



SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
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: “New BCP Application - *Proposed 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, 12th Floor
Albany, NY 12233-7020

SITE NAME: RBEC1

Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C231168

☒

Yes

☐

No

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BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 16.1 – March 2025

SECTION I: Property Information See Attachment A

PROPOSED SITE NAME **RBEC1**

ADDRESS/LOCATION **441 West 26th Street**

CITY/TOWN **New York**

ZIP CODE **10001**

MUNICIPALITY (LIST ALL IF MORE THAN ONE) **Manhattan**

COUNTY **New York**

SITE SIZE (ACRES) **0.78**

LATITUDE

LONGITUDE

40°	44'	58.826"	-74°	0'	5.275"
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Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
441 West 26th Street	1	724	10	.73
288 Tenth Avenue	1	724	1	.05

	Y	N
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the required property map, provided in electronic format, included with the application? (Application will not be processed without a map)	<input checked="" type="radio"/>	<input type="radio"/>
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) If yes, identify census tract: _____ Percentage of property in En-zone (check one): <input checked="" type="radio"/> 0% <input type="radio"/> 1-49% <input type="radio"/> 50-99% <input type="radio"/> 100%	<input type="radio"/>	<input checked="" type="radio"/>
4. Is the project located within a disadvantaged community? See application instructions for additional information.	<input checked="" type="radio"/>	<input type="radio"/>
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	<input type="radio"/>	<input checked="" type="radio"/>

SECTION I: Property Information (continued)		Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		<input type="radio"/>	<input checked="" type="radio"/>
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		<input type="radio"/>	<input checked="" type="radio"/>
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		<input type="radio"/>	<input checked="" type="radio"/>
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		<input type="radio"/>	<input checked="" type="radio"/>
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		<input type="radio"/>	<input checked="" type="radio"/>
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. <div style="display: flex; justify-content: space-between;"> <div><u>Easement/Right-of-Way Holder</u></div> <div><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): <div style="display: flex; justify-content: space-between;"> <div><u>Type</u></div> <div><u>Issuing Agency</u></div> <div><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?		<input checked="" type="radio"/>	<input type="radio"/>
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.			
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.		Y	N
		<input checked="" type="radio"/>	<input type="radio"/>
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		<input type="radio"/>	<input checked="" type="radio"/>
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		<input type="radio"/>	<input type="radio"/>
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.			
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions.			
Initials of each Requestor: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div>			

SECTION II: Project Description **See Attachment B**

1. The project will be starting at: ☒ Investigation ☐ Remediation

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

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

☐ Yes ☐ No ☒ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☒ RIWP ☐ RAWP ☐ IRM ☐ No

4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued.

Is this information attached? ☒ Yes ☐ No

Beginning January 1, 2024, all work plans and reports submitted for the BCP shall address Green and Sustainable Remediation (GSR) and DER-31 (see [DER-31, Green Remediation](#)). Work plans, reports and design documents will need to be certified in accordance with DER-31.

5. Please provide a description of how Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts.

Is this information attached? ☒ Yes ☐ No

6. If the project is proposed to start at the remediation stage (Section 2, Item 1, above), a climate change screening or vulnerability assessment must have been completed. Is this attached?

☐ Yes ☒ No

SECTION III: Ecological Concerns **See Attachment C**

- | | Y | N |
|---|----------------------------------|----------------------------------|
| 1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site? | <input checked="" type="radio"/> | <input type="radio"/> |
| 2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources? | <input type="radio"/> | <input checked="" type="radio"/> |
| 3. Is/are there a/any Contaminant(s) of Ecological Concern? | <input type="radio"/> | <input checked="" type="radio"/> |
| If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report. | | |
| 4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application? | <input type="radio"/> | <input checked="" type="radio"/> |

N/A ☐

SECTION IV: Land Use Factors **See Attachment D**

1. What is the property's current municipal zoning designation? ^{R8} _____		
2. What uses are allowed by the property's current zoning (select all that apply)? Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/>		
3. Current use (select all that apply): Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational <input type="checkbox"/> Vacant <input type="checkbox"/>		
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?	Y <input checked="" type="radio"/>	N <input type="radio"/>
5. Reasonably anticipated post-remediation use (check all that apply): Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> If residential, does it qualify as single-family housing? N/A <input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?	<input checked="" type="radio"/>	<input type="radio"/>
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>
8. Do current and/or recent development patterns support the proposed use?	<input checked="" type="radio"/>	<input type="radio"/>
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation. Include additional documentation if necessary.	<input checked="" type="radio"/>	<input type="radio"/>
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation. Include additional documentation if necessary.	<input checked="" type="radio"/>	<input type="radio"/>

SECTION V: Current and Historical Property Owner and Operator Information **See Attachment E**

CURRENT OWNER New York City Housing Authority		
CONTACT NAME Matthew Charney, AIA - Vice President, Design and Construction		
ADDRESS 90 Church Street		
CITY New York	STATE NY	ZIP CODE 10007
PHONE (212)306-4019	EMAIL matthew.charney@nycha.nyc.gov	
OWNERSHIP START DATE Circa 1968		
CURRENT OPERATOR New York City Housing Authority		
CONTACT NAME Matthew Charney, AIA - Vice President, Design and Construction		
ADDRESS 90 Church Street		
CITY New York	STATE NY	ZIP CODE 10007
PHONE (212)306-4019	EMAIL matthew.charney@nycha.nyc.gov	
OPERATION START DATE Circa 1968		

SECTION VI: Property's Environmental History **See Attachment F**

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA:** Indicate (by selecting the options below) known contaminants and the media which are known to have been affected. Data summary tables should be included as an attachment, with laboratory reports referenced and included.

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chlorinated Solvents	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other VOCs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SVOCs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Metals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pesticides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCBs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PFAS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1,4-dioxane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other – indicated below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:

- Sample location
- Date of sampling event
- Key contaminants and concentration detected
- For soil, highlight exceedances of reasonably anticipated use
- For groundwater, highlight exceedances of 6 NYCRR part 703.5
- For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application?

☒ YES

☐ NO

4. Indicate Past Land Uses (check all that apply):

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

Other: Residential

SECTION VII: Requestor Information				See Attachment G		
NAME RBEC1, LLC						
ADDRESS 30 Hudson Yards						
CITY/TOWN New York			STATE NY		ZIP CODE 10001	
PHONE (212) 801-1000		EMAIL HSarage@Related.com				
					Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?					<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database . A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?					<input checked="" type="radio"/>	<input type="radio"/>
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A <input type="radio"/>					<input checked="" type="radio"/>	<input type="radio"/>
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.					<input checked="" type="radio"/>	<input type="radio"/>

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Hailey Sarage			
ADDRESS 30 Hudson Yards			
CITY New York		STATE NY	ZIP CODE 10001
PHONE (212) 801-1000		EMAIL HSarage@Related.com	
REQUESTOR'S CONSULTANT (CONTACT NAME) Mimi S. Raygorodetsky			
COMPANY Langan Engineering, Environmental , Surveying, Landscape Architecture and Geology, D.P.C.			
ADDRESS 368 Ninth Avenue, 8th Floor			
CITY New York		STATE NY	ZIP CODE 10001
PHONE 212-479-5400		EMAIL mraygorodetsky@langan.com	
REQUESTOR'S ATTORNEY (CONTACT NAME) Mark Chertok			
COMPANY Sive, Paget & Riesel, P.C.			
ADDRESS 560 Lexington Avenue			
CITY New York		STATE NY	ZIP CODE 10022
PHONE 646-378-7253		EMAIL mchertok@sprlaw.com	

SECTION IX: Program Fee **See Attachment H**

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver with supporting documentation.

