



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

### **SUBMITTAL INSTRUCTIONS:**

1. Compile the application package in the following manner:
  - a. one file in non-fillable PDF of the application form plus supplemental information, excluding any previous environmental reports and work plans, if applicable
  - b. if the application requires submittal of previous environmental reports to support the addition of new property, an affordable housing agreement to support the determination for tangible property credits in New York City, or other large files, please include each as a separate PDF.
2. \*OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below. **Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.**
  - a. VIA SITE CONTROL DROPBOX:
    - [Request an invitation](#) to upload files to the Site Control submittal dropbox.
    - In the “Title” field, please include the following: “BCP Amendment Application - Site Name”.
    - After uploading files, an automated email will be sent to the submitter’s email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
    - Application packages submitted through third-party file transfer services will not be accepted.
  - b. VIA GROUND MAIL:
    - Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). **DO NOT INCLUDE PAPER COPIES OF THE APPLICATION OR ATTACHMENTS.**
    - Mail the external storage device to the following address:

Chief, Site Control Section  
Division of Environmental Remediation  
625 Broadway, 12<sup>th</sup> Floor  
Albany, NY 12233-7020

<b>SITE NAME:</b> 1709 Surf Avenue
<b>SITE CODE:</b> C224398



Department of  
Environmental  
Conservation

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

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification(s) requested:

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input checked="" type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input checked="" type="radio"/> No <input type="radio"/> Submitted on: 4/30/2025</p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

The purpose of this BCA Amendment No. 1 application is to memorialize:

(i) a title transfer of Brooklyn Block 7061, Lots 14, 20 & 27 constituting a portion of this BCP Site from the existing Volunteer, "Coney Island Associates Phase 3 LLC", to the new record fee owner, "Coney Island Phase III Housing Development Fund Corporation", as of February 21, 2025; and

(ii) that the existing Volunteer, "Coney Island Associates Phase 3 LLC", is the beneficial owner of the BCP Site as of February 21, 2025, pursuant to a Declaration of Interest and Nominee Agreement with the new HDPC record fee owner.

**SECTION I: CURRENT AGREEMENT INFORMATION***This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: 1709 Surf Avenue	BCP SITE CODE: C224398
NAME OF CURRENT APPLICANT(S): Coney Island Associates Phase 3 LLC	
INDEX NUMBER OF AGREEMENT: C224398-05-24	DATE OF ORIGINAL AGREEMENT: 06/21/2024

**SECTION II: NEW REQUESTOR INFORMATION***Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR CONTACT:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S CONSULTANT:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S ATTORNEY:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
			<b>Y</b>	<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<input type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			N/A <input type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:				

**SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION***Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Non-Applicant
OWNER'S NAME: Coney Island Phase III Housing Development Fund Corporation			CONTACT: Joanna Kamhi	
ADDRESS: C/O Settlement Housing Fund, Inc., 247 West 37th Street, 4th Fl.				
CITY/TOWN: New York, NY			ZIP CODE: 10018	
PHONE: (646) 923-8541		EMAIL: jkamhi@shfinc.org		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

**SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION***Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

**SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION***Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is: <input checked="" type="checkbox"/> Existing Applicant		<input type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Coney Island Associates Phase 3 LLC [Beneficial Owner of Lots 14, 20 & 27]		CONTACT: Winthrop Wharton	
ADDRESS: 150 Myrtle Avenue, Suite 2			
CITY/TOWN: Brooklyn, NY		ZIP CODE: 11201	
PHONE: (718) 422-9999	EMAIL: wwarton@bfcnyc.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

**SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION***Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="checkbox"/> <b>PARTICIPANT</b>  A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.		<input type="checkbox"/> <b>VOLUNTEER</b>  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 a 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 they have 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.  <b>If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.</b>	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input type="radio"/>	Y <input type="radio"/>
		N <input type="radio"/>	

**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES**

*Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.*

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

☐

a. Addition of property (may require additional citizen participation depending on the nature of the expansion – see instructions)

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: \_\_\_\_\_

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: \_\_\_\_\_

☐

c. Change to SBL (e.g., lot merge, subdivision, address change)

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

3. TOTAL REVISED SITE ACREAGE: \_\_\_\_\_

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y

☐

N

☐

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT  
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

*Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.*

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<p><b>From ECL 27-1405(31):</b></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>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<p><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b></p> <p>(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.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(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.</p>		



APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p><b>From ECL 27-1405(33) as of April 9, 2022:</b></p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p><b>From ECL 75-0111 as of April 9, 2022:</b></p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT****EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: 1709 Surf Avenue

BCP SITE CODE: C224398

NAME OF CURRENT APPLICANT(S): Coney Island Associates Phase 3 LLC

INDEX NUMBER OF AGREEMENT: C224398-05-24

DATE OF ORIGINAL AGREEMENT: 06/21/2024

**Declaration of Amendment:**

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

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

**STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR**

*Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.*

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and 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.

\_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)**

*An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.*

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am the Authorized Signatory (title) of Coney Island Associates Phase 3 LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Donald Capoccia's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/29/25 Signature: Print Name: Donald Capoccia / Coney Island Associates Phase 3 LLC**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 06/21/2024

Signature by the Department:

DATED: \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

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Andrew O. Guglielmi, Director  
Division of Environmental Remediation

## INSTRUCTIONS FOR COMPLETING AN APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

This form must be used to add or remove a party, reflect a change in property ownership to all or part of the site, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement.

*NOTE: DEC requires a standard full BCP application to request major changes to the description of the property set forth in the 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). The application must be submitted to DEC in the same manner as the original application to participate.*

### COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested.

### SECTION I: CURRENT AGREEMENT INFORMATION

*This section must be completed in its entirety. The information entered here will auto-populate throughout the application and amendment.*

Provide the site name, site code and name(s) of current requestor(s) exactly as this information appears on the existing agreement. This should reflect any changes made by previous amendments to the site name or parties on the BCA. Provide the agreement index number and the date of the initial BCA.

