

340 MYRTLE AVENUE

BROOKLYN, NEW YORK

Brownfield Cleanup Program Application

Submitted to:

New York State Department of Environmental Conservation

Division of Environmental Remediation

Site Control Section

625 Broadway, 11th Floor

Albany, NY 12233-7020

Prepared for:

F&D Myrtle Realty Co LLC and One Brooklyn Family Warehousing LLC

340-348 Myrtle Avenue and 97 North 10th Street, 2D

Brooklyn, NY 11205 and 11249

Prepared by:



121 West 27th Street, Suite 702

New York, NY 10001

mcarroll@tenen-env.com

(646) 606-2332

December 2021



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 12*

Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY
BCP SITE #:

NAME F&D Myrtle Realty Co., LLC

ADDRESS 340-348 Myrtle Avenue

CITY/TOWN Brooklyn

ZIP CODE 11205

PHONE (516) 351-3385

FAX

E-MAIL hmgbrd7@optonline.net

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. **Please note:** If the requestor is an LLC, the members/owners names need to be provided on a separate attachment.

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

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

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

3. 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.



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

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☐

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 12*

Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY
BCP SITE #:

NAME One Brooklyn Family Warehousing LLC

ADDRESS 97 North 10th Street, 2D

CITY/TOWN Brooklyn

ZIP CODE 11249

PHONE (917) 334-9390

FAX

E-MAIL jwiseman@cayugacapital.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. **Please note:** If the requestor is an LLC, the members/owners names need to be provided on a separate attachment.

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- 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 that the site requires remediation and 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). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do not submit paper copies of supporting documents.**

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

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

*Please describe: Chlorinated solvents associated with historic site operations and historic-fill related SVOCs and metals

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):

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

Other: _____

Section IV. Property Information - See Instructions for Further Guidance				
PROPOSED SITE NAME 340 Myrtle Avenue				
ADDRESS/LOCATION 340 Myrtle Avenue				
CITY/TOWN Brooklyn		ZIP CODE 11205		
MUNICIPALITY(IF MORE THAN ONE, LIST ALL): Brooklyn				
COUNTY Kings		SITE SIZE (ACRES) 0.189		
LATITUDE (degrees/minutes/seconds) 40 ° 41 ' 34.84 "		LONGITUDE (degrees/minutes/seconds) -73 ° 58 ' 20.98 "		
Complete tax map information for all tax parcels included within the proposed site boundary. If a portion of any lot is proposed , please indicate as such by inserting "P/O" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding far right column. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.				
Parcel Address	Section No.	Block No.	Lot No.	Acreage
340 Myrtle Avenue		2073	21	0.189
1. Do the proposed site boundaries correspond to tax map metes and bounds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please attach an accurate map of the proposed site.				
2. Is the required property map attached to the application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/> No <input checked="" type="checkbox"/> <div style="text-align: right; margin-top: 5px;">If yes, identify census tract : _____</div> <div style="margin-top: 5px;"> Percentage of property in En-zone (check one): <input checked="" type="checkbox"/> 0-49% <input type="checkbox"/> 50-99% <input type="checkbox"/> 100% </div>				
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)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, identify name of properties (and site numbers if available) in related BCP applications: _____				
5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach relevant supporting documentation.				
7. Are there any lands under water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

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

Note: Questions 11 through 13 only pertain to sites located within the five counties comprising New York City

11. Is the requestor seeking a determination that the site is eligible for tangible property tax credits? ☒ Yes ☐ No

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

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

NOTE: If a tangible property tax credit 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 by 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 Marisol Diaz (F&D and OBFW)			
ADDRESS F&D Myrtle Realty Co., LLC, 340-348 Myrtle Ave. / One Brooklyn Family Warehousing LLC, 97 North 10th Street, 2D			
CITY/TOWN Brooklyn		ZIP CODE 11205 / 11249	
PHONE (516) 351-3385	FAX	E-MAIL hmgbrd7@optonline.net	
NAME OF REQUESTOR'S CONSULTANT Alana Carroll, PC / Tenen Environmental, LLC			
ADDRESS 121 West 27th Street, Suite 702			
CITY/TOWN New York		ZIP CODE 10001	
PHONE 646-606-2332	FAX	E-MAIL acarroll@tenen-env.com	
NAME OF REQUESTOR'S ATTORNEY David Freeman / Gibbons P.C.			
ADDRESS One Pennsylvania Plaza, 37th Floor			
CITY/TOWN New York		ZIP CODE 10119	
PHONE 212-613-2079	FAX	E-MAIL dfreeman@gibbonslaw.com	
Section VI. Current Property Owner/Operator Information – if not a Requestor			
CURRENT OWNER'S NAME		OWNERSHIP START DATE:	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
CURRENT OPERATOR'S NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
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".			
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.			
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 which require registration? ☐ 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). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.

Section X. Land Use Factors

1. What is the current municipal zoning designation for the site? R7A / C2-4

What uses are allowed by the current zoning? (Check boxes, below)

☒ 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

The property will be redeveloped with a new seven-story mixed-use commercial and residential building, consistent with applicable zoning laws and maps.

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 proposed use is not inconsistent with any applicable comprehensive community master plans, local waterfront revitalization plans, designated Brownfield Opportunity Area plans or other adopted land use plans.

XI. Statement of Certification and Signatures

(By requestor who is an individual)

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

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am Authorized Signatory (title) of F&D Myrtle Realty Co., 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: (1) to execute a BCA within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Date: 11/22/21 Signature: Marisol Diaz

Print Name: Marisol Diaz

SUBMITTAL INFORMATION:

- **Two (2)** copies, one paper copy of the application form with original signatures and table of contents, and one complete electronic copy in final, non-fillable 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

PLEASE DO NOT SUBMIT PAPER COPIES OF SUPPORTING DOCUMENTS. Please provide a hard copy of **ONLY** the application form and a table of contents.

FOR DEC USE ONLY

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

XI. Statement of Certification and Signatures

(By requestor who is an individual)

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Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

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

Date: 11/22/21 Signature: Marisol Diaz

Print Name: Marisol Diaz

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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 12

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Is the property upside down or underutilized as defined below?	Upside Down? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Underutilized? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>From ECL 27-1405(31):</p> <p>"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.</p> <p>From 6 NYCRR 375-3.2(I) as of August 12, 2016: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)</p> <p>375-3.2:</p> <p>(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and</p> <p>(1) the proposed use is at least 75 percent for industrial uses; or</p> <p>(2) at which:</p> <p>(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;</p> <p>(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and</p> <p>(iii) one or more of the following conditions exists, as certified by the applicant:</p> <p>(a) property tax payments have been in arrears for at least five years immediately prior to the application;</p> <p>(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or</p> <p>(c) there are no structures.</p> <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>	

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

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

- ☐ Project is an Affordable Housing Project - Regulatory Agreement Attached;
- ☒ Project is Planned as Affordable Housing, But Agreement is Not Yet Available*
(*Checking this box will result in a “pending” status. The Regulatory Agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.);
- ☐ This is Not an Affordable Housing Project.

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

(a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ 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, which sets affordable units aside for home owners 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: 340 Myrtle Avenue
City: Brooklyn

Site Address: 340 Myrtle Avenue
County: Kings **Zip:** 11205

Tax Block & Lot
Section (if applicable):

Block: 2073 **Lot:** 21

Requestor Name: F&D Myrtle Realty Co., LLC
City: Brooklyn

Requestor Address: 340-348 Myrtle Avenue
Zip: 11205 **Email:** hmgbrd7@optonline.net

Requestor's Representative (for billing purposes)

Name: Marisol Diaz (F&D and OBFW) **Address:** F&D Myrtle Realty Co., LLC, 340-348 Myrtle Ave. / One Brooklyn Family Warehousing LLC, 97 North 10th Street, 2D
City: Brooklyn **Zip:** 11205 / 11244 **Email:** hmgbrd7@optonline.net

Requestor's Attorney

Name: David Freeman / Gibbons P.C. **Address:** One Pennsylvania Plaza, 37th Floor
City: New York **Zip:** 10119 **Email:** dfreeman@gibbonslaw.com

Requestor's Consultant

Name: Alana Carroll, PC / Tenen Environmental, LLC **Address:** 121 West 27th Street, Suite 702
City: New York **Zip:** 10001 **Email:** acarroll@tenen-env.com

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

DER Determination: ☐ Agree ☐ Disagree

Requestor's Requested Status: ☐ Volunteer ☒ Participant

DER/OGC Determination: ☐ Agree ☐ Disagree
Notes:

For NYC Sites, is the Requestor Seeking Tangible Property Credits: ☒ Yes ☐ No

Does Requestor Claim Property is Upside Down: ☐ Yes ☒ No

DER/OGC Determination: ☐ Agree ☐ Disagree ☐ Undetermined

Notes:

Does Requestor Claim Property is Underutilized: ☐ Yes ☒ No

DER/OGC Determination: ☐ Agree ☐ Disagree ☐ Undetermined

Notes:

Does Requestor Claim Affordable Housing Status: ☐ Yes ☐ No ☒ Planned, No Contract

DER/OGC Determination: ☐ Agree ☐ Disagree ☐ Undetermined

Notes:

**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

For all sites, an investigation report is required that is 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 and **data summary tables** requested in Section III, #3 of the BCP application form. **Data summary table instructions are attached.**

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. 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 entity's name must appear exactly as given in the NYS Department of State's Corporation & Business Entity Database.