	Y	N
1. Is the requestor applying for a fee waiver?	<input checked="" type="radio"/>	<input type="radio"/>
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application?	N/A <input type="radio"/>	<input checked="" type="radio"/>

SECTION X: Requestor Eligibility **See Attachment I**

If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" 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 ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	<input type="radio"/>	<input checked="" 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 of contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involved 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 checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	<input type="radio"/>	<input checked="" type="radio"/>
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 checked="" 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 checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT

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

☐**VOLUNTEER**

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

☒

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

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

13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?

☒ Yes

☐ No

☐ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐

Previous Owner

☐

Current Owner

☐

Potential/Future Purchaser

☒

Other: See Attachment

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** 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 environmental easement on the site.

Is this proof attached?

☒ Yes

☐ No

☐ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION XI: Property Eligibility Information

	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	<input type="radio"/>	<input checked="" type="radio"/>
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	<input type="radio"/>	<input checked="" type="radio"/>
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	<input type="radio"/>	<input checked="" type="radio"/>
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. <div style="text-align: right;">N/A <input checked="" type="radio"/></div>	<input type="radio"/>	<input type="radio"/>
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	<input type="radio"/>	<input checked="" type="radio"/>
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>

SECTION XII: Site Contact List See Attachment J

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.
- For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

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

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am Senior Vice President (title) of RBEC1, LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 10/6/2025 Signature:  _____

Print Name: Hailey Sarage _____

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 16.1

Please respond to the questions below and provide additional information and/or documentation as required. Please refer to the application instructions.

Y

N

1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?

☒☐

2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?

☒☐

3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?

☐☒

4. Is the property upside down or underutilized as defined below?

Upside down

☐☒

Underutilized

☐☒

From ECL 27-1405(31):

“Upside down” shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.

From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application):

375-3.2:

- (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and
- (1) the proposed use is at least 75 percent for industrial uses; or
- (2) at which:
- (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;
 - (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and
 - (iii) one or more of the following conditions exists, as certified by the applicant:
 - (a) property tax payments have been in arrears for at least five years immediately prior to the application;
 - (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or
 - (c) there are no structures.

“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

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

Check appropriate box below:

- ☐ Project is an Affordable Housing Project – regulatory agreement attached
- ☒ Project is planned as Affordable Housing, but agreement is not yet available
- ☐ This is not an Affordable Housing Project

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

- (a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.
- (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

☐ Yes – planned renewable energy facility site with documentation

☐ Pending – planned renewable energy facility awaiting documentation

*Selecting this option will result in a “pending” status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☒ No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

“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.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(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.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

☒ Yes - *Selecting this option will result in a “pending” status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☐ No

From ECL 75-0111 as of April 9, 2022:

(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.

ATTACHMENT A

SECTION I: PROPERTY INFORMATION

Item 1 – Location and Metes and Bounds Description

The proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) site is about 0.78 acres (34,100 square feet [sf]) in area and is located at 441 West 26th Street in the Chelsea neighborhood of New York, New York. The site is identified on the Borough of Manhattan Tax Map as Block 724, parts of (p/o) Lots 1 and 10 and will be identified as “RBEC1”.

An RP-602 Application for Mergers and Appointments will be submitted to the New York City Department of Finance (NYCDOF) to revise the boundaries among three existing tax lots (Lots 1 and 10) on Block 724. After the boundary revisions, the proposed BCP site would include parts of Lots 1 and 10. The existing tax lot boundaries, proposed new tax lot boundaries, and proposed BCP site boundary are provided on Figure A-2B.

A metes and bounds description defining the current extent of the proposed BCP site is included with this attachment.

Item 2 – Property Maps

Figure A-1: The required United States Geological Survey (USGS) 7.5-minute quadrangle map showing the location of the proposed BCP site.

Figure A-2A: Digital Tax Map from the New York City Department of Finance showing the proposed BCP site boundary and its current partial tax block and lots.

Figure A-2B Site Boundary Plan showing the existing tax lot boundaries, proposed new tax lot boundaries, and proposed BCP site boundary.

Figure A-3: Site Plan that shows map scale, north arrow orientation, date, and location of the proposed BCP site with respect to adjacent streets and roadways.

Figure A-4: Surrounding Land Use Map shows i) proposed BCP site boundary lines, with adjacent property owners clearly identified; and ii) surrounding land uses.

Figure A-5: Disadvantaged Communities and Potential Environmental Justice Areas Map shows the proposed BCP site boundary lines with an overlay of the New York State (NYS) Disadvantaged Community boundaries (based on census tracts identified under the Climate Justice Working Group criteria) and Potential Environmental Justice Areas (designated by the New York State Department of Environmental Conservation).

Item 4 – Disadvantaged Communities

According to the New York's Climate Leadership and Community Protection Act Disadvantaged Communities map, the proposed BCP site is located in a disadvantaged community census tract that has an environmental burden 69% higher than census tracts statewide, and population vulnerability that is 70% higher than census tracts statewide. The Disadvantaged Community boundary is shown on Figure A-5.

Item 6 – Multiple Applications

RBEC1 is the first phase of a larger development project to rehabilitate the entire 6.4-acre NYCHA Elliott-Chelsea Houses campus. At this time, only RBEC1 is being submitted for the BCP program; however, additional phases of the development project may also be submitted for consideration in the future.

Item 7 – Source of Groundwater and Soil Vapor Impacts

Chloroform was identified in groundwater and petroleum-related compounds, including benzene, toluene, ethylbenzene, and xylenes (BTEX) and chlorinated VOCs (CVOC) were detected in soil vapor at the site; chloroform, BTEX, and CVOCs were not identified in site soils. As such, it is suspected that the source of chloroform in groundwater and BTEX and CVOCs in soil vapor at the site is located on a property other than the site subject to the present application.

Item 14 – Property Description and Environmental Assessment Narrative

Location

The proposed BCP site is about 33,150 square feet (sf) in area, located at 441 West 26th Street in the Chelsea neighborhood of New York, New York and identified on the Borough of Manhattan Tax Map as Block 724, parts of Lots 1 and 10. The proposed BCP site is bordered by vacant land followed by West 27th Street (private street) and Chelsea Park to the north; a New York City Housing Authority (NYCHA) 12-story residential building to the east; West 26th Street, followed by two NYCHA 11-story residential buildings to the south; and a 12-story NYCHA residential building to the west.

Site Features

The proposed BCP site is improved with a 14-story occupied NYCHA residential building with a full cellar, 96 apartment units, a ground floor daycare, and an attached two-story community facility. In preparation for redevelopment the current tenants are in the

process of being temporarily relocated. The southern part of the proposed BCP site is improved with a playground, landscaped areas and pedestrian walkways.

According to a 16 April 2022 survey prepared by Fehring Surveying, P.C., surface elevations (el.) at the site range from about el. 15.55±¹ on the southwestern corner of the site to about el. 17.02± on the northeastern part of the site. The overall topography of the site and immediate surrounding area generally slopes down to the southwest towards the Hudson River.

Current Zoning and Land Use

According to the New York City Planning Commission Zoning Map 8b, the site is located within an R8 zoning district. The R8 residential zoning district generally allows for mid- to high-rise residential buildings on large zoning lots.