### SECTION II: NEW REQUESTOR INFORMATION

*This section is to be completed only if a new requestor is being added to the BCA, or if the name of the existing requestor has changed with the NYSDOS.*

#### 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.) 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 above, in the NYS Department of State's Corporation & Business Entity Database.

#### Requestor, Consultant and Attorney Contact Information

Provide the contact name, mailing address, telephone number and e-mail address for each of the following contacts:

*Requestor's 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 unless another contact name and address is provided with the application.

*Requestor's Consultant:* Include the name of the consulting firm and the contact person.

*Requestor's Attorney:* Include the name of the law firm and the contact person.

#### *Required Attachments for Section II:*

- 1. NYSDOS Information: A print-out of entity information from the NYSDOS database to document that the applicant is authorized to do business in NYS. The requestor's name must appear throughout the application exactly as it does in the database.*
- 2. LLC Organization: If the requestor is an LLC, provide a list of the names of the members/owners of the LLC.*
- 3. Authority to Bind: Proof must be included that shows that the party signing this application and amendment is authorized to do so on behalf of the requestor. This documentation may be in the form of corporate organizational papers, a Corporate Resolution or Operating Agreement or Resolution.*

### **SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION**

*Complete this section only if a transfer of ownership has taken place for all or part of the site property. Attach additional pages for each new owner if applicable.*

Provide the relationship of the owner to the site by selecting one of the check-box options.

#### Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

#### Operator Name, Address, etc.

Provide information for the new operator, if applicable.

*NOTE: Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this form was not previously submitted, it must be included with this application. See <http://www.dec.ny.gov/chemical/76250.html> for additional information.*

#### *Required Attachments for Section III:*

- 1. Copy of deed as proof of ownership.*
- 2. Ownership/Nominee Agreement, if applicable.*
- 3. Change of Use form, if not previously submitted to the Department.*

### **SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION**

*For additional information regarding requestor eligibility, please refer to ECL §27-1407.*

Provide a response to each question listed. If any question is answered in the affirmative, provide an attachment with detailed relevant information. It is permissible to reference specific sections of existing property reports; however, such information must be summarized in an attachment. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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.

If the 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. A purchase contract does not suffice as proof of access.

#### *Required Attachments for Section IV:*

- 1. Detailed information regarding any questions answered in the affirmation, if applicable.*
- 2. Statement describing why the requestor should be considered a volunteer, if applicable.*
- 3. Site access agreement, as described above, if applicable.*

## SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

*NOTE: DEC requires a standard full BCP application to request major changes to the description of the property set forth in the 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). The application must be submitted to DEC in the same manner as the original application to participate.*

### Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (including as it has been modified in previous amendments).

### Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

### Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

### Change to address, SBL or metes and bounds description

Provide the new address and tax parcel information.

### Total Revised Site Acreage

Provide the new total site acreage after addition or removal of property. If no change to site boundary, this should match the acreage provided above, under Property Information on Existing Agreement.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

### *Required Attachments for Section V:*

1. *For all additions and removal of property:*
  - a. *Site map clearly identifying the existing site boundary and proposed new site boundary*
  - b. *County tax map with the new site boundary clearly identified*
  - c. *USGS 7.5-minute quadrangle map with the site location clearly identified*
2. *For address changes, lot mergers, subdivisions and any other change to the property description:*
  - a. *County tax map with the site boundary and all SBL information clearly identified*
  - b. *USGS 7.5-minute quadrangle map with the site location clearly identified*
  - c. *Approved application for lot merger or apportionment, or the equivalent thereof, as proof from the municipality of the SBL change(s)*

## **SUPPLEMENT TO THE APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT – QUESTIONS FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

*Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits.*

Provide responses to each question. If any question is answered in the affirmative, provide required documentation as applicable.

### ***Required Attachments for NYC Site Supplement:***

- 1. For sites located all or partially in an En-zone: provide a map with the site boundary clearly identified and the En-zone overlay showing that all or a portion of the site is located within an En-zone. This map must also indicate the census tract number in which the site is located. See [DEC's website](#) for additional information.*
- 2. For affordable housing projects: provide the affordable housing regulatory agreement and any additional relevant information.*
- 3. For renewable energy site projects: for (a) planned renewable energy facilities generating/storing less than twenty-five (25) megawatts, provide a local land use approval; or, for (b) planned renewable energy facilities generating/storing twenty-five (25) megawatts or greater, provide the permit issued by the NYS Office of Renewable Energy Siting.*
- 4. For sites located within a disadvantaged community and a conforming Brownfield Opportunity Area: provide a map with the site boundary clearly identified and the disadvantaged community overlay showing that the site is located within a disadvantaged community.*

## **PART II: BROWNFIELD CLEANUP PROGRAM AMENDMENT**

The information in the “EXISTING AGREEMENT INFORMATION” section should auto-populate with the information provided on page 2.

If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 8 and the required information and signature on page 9.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 9.