**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.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

DATA SUMMARY TABLES

Data summary tables should include the following columns. Example tables are provided on the following page.

Soil Table:

Analytes > SCOs ^a	Detections > SCOs ^b	Max. Detection (ppm) ^c	SCO (ppm) ^d	Depth (ft bgs)
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Groundwater Table:

Analytes > AWQS ^e	Detections > AWQS ^f	Max. Detection (ppb) ^c	AWQS (ppb) ^g
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Soil Gas Table:

Analytes ^h	Total Detections	Max. Detection (ug/m ³) ^c	Type ⁱ
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^a Include all contaminants over the applicable soil cleanup objectives (SCOs). Column header should specify which SCOs are being compared to. (i.e. "RRSCOs" for Restricted Residential SCOs)

^b Number of detections over applicable SCOs. Specify which SCOs are being compared to in column header.

^c Maximum detection in parts per million (ppm) for soil, parts per billion (ppb) for groundwater, or micrograms per cubic meter (ug/m³) for soil gas.

^d List the respective SCO. Specify which SCOs are being compared to in column header.

^e Include all contaminants over Class GA Ambient Water Quality Standards (AWQS).

^f Number of detections over AWQS.

^g List the respective AWQS.

^h Include all chlorinated volatile organic compound (VOCs) detections.

ⁱ Specify type: soil vapor, sub-slab or indoor air.

Example Data Summary Tables

Soil Table:

Analytes > RR SCOs	Detections > RR SCOs	Maximum Detection (ppm)	RR SCO (ppm)	Depth (ft bgs)
Benzo(a)anthracene	3	11	1	5 – 7
Benzo(a)pyrene	4	15	1	5 – 7
Benzo(b)fluoranthene	5	15	1	5 – 7
Benzo(k)fluoranthene	1	5.3	3.9	5 – 7
Indeno(1,2,3-cd)pyrene	7	8.4	0.5	5 – 7
barium	2	967	400	0.5 – 2.5
cadmium	2	94.1	4.3	6 – 8
lead	3	1,790	400	0.5 – 2.5

Groundwater Table:

Analytes > AWQS	Detections > AWQS	Max. Detection (ppb)	AWQS (ppb)
Benz(a)anthracene	2	0.2	0.002
Benzo(a)pyrene	2	0.221	ND
Benzo(b)fluoranthene	2	0.179	0.002
Benzo(k)fluoranthene	2	0.189	0.002
Indeno(1,2,3-cd)pyrene	2	0.158	0.002
Tetrachloroethene (PCE)	1	12	5

Soil Gas Table:

Analytes	Total Detections	Max. Detection ($\mu\text{g}/\text{m}^3$)	Type
Carbon tetrachloride	1	0.84	Soil vapor
Methylene chloride	1	2.6 J	Soil vapor
Tetrachloroethene	2	47	Soil vapor
Trichloroethene	1	1.2	Soil vapor
Trichlorofluoromethane	1	21	Soil vapor

New York State Department of Environmental Conservation
BROWNFIELD CLEANUP PROGRAM

BROWNFIELD CLEANUP PROGRAM APPLICATION
SUPPLEMENTAL AND SUPPORTING INFORMATION

For

340 MYRTLE AVENUE, BROOKLYN, NY
F&D MYRTLE REALTY CO LLC
AND
ONE BROOKLYN FAMILY WAREHOUSING LLC

December 2021

Section I – Requestor Information

F&D Myrtle Realty Co., LLC and One Brooklyn Family Warehousing LLC are both NYS business entities. The New York State Department of State's Corporation & Business Entity Database printouts for both entities are included in Exhibit A.

The members of F&D Myrtle Realty Co., LLC are as follows:

- Marisol Diaz, Member and Authorized Signatory
- Robert Ferreira, Member

The members of One Brooklyn Family Warehousing LLC are as follows:

- Jamie Wiseman, Member
- Jacob Sacks, Member
- Marisol Diaz, Authorized Signatory

The Operating Agreements for both F&D Myrtle Realty Co., LLC and One Brooklyn Family Warehousing LLC and an access letter are included in Exhibit A.

Section II - Project Description

II.4 - Narrative Description

Proposed Redevelopment

The subject property will be redeveloped with a new seven-story mixed-use commercial, residential building with a full cellar. Approximately 30% of the residential units will be affordable at 130% area median income (AMI). The new building will occupy approximately 7,392 square feet (SF) or approximately 90% of the Site lot; the remainder of the lot will be unexcavated and utilized for an at grade walkway and landscaping. The proposed building will have a total gross square footage of approximately 45,221 SF. The proposed construction will require partial demolition of the existing onsite structure, a one-story commercial building with a cellar. The foundation slab and sidewalls of the existing onsite structure will remain and be utilized as part of the new building. The existing cellar footprint is equivalent to the proposed cellar footprint, with minimal excavation required to accommodate the installation of pile caps and an elevator pit, as part of the new building construction. The water table was encountered at approximately 53 feet below sidewalk grade and is not expected to be encountered during redevelopment. The proposed development is consistent with the existing zoning and the recent development in this area of Brooklyn.

Schedule

As part of the project, the property will be remediated and redeveloped with a new seven-story mixed-use commercial and residential building. Additional remedial investigation (RI) activities will be completed upon entry into the BCP. A Remedial Investigation Work Plan (RIWP) will be submitted in coincident with the BCP Application. Prior to the implementation of the RI, the demolition of the current onsite structure will occur [Jan/Feb 2022]. Additionally, the Applicants are in the process applying for the NYS 421A exemption through the New York City Housing Preservation and Development (HPD) and will be submitting a Change in Use to NYSDEC Site Control for the installation of a foundation footing to meet the 421A deadline [June 15, 2022]. A 60-day Change of Use will be submitted to NYSDEC upon acceptance of this site into the Brownfield Cleanup Program (BCP) [Jan/Feb 2022]. The Change of Use submission will be accompanied by a Soil Materials Management Plan (SMMP), a Health and Safety Plan (HASP) and a Community Air Monitoring Plan (CAMP). The implementation of the RI will occur upon NYSDEC approval [Jan/Feb 2022]. The installation of the foundation footing will occur contemporaneously with the implementation of the RI. A draft Remedial Investigation Report (RIR), draft

Interim Remedial Measures Work Plan (IRMWP) and a draft Remedial Action Work Plan (RAWP) will be completed within approximately twelve months of entry into the program. Following approval of the RAWP, the remedial action (RA) will be implemented. The Certificate of Completion is anticipated by the end of 2023. Below is a detailed estimated project schedule:

Estimated Project Schedule
(Reasonable BCP dates)

Task / Month	Oct 2021 - Dec 2021	Jan 2021 - Feb 2022	March 2022	April 2022 - May 2022	June 2022 - Sept 2022	October 2022 - December 2022	Jan 2022 - April 2022	End of 2023
BCP Application and RIWP Review and Completeness	■	■						
BCP App and RIWP, Public Comment and Approval		■	■					
Building Demo		■	■					
60-Day Change of Use, SMMP and HASP		■	■					
Implement Remedial Investigation and Install Footing			■					
IRMWP and Implement IRM				■				
RIR and RAWP, Public Comment and Approval					■	■	■	
Implement Remedial Action						■	■	■
Prepare FER/SMP, NYSDEC Approval							■	■
Certificate of Completion								■

Section III – Property’s Environmental History

III.1 – Environmental Reports

The environmental reports and/or data deliverables prepared for the Site include the following, which are included in Exhibit B.