Land use within a half-mile of the site includes single- and multi-story buildings occupied by institutional, residential, and commercial uses. Major infrastructure (storm drains, sewers, and underground utility lines) exists within the streets surrounding the site.

Past Use of the Site

Historical uses of the site included mixed-use residential and commercial dwellings and a copper works (late 1800s to 1930s). Throughout the late 1800s and early 1900s, the site remained improved with various mixed-use residential and commercial buildings. By 1910, the northern part of the site was developed with a 5-story building with a cellar and was labeled as the Hudson Guild Neighborhood House. By 1950, all previous structures on the site excluding the Hudson Guild Neighborhood House were demolished, leaving the site mostly vacant. The current NYCHA residential building at the site was constructed by circa 1968.

Potential sources of contamination from past use of the site and adjacent properties include the presence of non-native fill, historical use of the site as a copper works, and petroleum contamination from an off-site source.

Site Geology and Hydrogeology

Based on the September 2025 Limited Subsurface Investigation (LSI) completed by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. (Langan), the site stratigraphy generally consists of non-native soil comprised of

¹ Elevations refer to North American Vertical Datum of 1988 (NAVD88), which is about 1.1 feet above mean sea level at Sandy Hook, NJ.

fine grained sand with varying amounts of silt, gravel, cobble, roots, wood, and anthropogenic materials (brick, glass, metal, coal, and/or concrete) extending from immediately below the surface cover to between 5 and 12 feet below grade surface (bgs). In borings where non-native soil did not extend to the boring termination depth, the non-native soil layer was underlain by native soil consisting of either tan, orange, or brown medium sand with varying amounts of silt, clay, and gravel or black to brown silt with varying amounts of gravel. Bedrock was not encountered in borings completed to a maximum depth of 20 feet bgs during the LSI. According to a 29 August 2025 MCRE Preliminary Geotechnical Report, depth to bedrock at the site ranges from between 40 and 55 feet bgs.

During the September 2025 LSI, the suspected groundwater table was observed in soil borings between about 7.5 and 12 feet bgs. Based on regional topography, groundwater flow direction is assumed to be to the west, towards the Hudson River.

Environmental Assessment

Based on previous investigations at the proposed BCP site, contamination has been identified as follows:

Soil

Semivolatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs) and metals were detected in non-native soil samples at concentrations above the NYSDEC Title 6 of the Official Compilation of New York Codes, Rules, and Regulations (NYCRR) Part 375 Unrestricted Use (UU); Protection of Groundwater (PGW); and/or Restricted Use Restricted-Residential (RURR) Soil Cleanup Objectives (SCO).

SVOCs detected in soil included benzo(a)anthracene at 77.1 parts per million (ppm) (RURR SCO 1 ppm), benzo(a)pyrene at 60.5 ppm (RURR SCO 1 ppm), benzo(b)fluoranthene at 74.6 ppm (RURR SCO 1 ppm), benzo(k)fluoranthene at 29 ppm (RURR SCO 3.9 ppm), chrysene at 91 ppm (RURR SCO 3.9 ppm), dibenzo(a,h)anthracene at 9.17 ppm (RURR SCO 0.33 ppm), fluoranthene at 104 ppm (RURR SCO 100 ppm), and indeno(1,2,3-cd)pyrene at 33.9 ppm (RURR SCO 0.5 ppm).

Metals detected in soil included arsenic at 16.4 ppm (RURR SCO 16 ppm), barium at 3,860 ppm (RURR SCO 400 ppm), cadmium at 12.8 ppm (RURR SCO 4.3 ppm), copper at 716 ppm (RURR SCO 270 ppm), lead at 5,120 ppm (RURR SCO 400 ppm), manganese at 2,890 ppm (RURR SCO 2,000 ppm), and mercury at 5.2 ppm (RURR SCO 0.81 ppm).

Pesticides and PCBs were not detected at concentrations above RURR SCOs.

Staining, odors, and PID readings up to 38 ppm were observed in soil borings in the eastern part of the site at the groundwater interface, at about 11 to 15 feet bgs.

Groundwater

One volatile organic compound (VOC), chloroform; SVOCs; and metals were detected in groundwater samples at concentrations above the NYSDEC Division of Water Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards and Guidance Values for Class GA water (collectively referred to as SGVs).

One VOC, chloroform, was detected at 14 parts per billion (ppb) (SGV 7 ppb).

SVOCs detected in groundwater included benzo(a)anthracene at 10.8 ppb (SGV 0.002 ppb), benzo(b)fluoranthene at 7.43 ppb (SGV 0.002 ppb), benzo(k)fluoranthene at 3.28 ppb (SGV 0.002 ppb), chrysene at 9.27 ppb (SGV 0.002 ppb), and indeno(1,2,3-cd)pyrene at 3.57 ppb (SGV 0.002 ppb).

Total metals detected in groundwater included lead at 122 ppb (SGV 25 ppb) and sodium at 274,000 ppb (SGV 20,000 ppb). One dissolved metal, sodium, was detected at 264,000 ppb (SGV 20,000 ppb).

Soil Vapor

Petroleum-related compounds, including benzene, toluene, ethylbenzene, and xylenes (BTEX), and chlorinated VOCs (CVOC) were detected in the samples. Tetrachloroethene (PCE) was detected in all soil vapor samples at concentrations ranging from 1.4 to 73 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$).

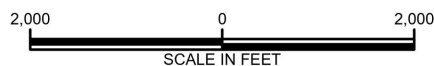
Previous soil, groundwater, and soil vapor data are summarized in Attachment F Table F-1, F-2, and F-3.

FIGURES



Legend

Site Boundary



Notes:

1. Basemap adapted from United States Geological Survey (USGS) 7.5-Minute Series Topographical Maps, Jersey City, New Jersey, Quadrangle.

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Langan Engineering & Environmental Services, Inc.
Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.
Langan International LLC
Collectively known as Langan

Project

RBEC1

BLOCK No. 724,
p/o LOT Nos. 1 & 10

NEW YORK

NEW YORK

Figure Title

**SITE LOCATION
MAP**

Project No.

170930902

Date

11/4/2025

Scale

1"=2,000'