# **Exhibit A to BCA Amendment No. 1:**

Recorded Lot 14/20/27 Deed

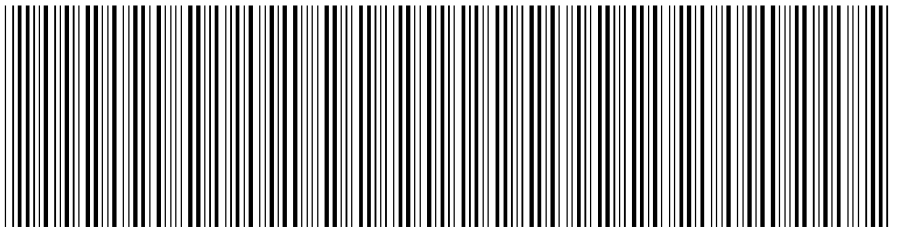
Recorded Nominee Agreement

Change of Use Notice



NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER

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



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 7

Document ID: 2025022600744001

Document Date: 02-21-2025

Preparation Date: 02-28-2025

Document Type: DEED

Document Page Count: 5

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306, ANY2022-6712C#  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP  
RUSSELL A. KIVLER, ESQ.  
257 PARK AVENUE SOUTH  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	7061	14	Entire Lot	N/A WEST 17 STREET

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
BROOKLYN	7061	20	Entire Lot	4 2928 WEST 17 STREET

Property Type: NON-RESIDENTIAL VACANT LAND

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

GRANTOR/SELLER:

CONEY ISLAND ASSOCIATES PHASE 3 LLC  
150 MYRTLE AVENUE  
BROOKLYN, NY 11201

GRANTEE/BUYER:

CONEY ISLAND PHASE III HOUSING DEVELOPMENT  
FUND CO  
247 WEST 37TH STREET, 4TH FLOOR  
NEW YORK, NY 10018

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 68.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

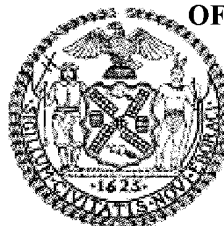
RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 03-07-2025 09:12

City Register File No.(CRFN):

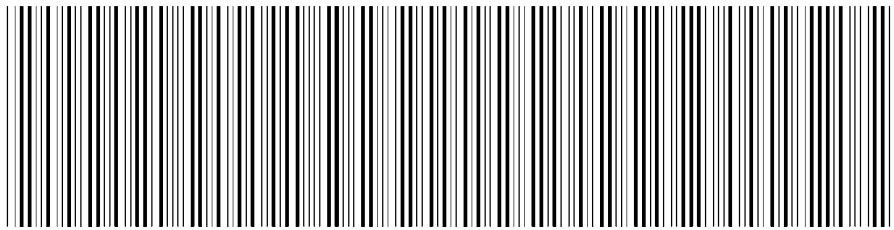
2025000064234



*Collette N. Chiu-Jacques*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2025022600744001001C247E

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 7

Document ID: 2025022600744001 Document Date: 02-21-2025 Preparation Date: 02-28-2025  
Document Type: DEED

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	7061 27 Entire Lot		1709 SURF AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

5

1

**Bargain and Sale Deed Without Covenants Against Grantor's Acts**

THIS INDENTURE, made as of the 21st day of February, 2025, by CONEY ISLAND ASSOCIATES PHASE 3 LLC, a Delaware limited liability company having an address at c/o BFC Partners Development LLC, 150 Myrtle Avenue, Brooklyn, New York 11201 (hereinafter referred to as "Grantor"), to CONEY ISLAND PHASE III HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having an address at c/o Settlement Housing Fund, Inc., 247 West 37th Street, 4th Floor, New York, New York 10018, as nominee for CONEY ISLAND ASSOCIATES PHASE 3 LLC, a New York limited liability company having an address at c/o BFC Partners Development LLC, 150 Myrtle Avenue, Brooklyn, New York 11201(hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, in consideration of One Dollar (\$1.00), lawful money of the United States, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL record fee interest in that certain plot, piece or parcel of land situate, lying and being, more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

TOGETHER WITH all legal title and record fee interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER WITH the record fee interest in appurtenances and all the estate and rights of Grantor in and to the Premises.

TO HAVE AND TO HOLD the Premises unto Grantee, the heirs or successors and assigns of Grantee forever.

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

[end of page]

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

**GRANTOR:**

**CONEY ISLAND ASSOCIATES PHASE 3  
LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Name: Donald Capoccia

Title: Authorized Signatory

STATE OF NEW YORK )

COUNTY OF KINGS ) ss.:

On the 5<sup>th</sup> day of FEBRUARY in the year 2025 before me, the undersigned, personally appeared Donald Capoccia personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual taking acknowledgment



**BARGAIN AND SALE DEED  
WITHOUT COVENANT AGAINST  
GRANTOR'S ACTS**

BLOCK: 7061  
LOTS: 14, 20  
& 27

COUNTY: Kings

CONEY ISLAND ASSOCIATES  
PHASE 3 LLC

TO

CONEY ISLAND PHASE III HOUSING  
DEVELOPMENT FUND  
CORPORATION

**STREET ADDRESS:**

2914 West 17th Street, Brooklyn, NY  
2928 West 17th Street, Brooklyn, NY  
1709 Surf Avenue, Brooklyn, NY

**RETURN BY MAIL TO:**

HIRSCHEN SINGER & EPSTEIN LLP  
257 PARK AVENUE SOUTH  
NEW YORK, NEW YORK 10010  
ATTENTION: RUSSELL A. KIVLER, ESQ.

**EXHIBIT A**

**PARCEL 1 (Block 7061, Lot 14)**

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated as Section 21, Block 7061, Lot 14 on the Tax Map of the City of New York for the Borough of Brooklyn, said premises more recently bounded and described in accordance with a survey made by Control Point Associates Inc., PC dated May 31, 2017 as follows:

BEGINNING at a point on the westerly side of West 17th Street, 100 feet south of the corner formed by the intersection of the southerly side of Mermaid Avenue with the westerly side of West 17th Street;

RUNNING thence southerly along the westerly side of West 17th Street, 40 feet to a point;

THENCE westerly parallel with the southerly side of Mermaid Avenue, 237.62 feet to the easterly side of West 19th Street;

THENCE northerly along the easterly side of West 19th Street, 40 feet to a point;

THENCE easterly parallel with the southerly side of Mermaid Avenue, 237.62 feet to the point or BEGINNING.