1. Preliminary Geotechnical Engineering Report for 340 Myrtle Avenue, Brooklyn, NY, prepared by Hartland Engineering, DPC, dated June 1, 2021.
2. Phase I Environmental Site Assessment of 340 Myrtle Avenue, Brooklyn, NY; prepared by Tenen Environmental, LLC, dated July 2021.
3. Phase II Environmental Site Investigation Report for 340 Myrtle Avenue, Brooklyn, NY; prepared by Tenen Environmental, LLC, dated August 11, 2021.

III.2 – Sampling Data

The laboratory reports containing sampling data are contained in the investigation reports referenced above. Summary tables of all sampling data are included as Exhibit C.

III.3 – Site Drawings

The site drawings for soil, groundwater, and soil vapor are attached as Exhibit D. The data for these drawings is in the reports and laboratory deliverables that are referenced above.

Section IV – Property Information

The following maps have been attached as Exhibit E.

- USGS 7.5 minute quad map, indicating the site's location
- Tax Map
- Surrounding Property Owner Map
- Land Use Map

IV.10 – Property Description Narrative

Location: The Site, located at 340 Myrtle Avenue, Brooklyn, New York (Tax Block 2073, Lot 21), is an irregularly shaped parcel located at the southeast corner of Myrtle Avenue and Carlton Avenue. The Site is approximately 8,250 square feet (SF) and has approximately 106 feet of frontage along Myrtle Avenue, and 80 feet of frontage along Carlton Avenue.

Site Features: The Site is currently occupied by a one-story commercial and residential building with a full cellar that is occupied a bedding and bath store and vacant commercial spaces. The cellar extends to a depth of approximately 9.5 feet below grade (ft-bg).

Current Zoning and Land Use: The Site lot is zoned R7A, denoting a medium density apartment house district, with a C2-4 commercial overlay.

Past Uses of the Site: The Site was initially developed sometime prior to 1887 with several three-story commercial buildings. By 1938, three commercial buildings were demolished and, by 1950, this portion of the Site was used for parking. By 1961, the Site was occupied by a one-story commercial building. Dry cleaning is depicted in the eastern portion of the building and parking is shown on the southwestern portion of the lot on Sanborn maps dated 1969-2007. City directory listings document historic residential and commercial uses of the Site, with the commercial uses including dry cleaning, restaurants, grocery stores, clothing stores, a gift shop, a meat market, laundry and a barber shop.

Site Geology and Hydrogeology: The subject property is located at an average elevation of approximately 59 feet above mean sea level (ft-msl) and is relatively flat. The Site is underlain by a continuous layer of historic fill consisting of silty sand with gravel, concrete debris, brick debris, and plastic debris to a maximum depth of 11.5 ft-bg. The fill layer is underlain by a native layer of fine grained silty sand with silt lenses throughout to a depth of 20 ft-bg. The sand and silt layer is underlain by a layer of fine to coarse grained sand transitioning to clayey sand to a depth of 22.5 ft-bg. The sand layer is underlain by a layer of sandy clay to a depth of 24 ft-bg. The sandy clay layer is underlain by fine to coarse grained sand to at least 35 ft-bg.

Groundwater at the Site was measured at approximately 53 ft-bg. Groundwater is expected to flow north, towards the East River.

Environmental Assessment: Based on the July 2021 Phase II Environmental Site Investigation (ESI) conducted at the Site by Tenen Environmental, LLC, the primary contaminants of concern for the Site are chlorinated volatile organic compounds (cVOCs), specifically tetrachloroethene (PCE) and its breakdown products, polyaromatic hydrocarbons (PAHs) and metals (lead and mercury). The Phase II ESI consisted

of the advancement of eight soil borings (one at sidewalk grade, seven at basement grade), collection of eight shallow soil samples from grade to two feet below sidewalk grade (ft-bsg) or two feet below basement grade (ft-bbg), collection of eight soil samples from two ft-bsg to four ft-bsg or two ft-bbg to four ft-bbg, the installation of two permanent groundwater monitoring wells (one onsite and one offsite in the presumed downgradient direction), collection of two groundwater samples, the installation of five temporary sub-slab soil vapor points, and the collection of five sub-slab soil vapor samples. All soil and groundwater samples were analyzed for VOCs, semivolatile organic compounds (SVOCs), target analyte list (TAL) metals (total and dissolved for groundwater), pesticides, and polychlorinated biphenyls (PCBs). In addition, one soil sample and both groundwater samples were also analyzed for per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane. All sub-slab soil vapor samples were analyzed for TO-15 VOCs. Summary tables of sampling data for all media are included in Exhibit C. Sampling location plans and data diagrams are included in Exhibit D.

Soil:

Soil results were compared to the New York State Department of Environmental Conservation (NYSDEC) Unrestricted Use Soil Cleanup Objectives (SCOs) as listed in 6 NYCRR Part 375-6.8(a) and Restricted-Residential Use SCOs as listed in 6 NYCRR Part 375-6.8(b). PFAS analytes were compared to the proposed Unrestricted Use and Restricted-Residential Use SCOs as listed in the NYSDEC's *Guidelines for Sampling, Analysis, and Assessment of PFAS Under NYSDEC's Part 375 Remedial Programs* (PFAS Guidelines), June 2021. The Unrestricted Use SCOs are used as a screening value for potential soil impacts, and the Restricted-Residential Use SCOs are consistent with the anticipated future use of the Site.

The cVOC PCE was detected in one shallow soil sample, SB-3 (0-2), in exceedance of its Unrestricted Use and Restricted-Residential Use SCOs. PCE was also detected at low concentrations, below the Unrestricted Use and Restricted-Residential Use SCOs, in the remaining 15 soil samples and the duplicate sample. PCE was detected at a maximum (max.) concentration of 100 milligrams per kilogram (mg/kg) in SB-3 (0-2), collected from the southern portion of the former dry cleaner footprint. PCE has an Unrestricted Use SCO of 1.3 mg/kg and a Restricted-Residential Use SCO of 19 mg/kg. No other VOCs were detected in exceedance of Unrestricted Use or Restricted-Residential Use SCOs in any soil sample.

A variety of SVOCs, specifically PAHs, were detected in exceedance of Unrestricted Use SCOs and/or Restricted-Residential Use SCOs in one or more of three shallow (0-2 ft-bg) soil samples, including chrysene (max. 3.8 mg/kg), benzo(k)fluoranthene (max. 1.9 mg/kg), benzo(a)anthracene (max. 4.5 mg/kg), benzo(a)pyrene (max. 5.3 mg/kg), benzo(b)fluoranthene (max. 6.1 mg/kg), indeno(1,2,3-cd)pyrene (max. 4.1 mg/kg), and dibenzo(a,h)anthracene (max. 0.96 mg/kg). The highest concentrations of all SVOCs were detected in SB-3 (0-2). No other SVOCs were detected in exceedance of Unrestricted Use or Restricted-Residential Use SCOs in any soil sample.

A variety of metals, including copper, lead, mercury, and zinc, were detected in one or more soil samples in exceedance of Unrestricted Use SCOs. Of these, lead and mercury were also detected in exceedance of Restricted-Residential Use SCOs in one or more samples. Lead was detected at a max. concentration of 638 mg/kg in SB-1 (2-4) (Unrestricted Use SCO: 63 mg/kg; Restricted-Residential Use SCO: 400 mg/kg); mercury was detected at a max. concentration of 1.14 mg/kg in SB-1 (2-4) (Unrestricted Use SCO: 0.18 mg/kg; Restricted-Residential Use SCO: 0.81 mg/kg); copper was detected at a max. concentration of 154 mg/kg in SB-1 (2-4) (Unrestricted Use SCO: 50 mg/kg; Restricted-Residential Use SCO: 270 mg/kg); and, zinc was detected at a max. concentration of 317 mg/kg in SB-1 (0-2) (Unrestricted Use SCO: 109 mg/kg; Restricted-Residential Use SCO: 10,000 mg/kg). No other metals were detected in exceedance of Unrestricted Use or Restricted-Residential Use SCOs in any soil sample.

Two pesticides, 4,4'-DDE and 4,4'-DDT, were detected in exceedance of Unrestricted Use SCOs, but below Restricted-Residential Use SCOs, in one or more soil samples, with the highest concentrations occurring in SB-1 (2-4). 4,4'-DDE was detected in exceedance of its Unrestricted Use SCO in three samples

(max. 0.106 mg/kg) and 4,4'-DDT was detected in exceedance of its Unrestricted Use SCO in four samples (max. 0.108 mg/kg). Both analytes have an Unrestricted Use SCO of 0.0033 mg/kg. No other pesticides were detected in exceedance of Unrestricted Use SCOs in any soil samples. Pesticides were not detected in exceedance of Restricted-Residential Use SCOs in any soil sample.