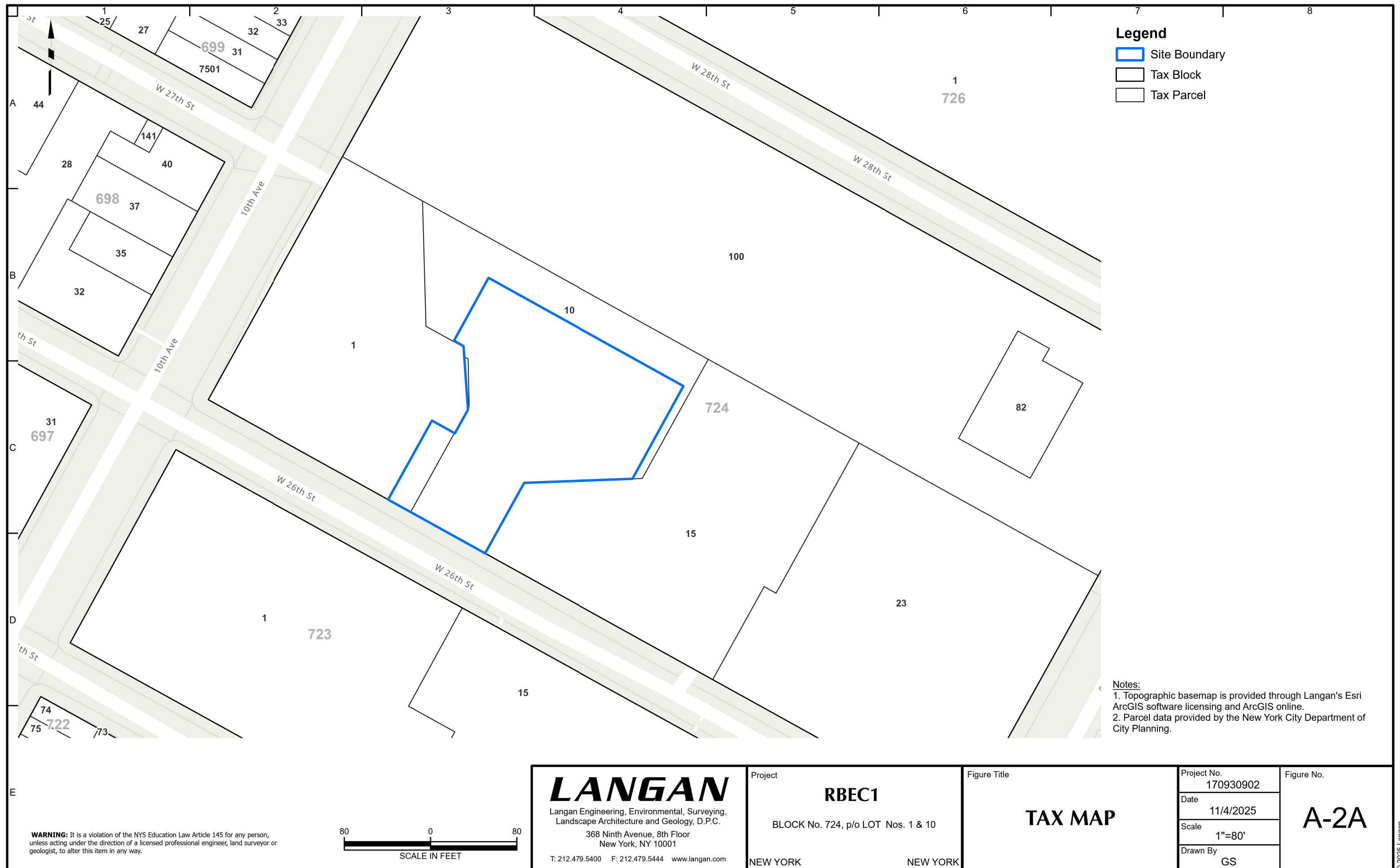
Drawn By

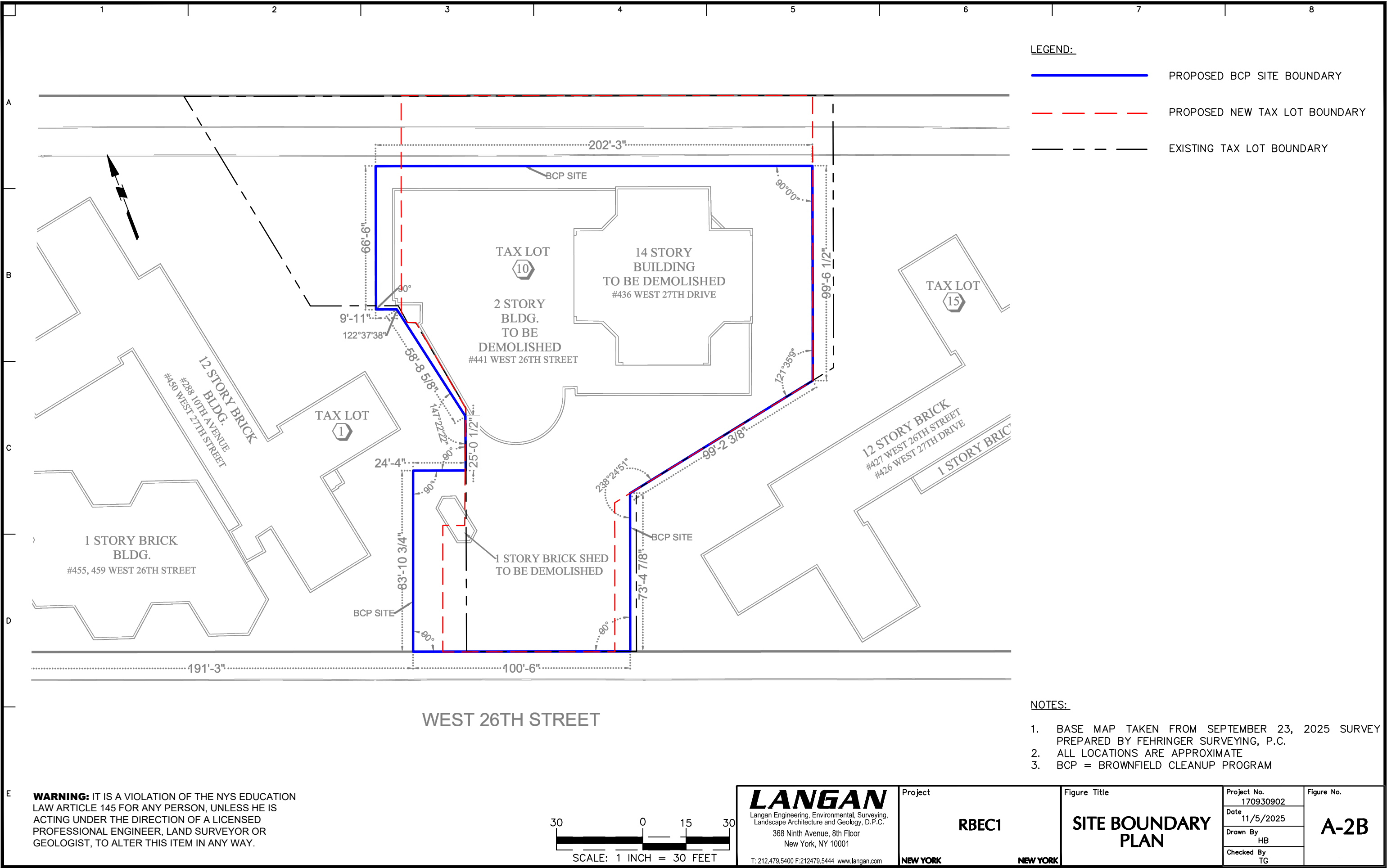
MG

Submission Date

Figure No.

A-1







- Legend**
- Site Boundary
 - Tax Block
 - Tax Parcel

Notes:
1. Imagery provided through Langan's subscription to NearMap.com, flown 7/3/2025.
2. Parcel data provided by the New York City Department of City Planning.

E

WARNING: It is a violation of the NYS Education Law Article 145 for any person, unless acting under the direction of a licensed professional engineer, land surveyor or geologist, to alter this item in any way.



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Project

RBEC1

BLOCK No. 724, p/o LOT Nos. 1 & 10

NEW YORK

Figure Title

SITE PLAN

NEW YORK

Project No.