**PARCEL 2 (Block 7061, Lot 20)**

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

BEGINNING at a point on the westerly side of West 17th Street, distant 150 feet northerly from the corner formed by the intersection of the westerly side of West 17th Street with the northerly side of Surf Avenue;

RUNNING thence westerly at an interior angle of 90 degrees 00' 30" to West 17th Street, 127 feet 9-1/4 inches (Deed) 128.82 feet (Tax Map);

THENCE northerly at an interior angle of 89 degrees 19' 37" with the last mentioned course, 20 feet;

THENCE easterly at an interior angle of 90 degrees 40' 23" with the last mentioned course, 127 feet 6-1/4 inches (Deed) 128.61 feet (Tax Map) to the westerly side of West 17th Street;

THENCE southerly along the westerly side of West 17th Street, 20 feet to the point or place of BEGINNING.

**PARCEL 3 (Block 7061, Lot 27)**

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

BEGINNING at the corner formed by the intersection of the easterly side of West 19th Street with the northerly side of Surf Avenue;

THENCE northerly along the easterly side of West 19th Street, 151.65 feet to a point distant 246 feet southerly from the southeast corner of West 19th Street and Mermaid Avenue;

THENCE easterly parallel with Mermaid Avenue, 109.79 feet to the center line of Lot Number 28 on Map entitled, "Map of Common Land, Town of Gravesend" filed September 5, 1878;

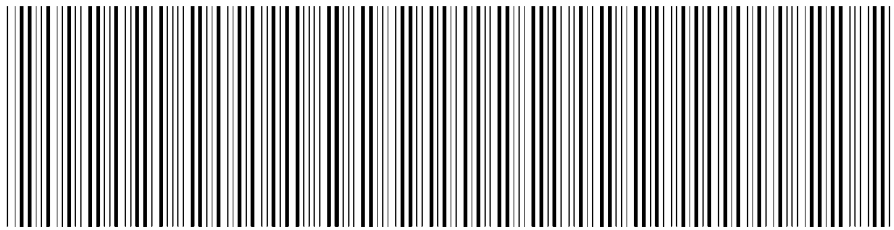
THENCE southerly along said line, 34 feet;

THENCE easterly parallel with Mermaid Avenue, 68.25 feet (Deed) 68.23 feet (Tax Map) to a point in a line parallel with the westerly side of West 17th Street and distance 60 feet westerly therefrom;

THENCE southerly along said parallel line, 110 feet to the northerly side of Surf Avenue;

THENCE westerly along the northerly side of Surf Avenue, 177.84 feet (Deed) 177.55 feet (Survey) to the point or place of BEGINNING.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2025022600744001001SE87F

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2025022600744001**  
Document Type: DEED

Document Date: 02-21-2025

Preparation Date: 02-28-2025

**ASSOCIATED TAX FORM ID:** 2025021900345

**SUPPORTING DOCUMENTS SUBMITTED:**

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count  
4



**FOR CITY USE ONLY**

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

C3. Book OR   
C4. Page   
C5. CRFN



## REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK  
STATE BOARD OF REAL PROPERTY SERVICES  
**RP - 5217NYC**

## PROPERTY INFORMATION

1. Property Location	N/A	WEST 17 STREET	BROOKLYN	11224
	STREET NUMBER	STREET NAME	BOROUGH	ZIP CODE

2. Buyer Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

LAST NAME / COMPANY		FIRST NAME	
STREET NUMBER AND STREET NAME		CITY OR TOWN	STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 3 # of Parcels OR ☐ Part of a Parcel

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

5. Deed  
Property  
Size

FRONT FEET X DEPTH OR ACRES

**Check the boxes below as they apply:**

**6. Ownership Type is Condominium**

## 7. New Construction on Vacant Land

8. Seller Name	CONEY ISLAND ASSOCIATES PHASE 3 LLC	
	LAST NAME / COMPANY	FIRST NAME
	LAST NAME / COMPANY	FIRST NAME

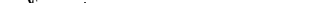
**9. Check the box below which most accurately describes the use of the property at the time of sale:**

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

**SALE INFORMATION**

10. Sale Contract Date 2 / 21 / 2025  
Month Day Year

11. Date of Sale / Transfer 2 / 21 / 2025  
Month / Day / Year

**12. Full Sale Price** \$ 

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

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

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

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

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

15. Building Class G, 7

16. Total Assessed Value (of all parcels in transfer) 283,500.00

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

BROOKLYN 7061 14      ||      BROOKLYN 7061 20      ||      BROOKLYN 7061 27

**CERTIFICATION**

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

**BUYER****BUYER'S ATTORNEY**

BUYER SIGNATURE

DATE

247 WEST 37TH STREET 4TH FLOOR

LAST NAME

FIRST NAME

STREET NUMBER

STREET NAME (AFTER SALE)

AREA CODE

TELEPHONE NUMBER

NEW YORK

NY

10018

**SELLER**

CITY OR TOWN

STATE

ZIP CODE

SELLER SIGNATURE

DATE

2025021900345201

SIGNATURE PAGE  
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES  
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

**CERTIFICATION**

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

~~GRANTOR:~~ **GRANTEE:**

**CONEY ISLAND PHASE III HOUSING  
DEVELOPMENT FUND CORPORATION,**  
a New York not-for-profit corporation

By: *JL*  
Name: **Jacqueline Tom**  
Title: Treasurer

Sworn to and subscribed to before me on  
this **6th day of February, 2025**

*Sonja L. Pineda*  
Notary Public

SONJA L. PINEDA  
Notary Public, State of New York  
No. 01PI6172910  
Qualified in New York County *24*  
Commission Expires August 20, 20