One PCB, aroclor 1260, was detected slightly in exceedance of its Unrestricted Use SCO of 0.1 mg/kg in one soil sample, SB-1 (0-2) (concentration of 0.109 mg/kg). In addition, total PCBs were also detected slightly in exceedance of their Unrestricted Use SCO of 0.1 mg/kg in one soil sample, SB-1 (0-2) (concentration of 0.109 mg/kg). No other PCBs were detected in exceedance of Unrestricted Use SCOs in any soil samples. PCBs were not detected in exceedance of Restricted-Residential Use SCOs in any soil sample.

One PFAS analyte, perfluorooctanesulfonic acid (PFOS), was detected in exceedance of its proposed Unrestricted Use SCO, but below its proposed Restricted-Residential Use SCO, in soil sample SB-1 (0-2). PFOS was detected at a concentration of 5.14 nanograms per gram (ng/g) with a proposed Unrestricted Use SCO of 0.88 ng/g and a proposed Restricted-Residential Use SCO of 44 ng/g. No other PFAS analytes were detected in exceedance of the proposed Unrestricted Use or Restricted-Residential Use SCOs in any soil samples. 1,4-dioxane was not detected in any soil sample.

Groundwater:

Groundwater results were compared to the NYSDEC Technical and Operational Guidance Series (TOGS) 1.1.1 Class GA Water Quality Standard and Guidance Values (Class GA Standards) and NYSDEC's PFAS Guidelines.

One cVOC, PCE, was detected in exceedance of its Class GA Standard of 5 micrograms per liter (ug/l) in both groundwater samples and the duplicate sample. PCE was detected at a max. concentration of 32 ug/l in MW-2 and MW-2_DUP, collected from the southern sidewalk of Myrtle Avenue, adjacent to the former onsite dry cleaner. No other VOCs were detected in exceedance of Class GA Standards in any groundwater samples.

A variety of SVOCs, specifically PAHs, were detected slightly in exceedance of their respective Class GA Standards in both groundwater samples and the duplicate sample. Benzo(a)anthracene (max. 0.11 ug/l) and benzo(b)fluoranthene (max. 0.08 ug/l) were detected in both groundwater samples and the duplicate sample in exceedance of Class GA Standards; benzo(k)fluoranthene (max. 0.02 ug/l) was detected in both groundwater samples in exceedance of its Class GA Standard; and, chrysene (max. 0.09 ug/l) and indeno(1,2,3-cd)pyrene (max. 0.03 ug/l) were detected in one groundwater sample and the duplicate sample in exceedance of Class GA Standards. The highest concentrations of all SVOCs were detected in MW-1, located in the exterior portion of the Site. The Class GA Standard for all aforementioned PAHs is 0.002 ug/l. No other SVOCs were detected in exceedance of Class GA Standards in any groundwater samples.

One metal, chromium, was detected in one total groundwater sample, MW-2, at a concentration of 53 ug/l, slightly in exceedance of its Class GA Standard of 50 ug/l. Chromium was not detected in any dissolved groundwater samples. A variety of naturally-occurring earth metals, including iron, magnesium, manganese, and sodium, were detected in both total groundwater samples and the duplicate sample in exceedance of Class GA Standards. No other total or dissolved metals were detected in exceedance of Class GA Standards in any groundwater samples.

Pesticides and PCBs were not detected in exceedance of Class GA Standards in any groundwater samples.

Two PFAS analytes, PFOS and perfluorooctanoic acid (PFOA), were detected in exceedance of their NYSDEC PFAS Guidelines of 10 nanograms per liter (ng/l) in both groundwater samples and the duplicate sample. PFOS was detected at a max. concentration of 12.2 ng/l in MW-1 and PFOA was detected at a max.

concentration of 91 ng/l in MW-2_DUP. However, total PFAS, including PFOS and PFOA, were not detected in exceedance of the NYSDEC PFAS Guideline of 500 ng/l. No other PFAS analytes were detected in exceedance of the NYSDEC PFAS Guidelines.

Low concentrations of 1,4-dioxane were detected in one groundwater sample, MW-2, and the duplicate sample. 1,4-Dioxane was detected at a max. concentration of 0.0747 ug/l in MW-2_DUP. Currently, there is no Class GA Standard for 1,4-dioxane.

Soil Vapor:

Sub-slab soil vapor results were compared to the NYSDOH Decision Matrices as presented in the NYSDOH Soil Vapor Guidance, October 2006 with May 2017 updates.

A variety of cVOCs, including PCE, trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), trans-1,2-DCE, and chloroform were detected in one or more sub-slab soil vapor samples. PCE was detected in all five sub-slab soil vapor samples at concentrations ranging from 1,250 micrograms per cubic meter (ug/m3) in SS-5 to 351,000 ug/m3 in SS-2; TCE was detected in four of five sub-slab soil vapor samples at concentrations ranging from 38.2 ug/m3 in SS-4 to 1,410 ug/m3 in SS-3; cis-1,2-DCE and trans-1,2-DCE were detected in one sub-slab soil vapor sample (SS-3) at concentrations of 2,890 ug/m3 and 205 ug/m3, respectively; and, chloroform was detected in three sub-slab soil vapor samples at concentrations ranging from 5.23 ug/m3 in SS-5 to 406 ug/m3 in SS-2. PCE is part of NYSDOH Matrix B and TCE and cis-1,2-DCE are part of NYSDOH Matrix A. Comparison of PCE, TCE, and cis-1,2-DCE concentrations to the applicable NYSDOH Matrix (Matrix B for PCE and Matrix A for TCE and cis-1,2-DCE) indicates that mitigation would be required for PCE at all five sample locations regardless of the potential co-located indoor air concentrations; mitigation would be required for TCE at three sample locations (SS-1, SS-2, and SS-3) regardless of the potential co-located indoor air concentrations; and, mitigation would be required for cis-1,2-DCE at one sample location (SS-3) regardless of the potential co-located indoor air concentration. Trans-1,2-DCE and chloroform are not part of the NYSDOH Decision Matrices. All other cVOCs included on the NYSDOH Decision Matrices, including 1,1-DCE, carbon tetrachloride, 1,1,1-trichloroethane, methylene chloride, and vinyl chloride were not detected in any sub-slab soil vapor sample.

Section VI – Previous Owners and Operators

The current owner of the subject property is F&D Myrtle Realty Co., LLC with offices at 340-348 Myrtle Avenue, Brooklyn NY, 11205. The prospective owner is One Brooklyn Family Warehousing LLC with offices at 97 North 10th Street, 2D, Brooklyn, NY 11249. One Brooklyn Family Warehousing LLC will be the 100% owned subsidiary of F&D Myrtle Realty Co., LLC or purposes of being the titleholder and borrower under the construction loan. F&D Myrtle Realty Co., LLC took ownership of the Site on June 12, 1998.

The information below includes the known owners and operators of Lot 21.

Previous Owners – Lot 21			
Name	Last Known Contact Information	Relationship to Applicant	Ownership
Clara Gallen, Norman Gallen, and Gilbert Gallen	1876 East 24 th Street Brooklyn, NY 11229	None	Unknown – 1977
The City of New York	1 Centre Street New York, NY 10007	None	1977 – Unknown

Previous Owners – Lot 21			
Name	Last Known Contact Information	Relationship to Applicant	Ownership
Norman Charles Realty Corp.	340-348 Myrtle Avenue Brooklyn, NY 11205	None	1967 – 1977; Unknown – 1998

Previous Operators – Lot 21			
Name	Last Known Contact Information	Relationship to Applicant	Operation (known years)
Barber Shop	346 Myrtle Avenue Brooklyn, NY 11205	None	1934
Diners	340 Myrtle Avenue Brooklyn, NY 11205	None	1940 – 1949
Dougherty's Meat Market	348 Myrtle Avenue Brooklyn, NY 11205	None	1949
Marty's Gift Inc	348 Myrtle Avenue Brooklyn, NY 11205	None	1960
One Hour Martinizing	346 Myrtle Avenue, Brooklyn, NY 11205	None	1960 – 1976
Twin Shop Children's Apparel	340 Myrtle Avenue Brooklyn, NY 11205	None	1960 – 1965
Unknown Dry Cleaner	346 Myrtle Avenue Brooklyn, NY 11205	Former Tenant	1969 – 2007
Chicken Delight	348 Myrtle Avenue Brooklyn, NY 11205	None	1970 – 1973
Pioneer Food Store	340 Myrtle Avenue Brooklyn, NY 11205	None	1985
Express Deli	346 Myrtle Avenue Brooklyn, NY 11205	None	1992
Nu Nu Restaurant	348 Myrtle Avenue Brooklyn, NY 11205	None	1992 – 2000
M&R Myrtle Food Corp	340 Myrtle Avenue Brooklyn, NY 11205	None	1994 – 1997
Andre Felipe Fashion Inc.	346 Myrtle Avenue Brooklyn, NY 11205	Former Tenant	2004
Chia Hsiung Corp	348 Myrtle Avenue Brooklyn, NY 11205	Former Tenant	2004 – 2017
Wash Cycle II	340 Myrtle Avenue Brooklyn, NY 11205	Former Tenant	2000 – 2021
Mega Home Furniture/Linen	346 Myrtle Avenue Brooklyn, NY 11205	Current Tenant	2009 – Current
Only One Stop Shop Company	346 Myrtle Avenue Brooklyn, NY 11205	Former Tenant	2017

Section IX – Contact List Information

See contact list in Exhibit F.