170930902

Date

11/4/2025

Scale

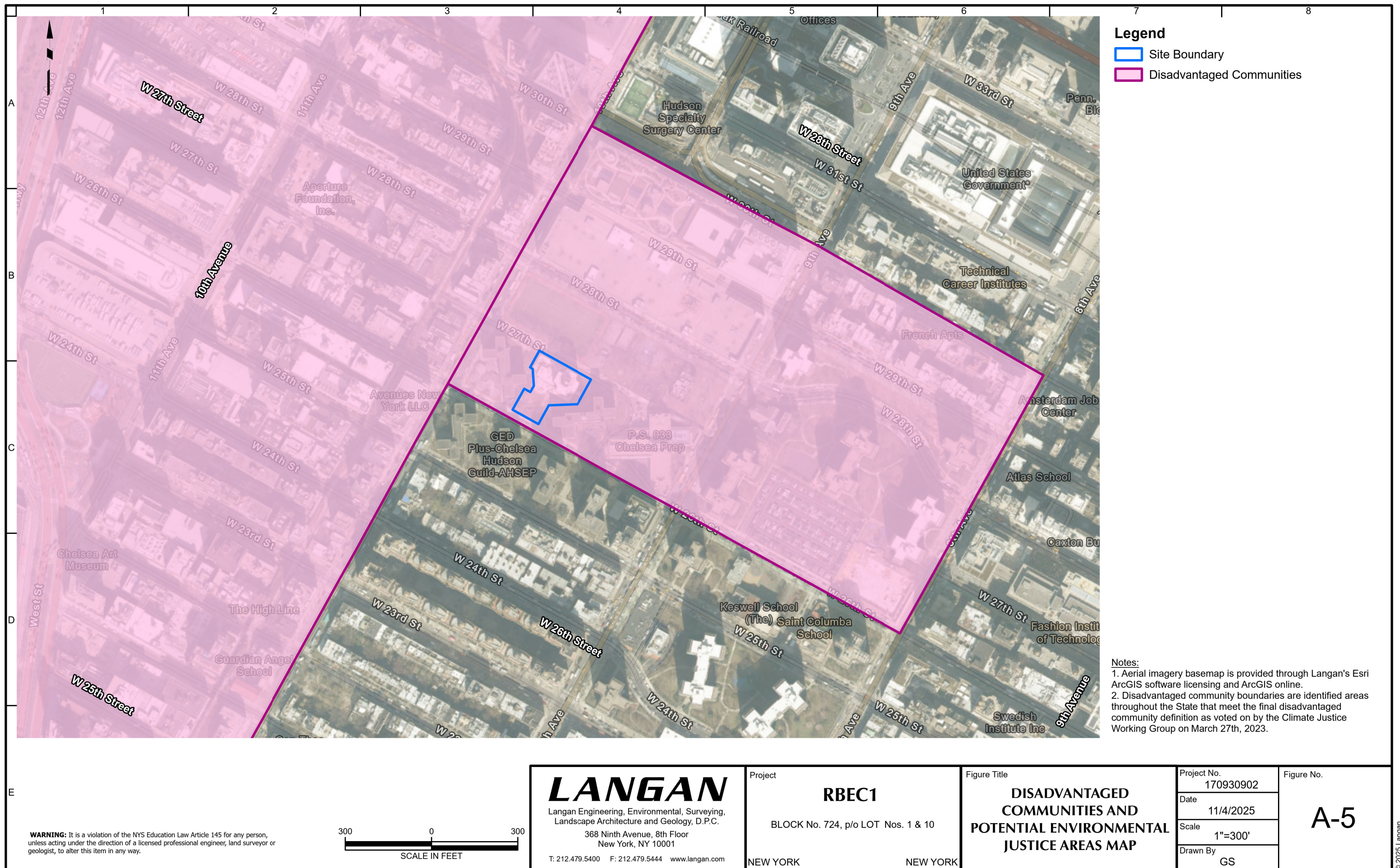
1"=80'

Drawn By

GS

Figure No.

A-3



RBEC1 BCP SITE
METES AND BOUNDS
BLOCK 724 LOT 1 and 10

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

BEGINNING at a point on the Northerly side of West 26th Street distant 191 Feet 3 Inches Easterly from the intersection of the Northerly side of West 26th Street with the Easterly side of 10th Avenue;

RUNNING THENCE Northerly parallel with the Easterly side of 10th Avenue and at right angles to the Northerly side of West 26th Street, a distance of 83 feet 10-3/4 inches to a point;

THENCE Easterly and at right angles to the last described course, a distance of 24 feet 4 inches to a point;

THENCE Northerly and at right angles to the last described course, a distance of 25 feet 0-1/2 inches to a point;

THENCE Northwesterly along a line forming an angle on the West with the last described course of 147 Degrees 22 Minutes 22 Seconds, a distance of 58 feet 8-5/8 inches to a point;

THENCE Westerly along a line forming an angle to the South with the last described course of 122 Degrees 37 Minutes 38 Seconds, a distance of 9 feet 11 inches to a point;

THENCE Northerly and at right angles to the last described course, a distance of 66 feet 6 inches to a point;

THENCE Easterly and at right angles to the last described course, a distance of 202 feet 3 inches to a point;

THENCE Southerly and at right angles to the last described course, a distance of 99 feet 6-1/2 inches to a point;

THENCE Southwesterly along a line forming an angle on the North with the last described course of 121 Degrees 35 Minutes 09 Seconds, a distance of 99 feet 2-3/8 inches to a point;

THENCE Southerly along a line forming an angle on the West with the last described course of 238 Degrees 24 Minutes 51 Seconds, a distance of 73 feet 4-7/8 inches to a point on the Northerly side of West 26th Street;

THENCE Westerly along the Northerly side of West 26th Street and at right angles to the last described course, a distance of 100 feet 6 inches to the point or place of BEGINNING.

ATTACHMENT B

SECTION II: PROJECT DESCRIPTION

Items 1, 2, and 3 – Project Stage

The project is starting at the investigation stage. A draft Remedial Investigation Work Plan (RIWP) is being submitted concurrently with this application.

Item 4 – Project Development Description

The proposed redevelopment includes asbestos abatement and demolition of the existing structures and removal of paved and landscaped surfaces to facilitate the removal of contaminated soil to accommodate construction of a new 39-story residential building with a footprint of about 21,000 square feet (sf) and a 19,000-sf partial cellar. The cellar will contain mechanical rooms, storage, a community facility room, and a theater. The first through fifth floors will contain community facility rooms, daycare/childcare facilities, a gym, and other residential amenities. The fourth through 39th floors will contain residential apartments; outdoor terraces will be located on the 14th and 20th floors. The building will contain about 423,000 sf of permanently affordable residential space; no market rate apartments are planned. The contemplated use for purposes of the BCP is restricted residential.

To allow for subsurface remediation and redevelopment, abatement and demolition of the existing on-site buildings is anticipated to begin in Q1 2026. Subsurface remediation and foundation construction are anticipated to begin in the second half of 2026, and the project anticipates receipt of a Certificate of Completion in 2027. An estimated timeline of anticipated Brownfield Cleanup Program (BCP) milestones is provided as Attachment B-1.