SIGNATURE PAGE  
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES  
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

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

GRANTOR:

**CONEY ISLAND ASSOCIATES PHASE 3  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Donald Capoccia  
Title: Authorized Signatory

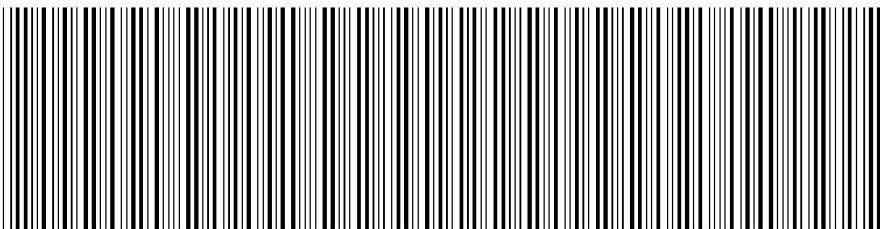
Sworn to and subscribed to before me on  
this 5<sup>th</sup> day of February, 2025

\_\_\_\_\_  
Notary Public



NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER

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



2025022600744002002ED6BA

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 18

Document ID: 2025022600744002

Document Date: 02-21-2025

Preparation Date: 03-06-2025

Document Type: AGREEMENT

Document Page Count: 16

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306, ANY2022-6712C#  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP  
RUSSELL A. KIVLER, ESQ.  
257 PARK AVENUE SOUTH  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	7061	14	Entire Lot	N/A WEST 17 STREET

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
BROOKLYN	7061	20	Entire Lot	4 2928 WEST 17 STREET

Property Type: NON-RESIDENTIAL VACANT LAND

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

PARTY 1:

CONEY ISLAND PHASE III HOUSING DEVELOPMENT  
FUND CO  
247 WEST 37TH STREET, 4TH FLOOR  
NEW YORK, NY 10018

PARTY 2:

CONEY ISLAND ASSOCIATES PHASE 3 LLC  
C/O BFC PARTNERS, 150 MYRTLE AVENUE  
BROOKLYN, NY 11201

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 123.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

CITY OF NEW YORK

Recorded/Filed 03-07-2025 09:12

City Register File No.(CRFN):

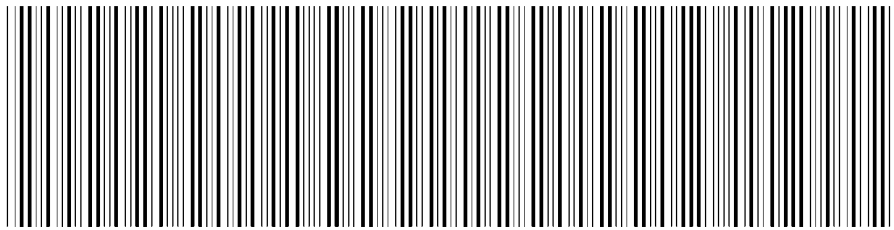
2025000064235



*Colette N. Chiu-Jacques*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2025022600744002002CD43A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 18

Document ID: 2025022600744002 Document Date: 02-21-2025 Preparation Date: 03-06-2025  
Document Type: AGREEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	7061 27 Entire Lot		1709 SURF AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			

(u)

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

as of

THIS AGREEMENT is made this 21 day of February, 2025, by and between **CONEY ISLAND PHASE III HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("**Article XI**") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at c/o Settlement Housing Fund, Inc., 247 West 37th Street, 4th Floor, New York, New York 10018 (the "**HDFC**"), **CONEY ISLAND ASSOCIATES PHASE 3 LLC**, a Delaware limited liability company, having an address at c/o BFC Partners Development LLC, 150 Myrtle Avenue, Brooklyn, New York 11201 (the "**Borrower**").

**RECITALS:**

**WHEREAS**, a fee interest in the premises located at Block 7061, Tax Lots 14, 20, & 27 on the Tax Map of the City of New York, Kings County, and more particularly described in Schedule A annexed hereto and made a part hereof (the "**Property**") is being acquired this day by the HDFC, solely as legal or record title holder and nominee on behalf of Borrower, as beneficial owner of the Property, for the subsequent development thereon of a mixed-use, affordable housing project (the "**Project**"); and

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

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

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

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

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

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

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

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

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

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

(e) unconditional obligation to maintain property and liability insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the members of Borrower and/or any mortgage lenders with respect to the Property and the Project which property and liability insurance coverage shall include the mortgage lenders, the HDFC, and the HDFC's sole member, Settlement Housing Fund, Inc. ("SHF"), as certificate holders and additional insureds;

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

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

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

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

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

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



(l) unconditional and exclusive right to enter into, and/or to have the HDFC's full cooperation in entering into, easement agreements and to grant any and all easements in connection with the development and operation of the Property and the Project, provided that such easements do not violate the Project Documents.

2. The HDFC hereby agrees at the direction of Borrower to execute any and all documents necessary to grant to the financial institution or institutions making Loans to Borrower a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents, except for mortgage notes or loan notes, required to be executed by the HDFC in connection with the financing and development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, provided further that the HDFC shall not be obligated to execute any such documents that would violate the provisions of Article XI, and provided further that all such mortgages and other documents shall be non-recourse to the HDFC in its capacity as the legal or record title owner of the Property. The HDFC hereby constitutes and appoints the Borrower to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute any documents or instruments deemed to be required to be executed by the Borrower, in connection with all aspects of the conversion of financing for the Project from construction to permanent, on the following conditions: (i) Borrower shall advise the HDFC of the need to execute conversion documents on not less than five (5) business days' notice; (ii) should the HDFC fail to comply with Borrower's request based upon a failure to respond, Borrower shall then have the right to execute all such documents in the name and on behalf of the HDFC as if the HDFC were the party executing the same, provided that the execution and delivery of such documents complies with the Project Documents, the Not-for-Profit Corporation Law of the State of New York, and the HDFC's Certificate of Incorporation and by-laws.