Section X – Land Use Factors

X.2 – Summary of Current Business Operations or Uses: The Site is currently occupied by a one-story commercial building with a full cellar and is occupied by a bedding and bath store and various vacant commercial spaces. The southwest portion of the Site is undeveloped and utilized for parking.

X.3 – Reasonably Anticipated Use Post-Remediation: The anticipated post-remedial use is a mixed-use commercial and residential building.

Exhibit A
NYS Department of State Registration,
Entity Operating Agreements, and
Access Letter

Department of State

Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details

**ENTITY NAME:**

F&D MYRTLE REALTY CO., LLC

DOS ID:

2268864

FOREIGN LEGAL NAME:**FICTITIOUS NAME:****ENTITY TYPE:**

DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:**SECTION OF LAW:**

203 LLC - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS:

Active

DATE OF INITIAL DOS FILING:

06/12/1998

REASON FOR STATUS:**EFFECTIVE DATE INITIAL FILING:**

06/12/1998

INACTIVE DATE:**FOREIGN FORMATION DATE:****STATEMENT STATUS:**

PAST DUE DATE

COUNTY:

Kings

NEXT STATEMENT DUE DATE:

06/30/2020

JURISDICTION:

New York, United States

NFP CATEGORY:[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: THE LLC**Address:** 340 MYRTLE AVENUE, BROOKLYN, NY, United States, 00000

Chief Executive Officer's Name and Address

Name:**Address:**

Principal Executive Office Name and Address

Name:**Address:**

Registered Agent Name and Address

Name:**Address:**

Entity Primary Location Name and Address

**LIMITED LIABILITY COMPANY AGREEMENT
OF
F&D MYRTLE REALTY CO. LLC
A New York Limited Liability Company**

This LIMITED LIABILITY COMPANY AGREEMENT OF F&D MYRTLE REALTY CO. LLC a NEW YORK limited liability company (the "Company"), dated as of June 12, 1998 (this "Agreement"), is adopted, executed and agreed to by F&D Myrtle Realty Co. LLC, a New York limited liability company, as the sole member (the "Member") of the Company.

SECTION 1. Formation. The Company has been organized as a New York limited liability company by the filing of a Certificate of Formation (the "Certificate") under and pursuant to the New York Limited Liability Company Act (the "Act"). To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement, to the extent permitted by the Act, shall control.

SECTION 2. Purpose and Powers. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing. In furtherance of the foregoing, the Company is hereby authorized to form under the laws of the State of New York.

SECTION 3. Registered Office. The registered office of the Company required by the Act to be maintained in the State of New York shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Member may designate from time to time, which need not be in the State of New York, and the Company shall maintain records there. The Company may have such other offices as the Member may designate from time to time.

SECTION 4. Registered Agent. The registered agent of the Company for service of process on the Company in the State of New York shall be the initial registered agent named in the Certificate or such other natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity as the Member may designate from time to time in the manner provided by law.

SECTION 5. No State Law Partnership. The Member intends that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than, if applicable federal and state tax purposes, and this Agreement shall not be construed to suggest otherwise. It is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. The Member acknowledges that if two or more persons or entities hold equity interests in the Company for federal income tax purposes then the Company will be treated as a "partnership" for federal and all relevant state tax purposes and shall make all available elections to be so treated. All provisions of the Company's Certificate of Formation and this Agreement are to be construed so as to preserve that tax status under those circumstances.

SECTION 6. Admission of Member. Simultaneously with the execution and delivery of this Agreement and the filing of the Certificate of Formation with the Office of the Secretary of State of the State of New York, F&D Myrtle Realty Co. LLC is admitted as the sole Member of the Company in respect of the Interest (as hereinafter defined).

SECTION 7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act) (the "Interest") including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person or entity to comply with the terms and provisions of this Agreement.

SECTION 8. Capital. The Member may contribute cash, other assets or property to the Company with respect to its Interests as it shall decide, from time to time.

SECTION 9. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. The Member will have the right to appoint the Manager from time to time. A Manager need not be a Member. The Member hereby appoints Marisol Diaz and Robert Ferreira as the Managers of the Company until a successor is appointed and qualified or until such Manager's death, resignation or removal. In addition, Marisol Diaz shall be an authorized person within the meaning of the Act to file the Company's Certificate of Formation.

The Company may have employees or agents who are denominated as officers or authorized signatories as the Managers may designate from time to time (the "Officers"). If appointed, the Officers shall be responsible for implementing the decisions of the Managers and for conducting the ordinary and usual business and affairs of the Company. The acts of the Officers shall bind the Company when within the scope of the authority of such Officers.

SECTION 10. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute with respect to its Interests any cash, other assets or property held by it which is neither reasonably necessary for the operation of the Company nor otherwise in violation of Section 18-607 or Section 18-804 of the Act. Whenever the Company is to pay any sum to any Member, any amounts that such Member owes to the Company may be deducted from that sum before payment.

SECTION 11. Indemnification and Exculpation. None of the Member, its Affiliates or any Manager, employee officer, representative, agent or direct or indirect member of the Company, the Member or their Affiliates (collectively, the "Covered Persons") will, to the fullest extent permitted by law, be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person will be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

To the fullest extent permitted by applicable law, a Covered Person will be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person will be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Article by the Company will be provided out of and to the extent of Company assets only, and the Members will not have personal liability on account thereof.

SECTION 12. Assignments. The Member may assign all or any part of its Interest at any time (an assignee of such Interest is hereinafter referred to as a "Permitted Transferee"). A Permitted Transferee shall become a substituted Member automatically upon an assignment.

SECTION 13. Distributions Upon Dissolution. Upon the occurrence of an event set forth in Section 13 hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 18-804 of the Act, the remaining funds of the Company.

SECTION 14. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other Person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

SECTION 15. Limited Liability. The Member shall have no liability for the obligations of the Company, except to the extent required by the Act.

SECTION 16. Amendment. This Agreement may be amended only in a writing signed by the Member.

SECTION 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICTS OF LAWS, RULES OR PRINCIPLES THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

SECTION 18. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

SECTION 19. Counterparts. This Agreement may be executed in separate counterparts (including by manual telecopied signature pages), each of which shall be an original and all of which taken together shall constitute one and the same agreement.

SECTION 20. Further Assurances. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

SECTION 21. The Entire Agreement. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

SECTION 22. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns and the Member and any subsequent holders of Interests and the respective successors and assigns of each of them, so long as they hold any Interests.

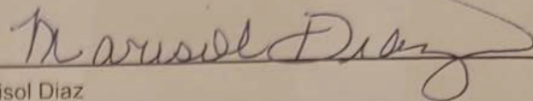
SECTION 23. Delivery by Facsimile/Electronic Mail. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or by electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or by electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

* * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER

F&D Myrtle Realty Co. LLC

A handwritten signature in dark ink, appearing to read "Marisol Diaz", is written over a horizontal line.