Item 5 – Green and Sustainable Remediation

Green and Sustainable Remediation (GSR) Principles

Green remediation principles and techniques will be implemented to the extent feasible in the investigation, remedial design, remedial action, and site management phases of the project as per the NYSDEC DER-31 Green Remediation Policy (DER-31). The following green remediation/sustainability concepts will be considered and/or implemented, to the extent feasible:

- Increase energy efficiency/minimize total energy use and direct and indirect CO²/greenhouse gas (GHG) emissions

- Reduce emissions of air pollutants
- Minimize habitat disturbance
- Prevent erosion, surface runoff, and off-site water quality impacts
- Minimize equipment and truck idling and use sustainably produced biofuels to reduce discharges of pollutants and GHG emissions
- Utilize clean diesel (new or retrofitted) equipment to reduce emissions
- Minimize truck travel for disposal to save energy, reduce emissions, reduce localized noise, vibration, and wear and tear on roads
- Minimize use of heavy equipment to save energy and reduce emissions

To evaluate the remedy with respect to GSR principles as part of the remedial program, a Best Management Practice (BMP) assessment will be conducted in accordance with the ASTM Guide for Standard Cleanups, and an environmental footprint analysis will be conducted for each remedial alternative using SiteWise™. The results of the environmental footprint analysis will be included in the RAWP.

BMPs for the project related to these GSR metrics, and BMPs for minimizing community impacts, protecting habitats and natural and cultural resources, and promoting environmental justice, will be incorporated into the remedial program, as appropriate and as described below:

Waste Generation

Waste generation considers the management of waste associated with remedial activities and any waste reduction projects including, but not limited to, material reuse and recycling. Several waste streams will be generated during implementation of the remedy (e.g., potential dewatering fluids, soil, polyethylene sheets used for stockpile coverage and separating types of contamination, nitrile gloves for endpoint sampling, disposable sample ware, acetate liners from drilling operations, tubing and buckets from groundwater performance monitoring, and decontamination materials). When possible, an effort will be made to minimize the consumption/generation of such materials. If feasible, decontamination and reuse of applicable materials will be considered. Electronic methods of data collection (e.g., tablets) will also be used to reduce paper consumption when possible.

Electrical Energy Use

Energy usage considers the electricity usage needed for remediation activities. Energy will be required for charging field equipment (e.g., photoionization detector [PID], air

monitoring equipment, groundwater sampling equipment). Battery-powered equipment will be turned off when not in use to limit charging activities.

Emissions

Emissions tracking considers fuel usage for transportation of personnel to and from the site, trucks used for export of contaminated material or import of backfill material, equipment and laboratory sample couriers, and construction equipment.

To reduce fuel usage, trucks and heavy machinery operators will be encouraged to reduce idling time and shut down vehicles or equipment when not in use. The contractor will also be encouraged to perform routine, on-time vehicle and machinery maintenance such as oil changes to improve fuel efficiency. Trucks used for exports/imports will also use low sulfur emitting fuels.

When possible, personnel will be encouraged to take public transport, and equipment/sample deliveries and pickups will be consolidated to reduce transport needs.

Water Usage

Water usage considers sources of water for tasks such as decontamination, irrigation, etc. The public water supply will be used when water is required for decontamination activities or dust suppression. This will be required for effective implementation of the remedy and the protection of human health. Water will only be consumed when necessary, and consumption will be in accordance with local regulations.

Land and/or Ecosystems

The Applicant will consider restoration of any disturbances of land and/or ecosystems as part of the implementation/operation of the remedy.

BMP Assessment

A BMP assessment and an environmental footprint analysis will also be conducted at the completion of the remedy. As practicable, water consumption, greenhouse gas emissions, renewable and non-renewable energy use, waste reduction, and material use will be estimated at the end of the remediation phase. Progress with respect to GSR metrics will be tracked during implementation of the remedial action and reported in the Final Engineering Report (FER).

Item 6 – Climate Change Screening

A climate screening assessment was conducted for the site. The climate screening checklist is provided as Appendix F of the RIWP. A second climate screening assessment will be conducted as part of the RAWP.

**Attachment B-1 - BCP Schedule
BCP Application**

**RBEC1
441 West 26th Street
New York, NY
Langan Project No.: 170930902**

Item	Action	2025						2026											
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	BCP Eligibility Investigation and Report																		
2	Pre-Application Meeting with NYSDEC (Optional)																		
3	BCP Application and RIWP - Preparation and Submission																		
4	BCP Application - NYSDEC Review/Completeness Determination																		
5	BCP Application - Public Comment Period (30 Days)																		
6	Execute BCA Agreement																		
7	Existing Building Demolition																		
8	RIWP - NYSDEC Review and Approval																		
9	RI - Implementation																		
10	RIR - Preparation and Submission																		
11	RIR - NYSDEC Review and Approval																		
12	RAWP - Preparation and Submission																		

Notes:

1. This is an estimated schedule; all items are subject to change, based on agency review. BCP schedule shown through RAWP preparation. NYSDEC approval of RAWP, implementation of the RAWP, and closure reporting schedules will be determined at a future date.

2. BCP = Brownfield Cleanup Program

3. NYSDEC = New York State Department of Environmental Conservation

4. RIWP = Remedial Investigation Work Plan

5. RI = Remedial Investigation

6. RIR = Remedial Investigation Report

7. RAWP = Remedial Action Work Plan

8. SMP = Site Management Plan

9. FER = Final Engineering Report

10. EE = Environmental Easement

11. BCA = Brownfield Cleanup Agreement

12. A Certificate of Completion (COC) is anticipated for December 2027.

	Completed
	Anticipated Schedule
	Anticipated Demolition Schedule

Appendix 3C Fish and Wildlife Resources Impact Analysis Decision Key		If YES Go to:	If NO Go to:
1.	Is the site or area of concern a discharge or spill event?	13	2
2.	Is the site or area of concern a point source of contamination to the groundwater which will be prevented from discharging to surface water? Soil contamination is not widespread, or if widespread, is confined under buildings and paved areas.	13	3
3.	Is the site and all adjacent property a developed area with buildings, paved surfaces and little or no vegetation?	4	9
4.	Does the site contain habitat of an endangered, threatened or special concern species?	Section 3.10.1	5
5.	Has the contamination gone off-site?	6	14
6.	Is there any discharge or erosion of contamination to surface water or the potential for discharge or erosion of contamination?	7	14
7.	Are the site contaminants PCBs, pesticides or other persistent, bioaccumulable substances?	Section 3.10.1	8
8.	Does contamination exist at concentrations that could exceed ecological impact SCGs or be toxic to aquatic life if discharged to surface water?	Section 3.10.1	14
9.	Does the site or any adjacent or downgradient property contain any of the following resources? i. Any endangered, threatened or special concern species or rare plants or their habitat ii. Any DEC designated significant habitats or rare NYS Ecological Communities iii. Tidal or freshwater wetlands iv. Stream, creek or river v. Pond, lake, lagoon vi. Drainage ditch or channel vii. Other surface water feature viii. Other marine or freshwater habitat ix. Forest x. Grassland or grassy field xi. Parkland or woodland xii. Shrubby area xiii. Urban wildlife habitat xiv. Other terrestrial habitat	11	10
10.	Is the lack of resources due to the contamination?	3.10.1	14
11.	Is the contamination a localized source which has not migrated and will not migrate from the source to impact any on-site or off-site resources?	14	12
12.	Does the site have widespread surface soil contamination that is not confined under and around buildings or paved areas?	Section 3.10.1	12
13.	Does the contamination at the site or area of concern have the potential to migrate to, erode into or otherwise impact any on-site or off-site habitat of endangered, threatened or special concern species or other fish and wildlife resource? (See #9 for list of potential resources. Contact DEC for information regarding endangered species.)	Section 3.10.1	14
14.	No Fish and Wildlife Resources Impact Analysis needed.		No

ATTACHMENT D

SECTION IV: LAND USE FACTORS

Items 1 and 2 – Current Zoning

According to the New York City Planning Commission Zoning Map 8b, the site is located within an R8 zoning district. The R8 residential zoning district generally allows for mid- to high-rise residential buildings on large zoning lots. The proposed use is consistent with the current zoning. A copy of the applicable zoning map from 2025 is included as Attachment D-1.