3. **Indemnifications.**

(a) Borrower shall fully protect, defend, indemnify, and hold the HDFC, SHF, and their officers, directors, members, affiliates, agents and employees (each an "Indemnified Party" and collectively the "**Indemnified Parties**") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with Borrower or with third parties arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project and/or the Project Documents, (c) the use or occupancy of the Project or (d) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising from the willful misconduct or negligence of the HDFC (collectively, "**Claims**"). The foregoing indemnification shall include, but shall not be limited to Borrower's primary obligation to defend all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking

areas, streets or ways; (iii) failure on the part of Borrower to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; and/or (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause.

(b) Borrower shall, to the fullest extent permitted by law, protect, defend, indemnify and save the Indemnified Parties harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with Borrower or with any third party), imposed upon or incurred by or asserted against such Indemnified Parties by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses. Borrower's obligations and liabilities under this section shall survive (x) completion of the Project and (y) any foreclosure involving the Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

(c) In the event that any action or proceeding is brought against an Indemnified Party with respect to which indemnity may be sought under this Section 3, the Borrower, upon written notice from such Indemnified Party, shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Borrower, but reasonably acceptable to the Indemnified Party (except if such counsel is appointed by insurance carrier. Each Indemnified Party shall have the right, if such Indemnified Party and Borrower shall conclude in good faith that a conflict of interest exists, to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel, pursuant to Paragraph 3(a) or 3(b), as applicable.

This Section 3 shall survive the termination of this Agreement.

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

5. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of Borrower, to execute and deliver to Borrower a deed in proper recordable form transferring and conveying to Borrower all of the HDFC's right, title and interest in and to the Property. The HDFC hereby unconditionally and unequivocally constitutes and appoints Borrower to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such deed and any other documents or instruments required to convey the Property on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed and recorded by the HDFC. The parties agree that the HDFC's failure to comply with the provisions of this Paragraph 5 shall cause irreparable harm to Borrower for which no adequate remedy at law will be available and, in addition to any other available remedies, Borrower shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 5. Notwithstanding anything to the contrary herein, the HDFC shall be under no obligation to execute and/or deliver any deeds or other documents which violate the Project Documents, the Not-for-Profit Corporation Law of the State of New York, and/or the HDFC's Certificate of Incorporation and by-laws.

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

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

(b) Borrower is the "owner" and the HDFC is not in any respects an "owner," as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property, and Borrower is entitled to all tax benefits, including depreciation and low income housing tax credits, with respect to the Property;

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

(d) Except as expressly provided in Paragraph 2 and Paragraph 7 hereof, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon Borrower;

(e) HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon Borrower, provided, however, that notwithstanding the foregoing the HDFC shall at the request of Borrower and for the benefit of the Project, apply for a New York State sales and use tax exemption ("Sales Tax Exemption") and, at Borrower's request, join as a party any contract and agreement or sign an affidavit after the receipt of Sales Tax Exemption, so as to enable associated Project development costs, expenses and charges to benefit from the Sales Tax Exemption. Notwithstanding any other limit on the HDFC's authority with respect to the Project, HDFC has the right to enter the Project and take such other actions with respect to the Project as may be necessary to cure any default under the Project's regulatory agreement, unless the Borrower is acting diligently to cure the default, and subject to the rights of any party providing financing to the Project to cure the default;

(f) The HDFC shall, at Borrower's request and at Borrower's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project, provided that if such participation by the HDFC is necessary to protect or enforce the HDFC's and/or the Borrower's respective interests in the Property and/or the Project, the HDFC shall be entitled to separate counsel of its choice, whose expenses, costs and reasonable legal fees, including appeals shall be paid by the Borrower, and the Borrower shall indemnify the HDFC against any and all claims arising from any such legal actions or proceedings; and

(g) The HDFC shall not commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; shall not consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC of any substantial part of its property; shall not make any general assignment for the benefit of creditors; shall not fail generally to pay its debts as such debts become due; and shall not take any action in furtherance of any of the foregoing.

## 7. Miscellaneous Provisions.

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

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

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change, termination, or modification shall

be effective unless in writing and signed by the parties hereto and with the prior consent of the Lender (as herein defined).

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

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

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

A copy of any notice to Citibank, N.A (the "Lender") should be sent to:

Citibank, N.A.  
388 Greenwich Street, Trading 4th Floor  
New York, New York 10013  
Attention: Transaction and Asset Management Group  
Re: Coney Island Phase III Deal ID No. 50012415  
Facsimile: (212) 723-8209

And to:

Citibank, N.A.  
325 East Hillcrest Drive, Suite 160  
Thousand Oaks, California 91360  
Attention: Operations Manager/Asset Manager  
Re: Coney Island Phase III Deal ID No. 50012415  
Facsimile: (805) 557-0924

With a copy to:

Citibank, N.A.  
388 Greenwich Street, Trading 6th Floor  
New York, New York 10013  
Attention: Account Specialist  
Re: Coney Island Phase III Deal ID No. 50012415  
Facsimile: (212) 723-8209

And a copy of any  
notices of default sent  
to:

Citibank, N.A.  
388 Greenwich Street  
New York, New York 10013  
Attention: General Counsel's Office  
Re: Coney Island Phase III Deal ID No. 50012415  
Facsimile: (646) 291-5754

with a copy  
of all notices to:

Sidley Austin LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Aviva Yakren, Esq.