Marisol Diaz
Authorized Signatory

Department of State Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details

ENTITY NAME:
ONE BROOKLYN FAMILY WAREHOUSING LLC

FOREIGN LEGAL NAME:

ENTITY TYPE:
DOMESTIC LIMITED LIABILITY COMPANY

SECTION OF LAW:
203 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING:
01/21/2021

EFFECTIVE DATE INITIAL FILING:
01/21/2021

FOREIGN FORMATION DATE:

COUNTY:
Kings

JURISDICTION:
New York, United States

DOS ID:
5923424

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:
Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:
CURRENT

NEXT STATEMENT DUE DATE:
01/31/2023

NFP CATEGORY:

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: THE LLC

Address: 97 NORTH 10TH STREET, SUITE 2D, BROOKLYN, NY, United States, 11249

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

**LIMITED LIABILITY COMPANY AGREEMENT
OF
One Brooklyn Family Warehousing LLC
A New York Limited Liability Company**

This LIMITED LIABILITY COMPANY AGREEMENT OF ONE BROOKLYN FAMILY WAREHOUSING LLC a NEW YORK limited liability company (the “Company”), dated as of January 21, 2021 (this “Agreement”), is adopted, executed and agreed to by One Brooklyn Family Warehousing LLC, a New York limited liability company, as the sole member (the “Member”) of the Company.

SECTION 1. Formation. The Company has been organized as a New York limited liability company by the filing of a Certificate of Formation (the “Certificate”) under and pursuant to the New York Limited Liability Company Act (the “Act”). To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement, to the extent permitted by the Act, shall control.

SECTION 2. Purpose and Powers. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing. In furtherance of the foregoing, the Company is hereby authorized to form under the laws of the State of New York.

SECTION 3. Registered Office. The registered office of the Company required by the Act to be maintained in the State of New York shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Member may designate from time to time, which need not be in the State of New York, and the Company shall maintain records there. The Company may have such other offices as the Member may designate from time to time.

SECTION 4. Registered Agent. The registered agent of the Company for service of process on the Company in the State of New York shall be the initial registered agent named in the Certificate or such other natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity as the Member may designate from time to time in the manner provided by law.

SECTION 5. No State Law Partnership. The Member intends that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than, if applicable federal and state tax purposes, and this Agreement shall not be construed to suggest otherwise. It is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. The Member acknowledges that if two or more persons or entities hold equity interests in the Company for federal income tax purposes then the Company will be treated as a "partnership" for federal and all relevant state tax purposes and shall make all available elections to be so treated. All provisions of the Company's Certificate of Formation and this Agreement are to be construed so as to preserve that tax status under those circumstances.

SECTION 6. Admission of Member. Simultaneously with the execution and delivery of this Agreement and the filing of the Certificate of Formation with the Office of the Secretary of State of the State of New York, One Brooklyn Family Warehousing LLC is admitted as the sole Member of the Company in respect of the Interest (as hereinafter defined).

SECTION 7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act) (the "Interest") including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person or entity to comply with the terms and provisions of this Agreement.

SECTION 8. Capital. The Member may contribute cash, other assets or property to the Company with respect to its Interests as it shall decide, from time to time.

SECTION 9. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. The Member will have the right to appoint the Manager from time to time. A Manager need not be a Member. The Member hereby appoints Jamie Wiseman and Jacob Sacks as the Managers of the Company until a successor is appointed and qualified or until such Manager's death, resignation or removal. In addition, Jamie Wiseman shall be an authorized person within the meaning of the Act to file the Company's Certificate of Formation and Marisol Diaz shall be an authorized signatory on all One Brooklyn Family Warehousing LLC documents.

The Company may have employees or agents who are denominated as officers or authorized signatories as the Managers may designate from time to time (the "Officers"). If appointed, the Officers shall be responsible for implementing the decisions of the Managers and for conducting the ordinary and usual business and affairs of the Company. The acts of the Officers shall bind the Company when within the scope of the authority of such Officers.

SECTION 10. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute with respect to its Interests any cash, other assets or property held by it which is neither reasonably necessary for the operation of the Company nor otherwise in violation of Section 18-607 or Section 18-804 of the Act. Whenever the Company is to pay any sum to any Member, any amounts that such Member owes to the Company may be deducted from that sum before payment.

SECTION 11. Indemnification and Exculpation. None of the Member, its Affiliates or any Manager, employee officer, representative, agent or direct or indirect member of the Company, the Member or their Affiliates (collectively, the "Covered Persons") will, to the fullest extent permitted by law, be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person will be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

To the fullest extent permitted by applicable law, a Covered Person will be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person will be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Article by the Company will be provided out of and to the extent of Company assets only, and the Members will not have personal liability on account thereof.

SECTION 12. Assignments. The Member may assign all or any part of its Interest at any time (an assignee of such Interest is hereinafter referred to as a "Permitted Transferee"). A Permitted Transferee shall become a substituted Member automatically upon an assignment.

SECTION 13. Distributions Upon Dissolution. Upon the occurrence of an event set forth in Section 13 hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 18-804 of the Act, the remaining funds of the Company.

SECTION 14. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other Person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

SECTION 15. Limited Liability. The Member shall have no liability for the obligations of the Company, except to the extent required by the Act.

SECTION 16. Amendment. This Agreement may be amended only in a writing signed by the Member.

SECTION 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICTS OF LAWS, RULES OR PRINCIPLES THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

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SECTION 22. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns and the Member and any subsequent holders of Interests and the respective successors and assigns of each of them, so long as they hold any Interests.

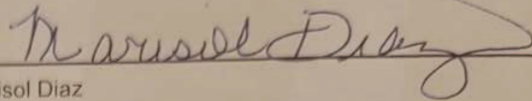
SECTION 23. Delivery by Facsimile/Electronic Mail. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or by electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or by electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

* * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER

One Brooklyn Family Warehousing LLC

A handwritten signature in dark ink, appearing to read "Marisol Diaz", is written over a horizontal line.

Marisol Diaz
Authorized Signatory

F&D MYRTLE REALTY CO., LLC

November 16, 2021

Ms. Kelly A. Lewandowski
Chief, Site Control Section
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7020

Re: 340-348 Myrtle Avenue and 97 North 10th Street, Brooklyn, N.Y. (Site)

Dear Ms. Lewandowski:

We are writing to confirm that F&D Myrtle Realty Co., LLC, the owner of the Site, will provide full access to the Site to One Brooklyn Family Warehousing LLC, its co-Requestor for the Site's admission to the New York State Brownfield Cleanup Program (BCP), to enable it to fulfill all of the requirements of the BCP, including but not limited to access to and the ability to place an easement on the Site.

Very truly yours,

F&D Myrtle Realty Co., LLC
Marisol Diaz
Authorized Signatory

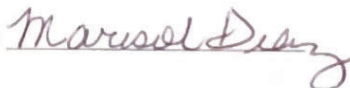
Signature: 

Exhibit B
Environmental Reports (on CD)

Exhibit C

Data Summary Tables

Groundwater Analytical Summary Table
340 Myrtle Avenue
Brownfield Cleanup Program Application

Analytes in Exceedance of AWQS or NY-PFAS	Number of Detections in Exceedance of AWQS or NY-PFAS	Maximum Detection (ppb for all non-PFAS analytes, ppt for PFAS)	AWQS (ppb)	NY-PFAS (ppt)
Tetrachloroethene	2	32	5	NS
Benzo(a)anthracene	2	0.11	0.002	NS
Benzo(b)fluoranthene	2	0.08	0.002	NS
Benzo(k)fluoranthene	2	0.02	0.002	NS
Chrysene	1	0.09	0.002	NS
Indeno(1,2,3-cd)pyrene	1	0.03	0.002	NS
Chromium, Total	1	53	50	NS
Iron, Total	2	26900	300	NS
Magnesium, Total	2	39700	35000	NS
Manganese, Total	2	1280	300	NS
Sodium, Total	2	84700	20000	NS
Magnesium, Dissolved	1	36400	35000	NS
Manganese, Dissolved	2	494	300	NS
Sodium, Dissolved	2	81900	20000	NS
Perfluorooctanesulfonic acid (PFOS)	2	12.2	NS	10
Perfluorooctanoic acid (PFOA)	2	89.3	NS	10

Notes:

AWQS = NYSDEC Technical and Operational Guidance Series (TOGS) 1.1.1 Class GA Ambient Water Quality Standards

NY-PFAS = Guidelines for Sampling, Analysis, and Assessment of PFAS Under NYSDEC's Part 375 Remedial Programs, January 2021

NS = No standard

Soil Analytical Summary Table
340 Myrtle Avenue
Brownfield Cleanup Program Application

