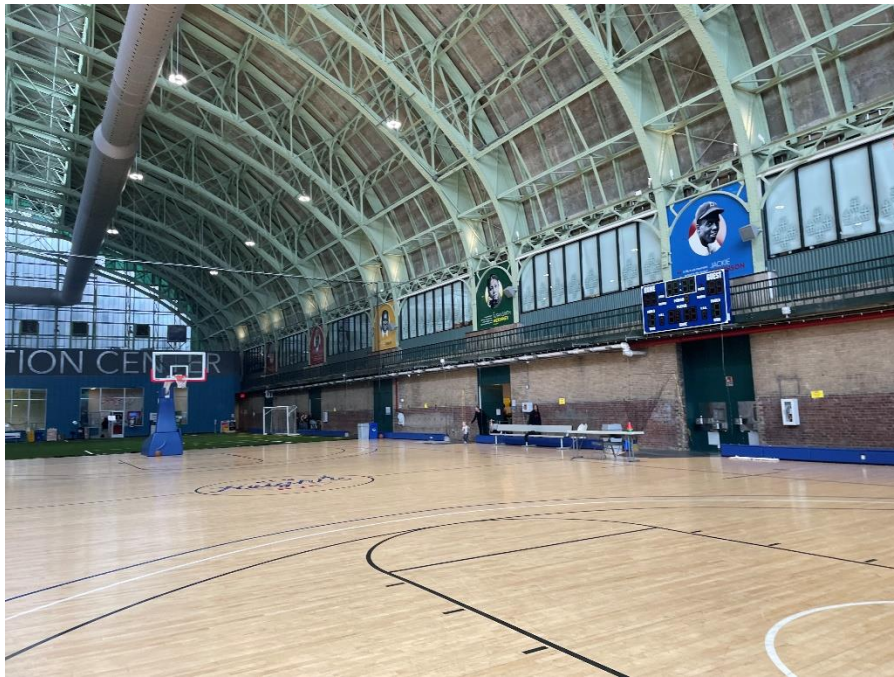


Photo 1: General view of the recreational center of the site.



Photo 2: Surface cover in recreational center of the site.

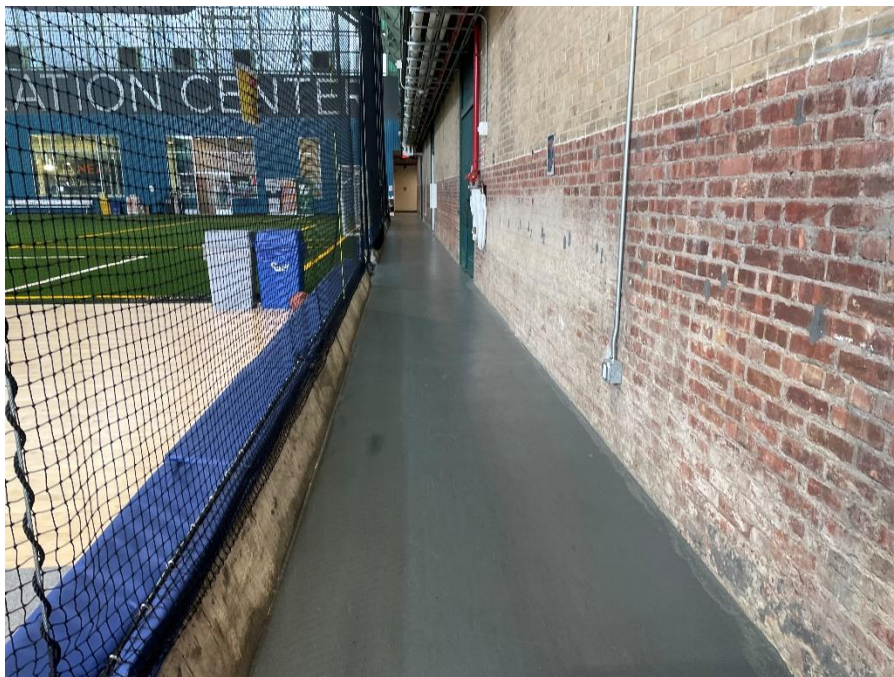


Photo 3: Surface cover of walkway in recreational center of the site.