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

(h) Any third party may rely on this Agreement with respect to the rights and obligations of Borrower and the HDFC hereunder.

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

(j) So long as the HDFC shall hold record title to the Project, the Borrower shall prepare and file the yearly Federal and State Tax Returns, (and, if determined to be required by the HDFC, the NYS CHAR410 Form, and the yearly NYS CHAR500 Forms), on behalf of the HDFC, and provide such Tax Returns (and, if applicable, such CHAR Forms) to the HDFC for execution, at no charge to the HDFC.

(k) So long as the HDFC shall hold record title to the Property and the Project, any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Property and the Project, shall be promptly delivered to the Borrower; provided, however, that the HDFC shall not be required to deliver to the Borrower any notices, statements or communications that a reasonably prudent owner and/or property manager of a project of similar size in the same location as the Project would discover through other means in the ordinary course of business, including, but not limited to, through SiteCompli™, DOBNow, and/or HPD Online. Notwithstanding the foregoing, it is expressly understood that any material notices relating to legal claims of liability, including without limitation any notices of complaint or other documentation delivered by service of process, shall be promptly delivered to the Borrower.

(l) This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the duration of any applicable governmental regulatory agreement or for such longer term as may be permitted under New York law or until terminated

by mutual written agreement of the parties or otherwise terminated in accordance with the terms of this Agreement, or as required by New York State Law.

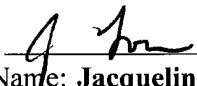
(m) In the event that the HDFC determines that it no longer wishes to continue in its role as nominee hereunder, the HDFC may arrange for a substitute New York not-for-profit corporation, organized pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York to take its place, provided that the substituting entity and the substitution is approved and consented by the Borrower, and all of the Project participants, lenders governmental agencies, tax credit investors and credit enhancers and other parties-in-interest as otherwise may be required under the documents executed by the Borrower and/or the HDFC in connection with Project or any of the Loans, and further provided that such substitution would be at the sole cost and expense of HDFC including but not limited to any reasonable attorneys' fees and transfer taxes, if any.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

**HDFC:**

**CONEY ISLAND PHASE III HOUSING  
DEVELOPMENT FUND CORPORATION, a**  
New York not-for-profit corporation

By:   
Name: **Jacqueline Tom**  
Title: Treasurer

**BORROWER:**

**CONEY ISLAND ASSOCIATES PHASE 3 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Donald Capoccia  
Title: Authorized Signatory



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

**HDFC:**

**CONEY ISLAND PHASE III HOUSING  
DEVELOPMENT FUND CORPORATION**, a  
New York not-for-profit corporation

By: \_\_\_\_\_  
Name: Jacqueline Tom  
Title: Treasurer

**BORROWER:**

**CONEY ISLAND ASSOCIATES PHASE 3 LLC**,  
a Delaware limited liability company


By: \_\_\_\_\_  
Name: Donald Capoccia  
Title: Authorized Signatory

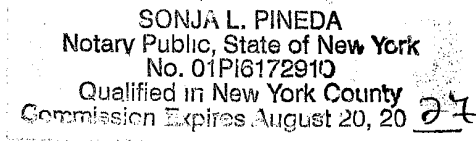
STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK )

On the **6th** day of **February**, 2025, before me, the undersigned, a Notary Public in and or said State, personally appeared **Jacqueline Tom**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

  
Notary Public



STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK )

On the \_\_\_\_ day of February, 2025, before me, the undersigned, a Notary Public in and or said State, personally appeared Donald Capoccia personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK )

On the \_\_\_\_ day of February, 2025, before me, the undersigned, a Notary Public in and or said State, personally appeared Jacqueline Tom, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK )

On the 5<sup>th</sup> day of February, 2025, before me, the undersigned, a Notary Public in and or said State, personally appeared Donald Capoccia personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public



**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1 (Block 7061, Lot 14)**

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated as Section 21, Block 7061, Lot 14 on the Tax Map of the City of New York for the Borough of Brooklyn, said premises more recently bounded and described in accordance with a survey made by Control Point Associates Inc., PC dated May 31, 2017 as follows:

BEGINNING at a point on the westerly side of West 17th Street, 100 feet south of the corner formed by the intersection of the southerly side of Mermaid Avenue with the westerly side of West 17th Street;

RUNNING thence southerly along the westerly side of West 17th Street, 40 feet to a point;

THENCE westerly parallel with the southerly side of Mermaid Avenue, 237.62 feet to the easterly side of West 19th Street;

THENCE northerly along the easterly side of West 19th Street, 40 feet to a point;

THENCE easterly parallel with the southerly side of Mermaid Avenue, 237.62 feet to the point or BEGINNING.

**PARCEL 2 (Block 7061, Lot 20)**

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

BEGINNING at a point on the westerly side of West 17th Street, distant 150 feet northerly from the corner formed by the intersection of the westerly side of West 17th Street with the northerly side of Surf Avenue;

RUNNING thence westerly at an interior angle of 90 degrees 00' 30" to West 17th Street, 127 feet 9-1/4 inches (Deed) 128.82 feet (Tax Map);

THENCE northerly at an interior angle of 89 degrees 19' 37" with the last mentioned course, 20 feet;

THENCE easterly at an interior angle of 90 degrees 40' 23" with the last mentioned course, 127 feet 6-1/4 inches (Deed) 128.61 feet (Tax Map) to the westerly side of West 17th Street;

THENCE southerly along the westerly side of West 17th Street, 20 feet to the point or place of BEGINNING.