Analytes in Exceedance of RRSCOs	Number of Detections in Exceedance of RRSCOs	Maximum Detection (ppm)	RRSCO (ppm)	Depth (ft-bg)*
Tetrachloroethene	1	100	19	0-2
Benzo(a)anthracene	3	4.5	1	0-2
Benzo(a)pyrene	3	5.3	1	0-2
Benzo(b)fluoranthene	3	6.1	1	0-2
Dibenzo(a,h)anthracene	2	0.96	0.33	0-2
Indeno(1,2,3-cd)pyrene	3	4.1	0.5	0-2
Lead	2	638	400	0-2; 2-4
Mercury	1	1.14	0.81	2-4

Notes:

RRSCOs = 6 NYCRR Part 375 Restricted-Residential Use Soil Cleanup Objectives

* = All depths with exceedances of RRSCOs for the specified analyte are listed

Soil Vapor Analytical Summary Table
340 Myrtle Avenue
Brownfield Cleanup Program Application

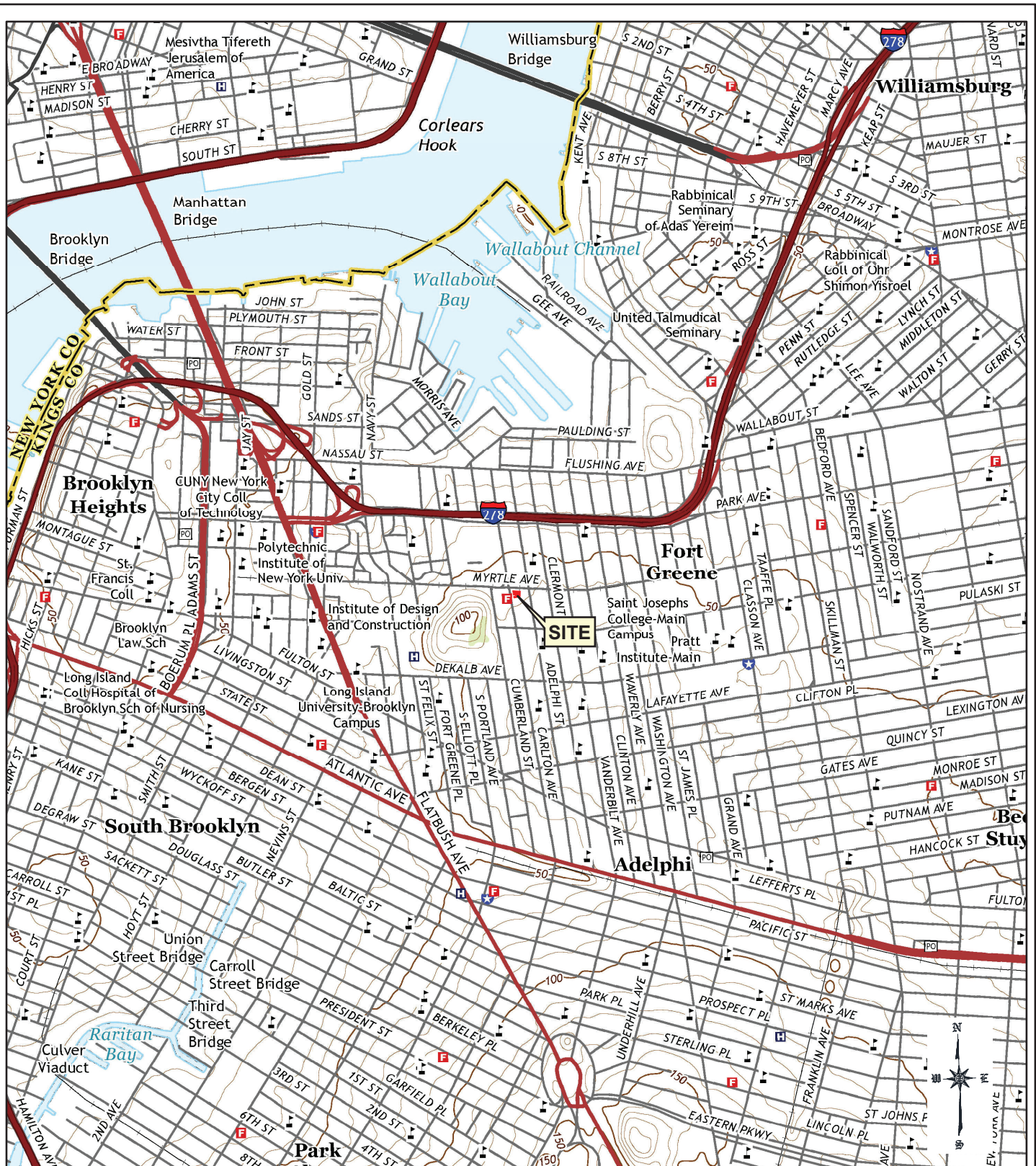
Analytes	Number of Detections	Maximum Detection (ug/m ³)	Sample Type
trans-1,2-Dichloroethene	1	205	Soil Vapor
cis-1,2-Dichloroethene	1	2890	Soil Vapor
Chloroform	3	406	Soil Vapor
Trichloroethene	4	1410	Soil Vapor
Tetrachloroethene	5	351000	Soil Vapor

Exhibit D

Data Drawings (Sample Summaries)

[illegible]

Exhibit E
Site Drawings (Property Information)



Basemap: USGS Topographic Map, 7.5 Minute Quadrangle: Brooklyn, NY

0 1,000 2,000 4,000 Feet

<p>Drawing No.</p> <p>Figure 1</p>	<p>Drawn By</p> <p>LM</p> <p>Checked By</p> <p>AP</p>	<p>TENEN ENVIRONMENTAL</p> <p>Tenen Environmental, LLC 121 West 27th Street, Suite 702 New York, NY 10001 O: (646) 606-2332 F: (646) 606-2379</p>	<p>340 Myrtle Avenue Brooklyn, New York Block 2073, Lot 21</p>
<p>Drawing Title</p> <p>Site Location Map</p>	<p>Date</p> <p>September 2021</p> <p>Scale</p> <p>As Noted</p>		



Department of Finance Digital Tax Map

Tax Map

Figure 2

Drawing Title	Drawing No	Scale	As Noted
			Date
			September 2021
			Checked By
Drawing Title	Drawing No	Scale	AP
			LM

TENEN ENVIRONMENTAL

Tenen Environmental, LLC
121 West 27th Street
Suite 702
New York, NY 10001
O (646) 606-2322
F (646) 606-2379

340 Myrtle Avenue
Brooklyn, New York
Block 2073, Lot 21

Adjacent Property Owners

Figure 3

Scale

As Noted

Date _____

September 2021

Checked By

AP

Drawn By

LM

Site

TENEN ENVIRONMENTAL

Tenen Environmental, LLC

121 West 27th Street
Suite 702
New York, NY 10001
O: (646) 606-2332
F: (646) 606-2379

340 Myrtle Avenue
Brooklyn, New York
Block 2073, Lot 21



ID	OWNER	ADDRESS
A	Jin Fong Realty, Inc.	350 North Avenue
B	Milpitas Owners - Condos	350 North Avenue
C	Northland Development, Inc.	163 Carlton Avenue
D	First Development #250	163 Carlton Avenue
E	East Coast Realty, L.P.	158 Carlton Avenue
F	Reich P & H	158 Carlton Avenue
G	East Coast Realty, L.P.	158 Carlton Avenue
H	East Coast Realty, L.P.	158 Carlton Avenue
I	1231 North Avenue	1231 North Avenue
J	339 North Avenue	1231 North Avenue
K	Heptech LLC	341 North Avenue
L	Rosa Torres	343 North Avenue
M	145 North LLC	345 North Avenue
N	145 North LLC	345 North Avenue
O	349 North LLC	349 North Avenue

Legend

Project Site

Adjacent Property Owners

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

NYC Department of City Planning, Information Technology Division

Exhibit F

Contact List

Contact List Information

B1. The Chief Executive Officer And Planning Board Chairperson Of Each County, City, Town And Village In Which The Property Is Located.