Items 3 and 4 – Current Use

The site is about 33,150 square feet (0.76-acre) in area, located at 441 West 26th Street, New York, New York and identified on the Borough of Manhattan Tax Map as Block 724, parts of Lots 1 and 10. The site is improved with a 14-story New York City Housing Authority (NYCHA) residential building with a full cellar, 96 apartment units, a ground floor daycare, and an attached two-story community center. The southern part of the site is improved with a playground, landscaping and pedestrian walkways. The site building contains 100% permanently affordable housing and the proposed site building will also contain 100% permanently affordable housing.

No current specific operations or uses have been identified that are a source of contamination at the site.

Items 5 and 6 – Intended Use Post Remediation

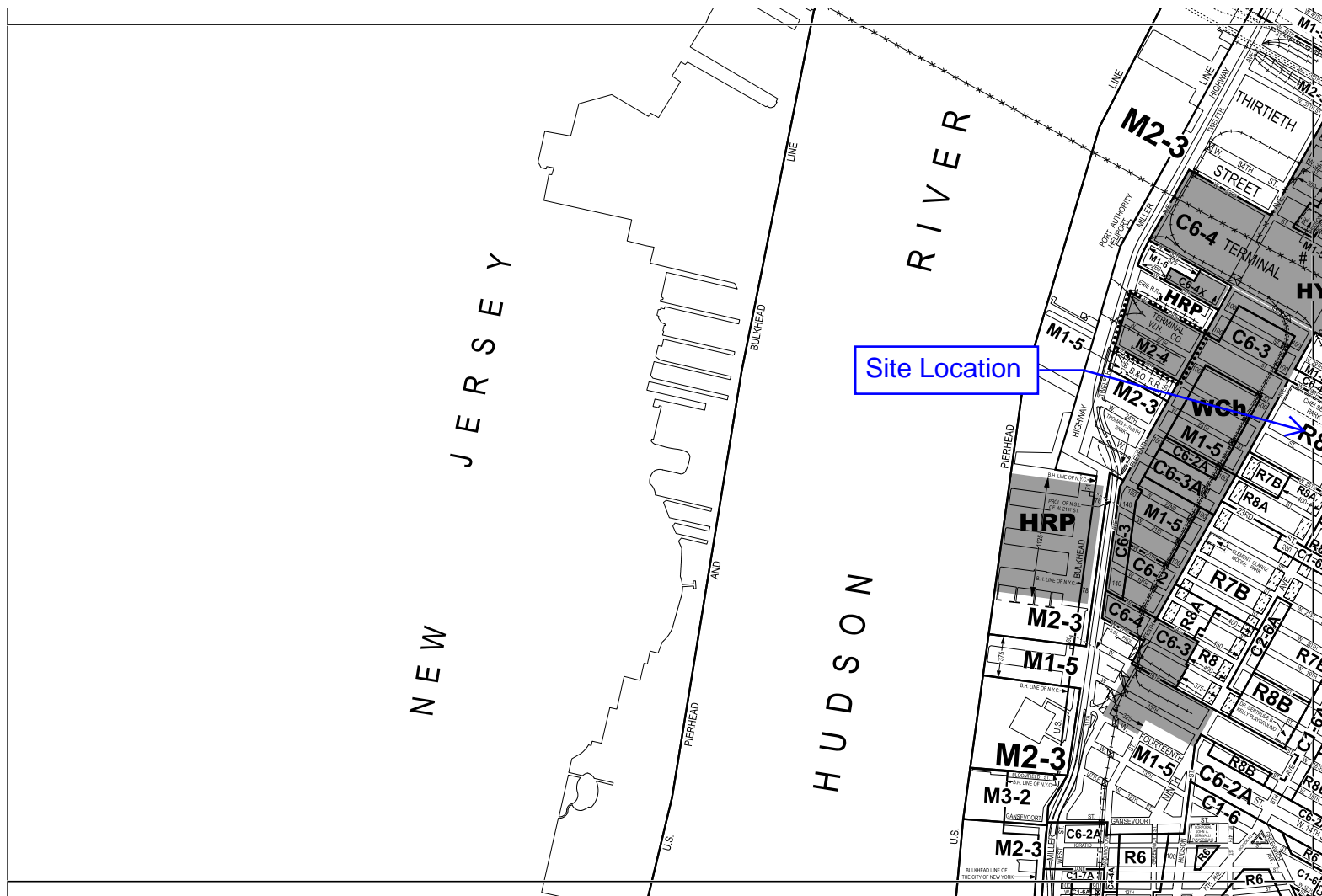
The proposed redevelopment includes asbestos abatement and demolition of the existing structures and removal of paved and landscaped surfaces to allow for the removal of contaminated soil to accommodate construction of a new 39-story residential building with a footprint of about 21,000 square feet (sf) and a 19,000-sf partial cellar. The cellar will contain mechanical rooms, storage, a community facility room, and a theater room. The first through fifth floors will contain community facility rooms, daycare/childcare facilities, a gym, and other residential amenities. The fourth through 39th floors will contain residential apartments; outdoor terraces will be located on the 14th and 20th floors. The building will contain about 423,000 sf of permanently affordable residential space; no market rate apartments are planned as part of the proposed development. The contemplated use for purposes of the BCP is restricted residential.

Item 9 – Consistency with Applicable Zoning Laws/Maps

The site is in an R8 residential zoning district. The R8 residential zoning district generally allows for mid- to high-rise residential buildings on large zoning lots. Buildings within R8 zoning districts have floor area ratios (FAR) of 0.94 to 6.02. This project is fully consistent with the current zoning, as well as with the goals of the New York City Council, as embodied in the New York City Zoning Districts.

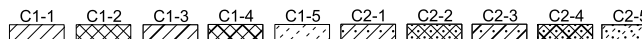
Item 10 – Consistency with Comprehensive Plans

The project is consistent with the Fulton Elliott-Chelsea Houses Redevelopment Project and overall master plan, which were accepted on July 28, 2025 via a joint record of decision with the NYC Department of Housing Preservation and Development (HPD) as lead agency and NYCHA and the project sponsor. No other applicable local waterfront revitalization plans or other adopted land use plans are applicable to the site.



600 0 600 1200 1800 FEET

NOTE: STREETS FOR THE STREET MAP CHANGE C 040508 MMM ARE SHOWN ON THIS MAP PRIOR TO BECOMING EFFECTIVE IN ORDER TO LOCATE ZONING DISTRICT BOUNDARIES.



NOTE: Where no dimensions for zoning district boundaries appear on the zoning maps, such dimensions are determined in Article VII, Chapter 6 (Location of District Boundaries) of the Zoning Resolution.

ZONING MAP

THE NEW YORK CITY PLANNING COMMISSION

Major Zoning Classifications:

The number(s) and/or letter(s) that follows an **R**, **C** or **M** District designation indicates use, bulk and other controls as described in the text of the Zoning Resolution.