PARCEL 3 (Block 7061, Lot 27)

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

BEGINNING at the corner formed by the intersection of the easterly side of West 19th Street with the northerly side of Surf Avenue;

THENCE northerly along the easterly side of West 19th Street, 151.65 feet to a point distant 246 feet southerly from the southeast corner of West 19th Street and Mermaid Avenue;

THENCE easterly parallel with Mermaid Avenue, 109.79 feet to the center line of Lot Number 28 on Map entitled, "Map of Common Land, Town of Gravesend" filed September 5, 1878;

THENCE southerly along said line, 34 feet;

THENCE easterly parallel with Mermaid Avenue, 68.25 feet (Deed) 68.23 feet (Tax Map) to a point in a line parallel with the westerly side of West 17th Street and distance 60 feet westerly therefrom;

THENCE southerly along said parallel line, 110 feet to the northerly side of Surf Avenue;

THENCE westerly along the northerly side of Surf Avenue, 177.84 feet (Deed) 177.55 feet (Survey) to the point or place of BEGINNING.

**DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

**CONEY ISLAND PHASE III HOUSING DEVELOPMENT FUND CORPORATION,**

**AND**

**CONEY ISLAND ASSOCIATES PHASE 3 LLC**

---

2914 West 17th Street  
2928 West 17th Street  
1709 Surf Avenue  
Block 7061, Lots 14, 20, & 27  
Brooklyn, New York 11224

---

Record and Return to:

**HIRSCHEN SINGER & EPSTEIN LLP**  
257 Park Avenue South  
New York, NY 10010  
Attn: Russell A. Kivler, Esq.



## 60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

### **SUBMITTAL INSTRUCTIONS:**

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to [DERSiteControl@dec.ny.gov](mailto:DERSiteControl@dec.ny.gov).

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

#### a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # C224398."

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

#### b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:

Chief, Site Control Section  
Division of Environmental Remediation  
625 Broadway, 12th Floor  
Albany, NY 12233-7020

### **Section I: Property Information**

Site Name: 1709 Surf Avenue	DEC Site # C224398
-----------------------------	--------------------

Site Address: 1709 Surf Avenue, Brooklyn, Kings County, NY 11224
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### **Section II: Contact Information Person Submitting Notification**

Name: Kevin Rogers - Sive, Paget & Riesel, P.C.
---

Address 1: 560 Lexington Ave, 15th Fl.
--

Address 2: New York, NY 10022
-------------------------------

Phone: (646) 378-7275
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E-mail: <a href="mailto:kr Rogers@sprlaw.com">kr Rogers@sprlaw.com</a>
--

### **Section III: Type of Change and Date**

<input checked="" type="checkbox"/> Change of Ownership
---

<input checked="" type="checkbox"/> Change of Remedial Parties
--

<input type="checkbox"/> Transfer of Certificate of Completion
--

<input type="checkbox"/> Other (e.g., any physical alteration or other change of use)
---

Proposed Date of Change (mm/dd/yyyy) 02/21/2025 & around 7/31/2025
--

**Section IV: Description of Proposed Change (Required)**

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

The Existing Volunteer, "Coney Island Associates Phase 3 LLC", transferred record fee title to Brooklyn Block 7061, Lots 14, 20 & 27 constituting a portion of this BCP Site to "Coney Island Phase III Housing Development Fund Corporation" as of February 21, 2025. The Existing Volunteer is now the beneficial owner of Lots 14, 20 & 27 pursuant to a Declaration of Interest and Nominee Agreement with the HDFC.

In addition, the HDFC will take title to the remaining Lots in the BCP Site – Lots 16 & 21 – from the current owner, NYC Dept. of Housing Preservation and Development, and "Coney Island Associates 3 Moderate LLC" will become the beneficial owner of the lots at that time. As such, that entity will be added to the BCA as a new Volunteer and/or beneficial owner. The transfer of these lots is tentatively scheduled for Summer or Fall 2025."

All above-described changes will be memorialized in BCA Amendment(s).

**Section V: Certification Statement**

Where the change results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative: see § 375-1.11(d)(4)(i):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name:   
(Signature)

4/29/25  
(Date)

Donald Capoccia

(Print Name)

Address1: 150 Myrtle Avenue, Suite 2

Address2: Brooklyn, NY 11201

Phone: 718-422-9999 Email: wwharton@bfcnyc.com



**Section VI: Contact Information for New Owner, Remedial Party, or CoC Holder**

If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environment Easement, Deed Restriction, or Site Management Plan subject to periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Coney Island Phase III Housing Development Fund Corporation

Address:1 C/O Settlement Housing Fund, Inc., 247 West 37th St., 4th Fl.

Address2: New York, NY 10018

Phone: 646-923-8541 Email: jkamhi@shfinc.org

Cert. Party Name: Joanna Kamhi

Address:1 C/O Settlement Housing Fund, Inc., 247 West 37th St., 4th Fl.

Address2: New York, NY 10018

Phone: 646-923-8541 Email: jkamhi@shfinc.org

## Section VII: Agreement to Notify DEC After Transfer

If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at [Initial Notice And Transfer Of Certificate Of Completion - NYSDEC](#). This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. The name and contact information for the new owner(s) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form [Initial Notice And Transfer Of Certificate Of Completion - NYSDEC](#).

Name: \_\_\_\_\_

(Signature)

(Date)

**Donald Capoccia**

(Print Name)

Address1: **150 Myrtle Avenue, Suite 2**

Address2: **Brooklyn, NY 11201**

Phone: **718-422-9999** Email: **wwharton@bfcnyc.com**

**Continuation Sheet** (if needed for multiple owners, representatives, or remedial parties)

☒ Prospective Owner ☒ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Coney Island Associates 3 Moderate LLC

Address:1 150 Myrtle Avenue, Suite 2

Address2: Brooklyn, NY 11201

Phone: 718-422-9999 Email: wwharton@bfcnyc.com

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address:1 \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address:1 \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address:1 \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_