Mayor Bill de Blasio
City Hall
260 Broadway Avenue
New York, New York 10007

Marisa Lago, Commissioner
Department of City Planning
120 Broadway, 31st Floor
New York, NY 10271

Vincent Sapienza, Commissioner
New York City Department of Environmental Protection
59-17 Junction Boulevard
Flushing, NY 11373

Mark McIntyre, Esq., Acting Director
Mayor's Office of Environmental Remediation
100 Gold Street, 2nd Floor
New York, NY 10038

Julie Stein
Office of Environmental Assessment & Planning
New York City Department of Environmental Protection
96-05 Horace Harding Expressway
Flushing, NY 11373

Eric L. Adams
Brooklyn Borough President
209 Joralemon Street
Brooklyn, NY 11201

Department of City Planning
Brooklyn Borough Office
16 Court Street, 7th Floor
Brooklyn, NY 11241-0103

Rafael L. Espinal Jr.
Council Member, District 37
786 Knickerbocker Avenue
Brooklyn, NY 11207

Erik M. Dilan
Assembly Member, District 54
366 Cornelia Street
Brooklyn, NY 11237

Martin M. Dilan
State Senator, District 18
573 Metropolitan Avenue
Brooklyn, NY 11211

B2. Residents, Owners And Occupants Of The Property And Properties Adjacent To The Property.

Site Owner

F&D Myrtle Realty Co LLC
Attn: Marisol Diaz
340-348 Myrtle Avenue
Brooklyn, NY 11205

Perspective Site Owner

One Brooklyn Family Warehousing, LLC
Attn: Jamie Wiseman
97 North 10th Street, 2D
Brooklyn, NY 11249

Site Occupants

Mega Home Furniture
340 Myrtle Avenue
Brooklyn, NY 11205

Myrtle Avenue & Carlton Avenue

Open space park owned/occupied by: NYC Parks
Owner Address: The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065

338 Myrtle Avenue

Mixed residential and Commercial building owned by: Zheng, Sheng Zhi
Owner Address: 154 Carlton Avenue, Brooklyn, NY 11208
Occupied by: Chung Chun Kitchen
Occupant Address: 338 Myrtle Avenue, Brooklyn, NY 11208

339 Myrtle Avenue

Mixed residential and Commercial building owned by: 339 Myrtle LLC
Owner Address: 339 Myrtle Avenue, Brooklyn, NY 11208
Occupied by: Crown Chicken & Pizza
Occupant Address: 339 Myrtle Avenue, Brooklyn, NY 11208

341 Myrtle Avenue

Mixed residential and Commercial building owned by: Hipotech, LLC
Owner Address: 543 Bedford Avenue, suite #139, Brooklyn, NY 11211
Occupied by: Vacant
Occupant Address: N/A

343 Myrtle Avenue

Mixed residential and Commercial building owned by: Taveras, Rose
Owner Address: 343 Myrtle Avenue, Brooklyn, NY 11208
Occupied by: Klevor Liquor

Occupant Address: 343 Myrtle Avenue, Brooklyn, NY 11208

345 Myrtle Avenue

Mixed residential and Commercial building owned by: 345 Myrtle LLC

Owner Address: 413 Park Avenue, Brooklyn, NY 11205

Occupied by: Myrtle 99 Cents Inc

Occupant Address: 345 Myrtle Avenue, Brooklyn, NY 11208

347 Myrtle Avenue

Mixed residential and

Owner Address: 347 Myrtle Avenue, Brooklyn, NY 11208

Occupied by: Vacant

Occupant Address: N/A

349 Myrtle Avenue

Mixed residential and Commercial building owned by: 349 Myrtle Ave LLC

Owner Address: 595 Madison Avenue, Suite 1101, NY 10022

Occupied by: Gangstas Making Astronomical Community Changes Inc.

Occupant Address: 475 Carlton Avenue 7G, Brooklyn, NY 11238

351 Myrtle Avenue

Mixed residential and commercial building owned by: Ni, Lam Yam

Owner Address: 349 Myrtle Avenue, Brooklyn, NY 11208

Occupied by: Hardee

Occupant Address: 351 Myrtle Avenue, Brooklyn, NY 11208

156 Carlton Avenue

Residential building owned by: D'avilar, Ruth

Owner Address: 156 Carlton Avenue, Brooklyn, NY 11208

158 Carlton Avenue

Residential building owned by: East Coast Realty L.P.

Owner Address: 39 Crosby Street, Suite 3N, NY, NY 10013

350 Myrtle Avenue

Commercial building owned by: Jin Fong Realty, Inc

Owner address:

Occupied by: Gnarly Vines

Occupant Address: 350 Myrtle Avenue, Brooklyn, NY 11208

26 Fountain Avenue

Residential building owned/occupied by: Iftekar Asalat or Occupant

B3. Local News Media From Which The Community Typically Obtains Information.

Brooklyn Eagle

30 Henry Street

Brooklyn, NY 11201

News 12 Brooklyn
164 20th Street
Brooklyn, NY 11232

New York Daily News
4 New York Plaza
New York, NY 10004

New York Post
1211 Avenue of the Americas
New York, NY 10036

B4. The Public Water Supplier Which Services The Area In Which The Property Is Located

Public water is provided from upstate New York reservoirs by the City of New York, Department of Environmental Protection (Consumer Service Center: 59-17 Junction Boulevard, 10th Floor, Flushing, NY 11373).

B5. Any Person Who Has Requested To Be Placed On The Contact List.

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

B6. The Administrator Of Any School Or Day Care Facility Located On Or Near The Property.

There are no day care facilities within 1,000 feet of the site.

One school is within 1,000 feet of the site:

Transit Tech Career and Technical Education High School K615
1 Wells Street
Brooklyn, NY 11208
Marlon Bynum, Principal
(718) 647-5204

B7. Locations of the Document Repositories

Brooklyn Community Board #2
Attn: Carol-Ann Church
350 Jay Street, 8th Floor
Brooklyn, NY 11201

Brooklyn Public Library – Walt Whitman Branch
Attn: Bayleigh Vidovich, Library Supervisor
93 St. Edwards Street
Brooklyn, NY 11205

B8. In Cities With A Population of One Million or More, The Local Community Board If The Proposed Site Is Located Within Such Community Board's Boundaries

Brooklyn Community Board #2
350 Jay Street, 8th Floor
Brooklyn, NY 11201

340 Myrtle Avenue - Document Repository Request

BK02 Communityboard <BK02@cb.nyc.gov>
To: Ashley Platt <aplatt@tenen-env.com>

Mon, Sep 27, 2021 at 3:35 PM

Dear Ms. Platt:

CB2 is willing to be a document repository for the NYS BCP site at [340 Myrtle Avenue](#) in Fort Greene. Would it be possible to also provide a digital copy of the documents along with the CD? This will allow interested parties to access it without having to visit our offices.

Regards,

Carol-Ann Church

From: Ashley Platt <aplatt@tenen-env.com>
Sent: Monday, September 27, 2021 2:55 PM
To: BK02 Communityboard <BK02@cb.nyc.gov>
Subject: [EXTERNAL] [340 Myrtle Avenue](#) - Document Repository Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Forward suspect email to phish@cyber.nyc.gov as an attachment (Click the More button, then forward as attachment).

[Quoted text hidden]

Brooklyn Public Library - Contact Us Submission

Brooklyn Public Library Support <default@bklynlibrary.libanswers.com>
To: Ashley Platt <aplatt@tenen-env.com>

Sat, Oct 2, 2021 at 9:30 AM

--# Type your reply above this line #--

Brooklyn Public Library

Oct 02 2021, 09:30am

Good morning Ms. Platt,

Feel free to drop off the documents at your earliest convenience. We can house them for public access as requested.

Take care,

Bayleigh Vidovich | she/ her | Neighborhood Library Supervisor, Walt Whitman

Brooklyn Public Library

718-935-0244 ext. 62116

Original Question

Sep 27 2021, 03:13pm via Email

Brooklyn Public Library - Contact Us Submission

Monday, September 27, 2021 - 15:13

Name: Ashley Platt

Email: aplatt@tenen-env.com

Barcode:

Question

Good Afternoon,

I am reaching out to request permission to use the Brooklyn Public Library - Walt Whitman branch as a document repository for a property entering the NYS Brownfield Cleanup Program (BCP). The property is located at [340 Myrtle Avenue](#) in the Fort Greene neighborhood of Brooklyn. The BCP application requires the designation of a document repository for reports so they can be reviewed by the public.

We will require space for the reports for approximately 12-18 months. The total shelf space would likely be less than twelve inches. The documents will be reports on 8-1/2" high paper. An electronic copy will also be provided on CD.

Please respond in writing that the Brooklyn Public Library - Walt Whitman branch will act as the document repository, as noted above, or contact me if you need any additional information.

Thank you, and stay safe!

Sincerely,
Ashley Platt

Thank you for reaching out to Brooklyn Public Library!

This email is sent from LibAnswers in relationship to ticket #8151926.

[Read our privacy policy.](#)