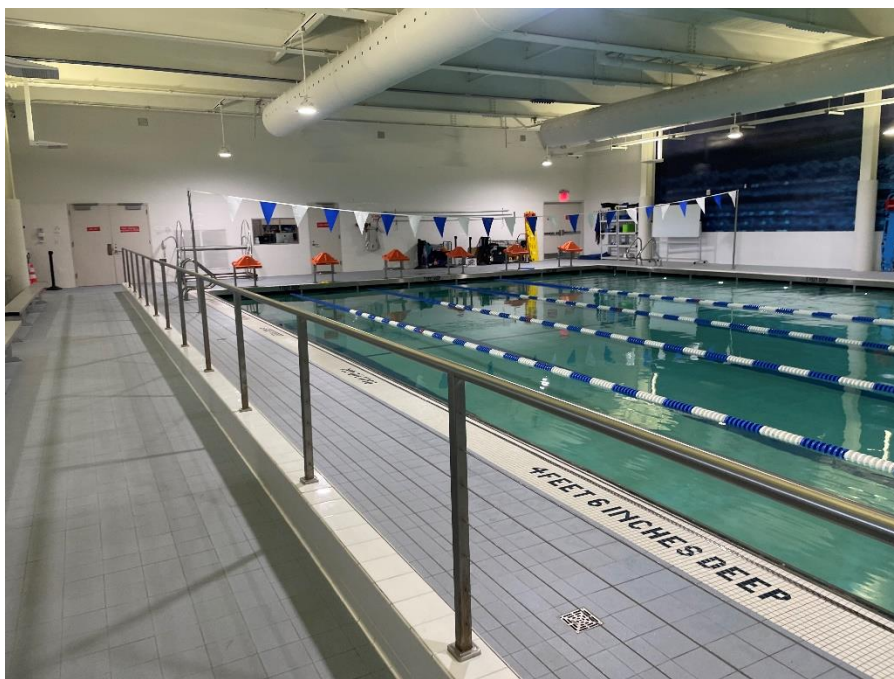


Photo 4: View of concrete pool in the recreational center of the site.



Photo 5: Surface cover in pool area of the site.



Photo 6: Surface cover in maintenance room of the site.

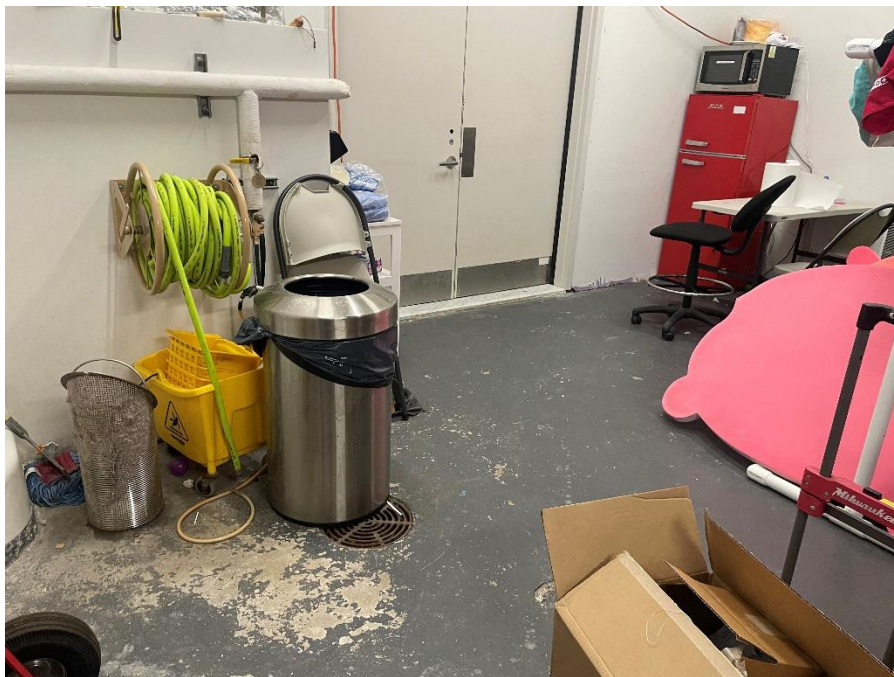


Photo 7: Surface cover in pool storage room of the site.

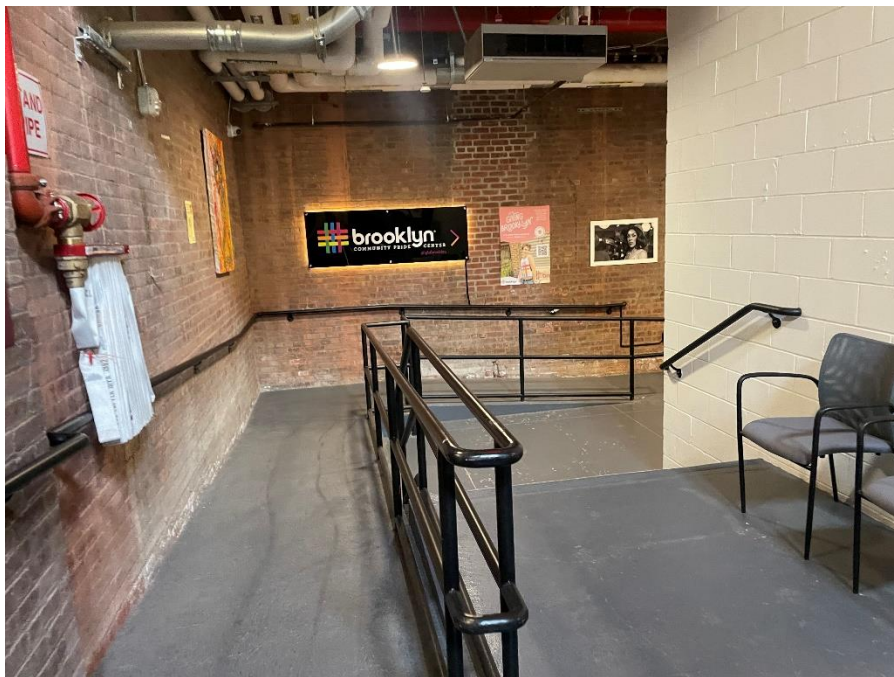


Photo 8: Surface cover of the stairwell of the site.



Photo 9: Surface cover in the mechanical room of the site.



Photo 10: General view of surface cover in hallways of the site.