R - RESIDENTIAL DISTRICT

C - COMMERCIAL DISTRICT

M - MANUFACTURING DISTRICT

SPECIAL PURPOSE DISTRICT
The letter(s) within the shaded area designates the special purpose district as described in the text of the Zoning Resolution.

AREA(S) REZONED

Effective Date(s) of Rezoning:

12-09-2021 C210408 ZMM

Special Requirements:

For a list of lots subject to CEQR environmental requirements, see APPENDIX C.

For a list of lots subject to "D" restrictive declarations, see APPENDIX D.

For Inclusionary Housing designated areas and Mandatory Inclusionary Housing areas on this map, see APPENDIX F.

MAP KEY

		8c
	8b	8d
12a		12c

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NOTE: Zoning information as shown on this map is subject to change. For the most up-to-date zoning information for this map, visit the Zoning section of the Department of City Planning website: www.nyc.gov/planning or contact the Zoning Information Desk at (212) 720-3291.

ZONING
MAP
8b

ATTACHMENT E

SECTION V: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

The New York City Housing Authority (NYCHA) is the current owner of the site. Langan researched ownership records for the site on the NYC Department of Finance (NYCDOF) Automated City Register Information System (ACRIS) website (<https://a836-acris.nyc.gov/DS/DocumentSearch/Index>). According to available information, NYCHA has owned and operated the site since circa 1968. Deeds and/or property transaction records for the site prior to 1968 are not available on ACRIS.

Current and Previous Site Owners

Current and Historical Property Owner and Operator Information	
Contact Information	Tax Block 724, parts of Lots 1 and 10
Ownership and Occupant Records	
Current Owner	New York City Housing Authority
Contact Name	Matthew Charney, AIA – Vice President, Design and Construction
Address	90 Church Street, New York, NY 10007
Phone	212-306-4019
Email	matthew.charney@nycha.nyc.gov
Ownership Start Date	Circa 1968
Relationship to Property	Owner and Operator
Requestor's Relationship with Current Owner/Operator	Agreement between Requestor and current owner/operator to redevelop the site (see attachment I – Item 14)
Previous Owners	Information Not Available
Requestor's Relationship with Previous Owners	None

Previous Site Operators

Historical uses of the site included mixed-use residential and commercial dwellings and a copper works (late 1800s to 1930s). Throughout the late 1800s and early 1900s, the site remained improved with various mixed-use residential and commercial buildings. By 1910, the northern part of the site was developed with a 5-story building with a cellar and was labeled as the Hudson Guild Neighborhood House. By 1950, all previous structures on the site excluding the Hudson Guild Neighborhood House were demolished, leaving the site mostly vacant. The current NYCHA residential building at the site was constructed by circa 1968.

Langan reviewed publicly available records on the New York City ACRIS website and historical records including Sanborn Fire Insurance Maps, City Directories, and an Environmental Data Resources radius map report that were included in the 6 May 2022 Phase I Environmental Site Assessment for the larger planned development property known as “Chelsea-Elliott”, prepared by Hillmann Consulting.

Historical operator information is listed below:

Operator Name	Relationship to Property	Address	Relationship to Applicant
The Hudson Guild	Occupant (1911 to present)	441 West 26 th Street 212-760-9800	None
A A A 24 Hr Emergency Locksmith	Occupant (2017)	441 West 26 th Street Unknown phone number	None
Levante, Candy	Occupant (1938)	441 West 26 th Street Unknown phone number	None
Rotio A Grocery	Occupant (1927)	441 West 26 th Street Unknown phone number	None

ATTACHMENT F

SECTION VI: PROPERTY'S ENVIRONMENTAL HISTORY

Item 1 – Environmental Reports

Environmental Site Assessments (ESA) and subsurface investigation reports prepared for the site are included in this attachment and are summarized below.

1. 6 May 2022 Phase I Environmental Site Assessment (ESA) Report, prepared by Hillmann Consulting
2. 7 March 2023 Soil Waste Classification Sampling Summary Report, prepared by HK Engineering & Geology, D.P.C. (HK)
3. February 2024 Site Investigation Report (SIR), prepared by HK
4. 23 September 2025 Limited Subsurface Investigation (LSI) Report, prepared by Langan

6 May 2022 Phase I ESA Report, prepared by Hillmann Consulting

Hillmann prepared a Phase I ESA for a larger planned development property known as "Chelsea-Elliott", which included the RBEC1 site (the RBEC1 site is referenced as the "Chelsea Addition 1" in the Phase I ESA). Relevant information from the Phase I ESA pertaining to the RBEC1 site is summarized below.

According to the Phase I ESA, the site was developed with multi-story mixed-use buildings, residential and commercial buildings, and a copper works as early as 1890. Throughout the late 1800s and early 1900s, the site remained improved with various mixed-use residential and commercial buildings. By 1910, the northern part of the site was developed with a 5-story building with a cellar and was labeled as the Hudson Guild Neighborhood House. By 1950, all previous structures on the site excluding the Hudson Guild Neighborhood House were demolished, leaving the site mostly vacant. By 1968, the site was additionally developed with the existing 14-story building known as the Chelsea Houses Addition.

The Phase I ESA also identified a Controlled REC (CREC) related to closed NYSDEC Spill No. 9602200 (consolidated with 8908401) on the Chelsea-Elliott Houses campus. Based on a review of the spill records, investigation activities, and subsequent cleanup actions, the odors, staining, and/or sheen identified in soil by HK in 2023 and Langan in 2025 (see sections below) in the eastern part of the site are likely related to these closed spill cases.

Hillmann also noted historical manufacturing (not specified) use on the larger Chelsea-Elliott development property in the 1940s to 1960s (including the RBEC1 site) as a recognized environmental condition (REC).

7 March 2023 Soil Waste Characterization Sampling Summary Report, prepared by HK

HK performed a waste characterization for the larger Chelsea-Elliott development property and a second development site known as "Fulton 11" to facilitate future soil removal at both properties during planned redevelopment. One soil boring (SB1) was advanced within the RBEC1 site boundary to 15 feet bgs. Non-native soil was observed in SB1 from below the site cover to about 12 feet bgs. One grab and one composite soil sample were collected from 12 to 13 and 10 to 12 feet bgs, respectively, and analyzed for volatile organic compounds (VOC), semivolatile organic compounds (SVOC), polychlorinated biphenyls (PCB), Resource Conservation and Recovery Act (RCRA) metals, Toxicity Characteristic Leaching Procedure (TCLP) metals, hexavalent chromium, and general RCRA characteristics (ignitability, corrosivity, and flammability). VOC, SVOC, PCB, RCRA 8 metals and hexavalent chromium results were compared to the New York State Department of Environmental Conservation (NYSDEC) Title 6 of the New York Codes, Rules, and Regulations (NYCRR) Part 375 Unrestricted Use (UU) and Restricted Use Restricted-Residential (RURR) Soil Cleanup Objectives (SCO). TCLP metals results were compared to the NYCRR Part 371.3 Maximum Concentration of Contaminants for the Toxicity Characteristic and the 40 CFR 261 Subpart C and Table 1 of 40 CFR 261.24 – United States Environmental Protection Agency (USEPA) RCRA Characteristics of Hazardous Waste (collectively referred to herein as the EPA Hazardous Waste Limit [HWL]).

Stained soil, odors, and a maximum photoionization detector (PID) reading of 4.3 parts per million (ppm) were observed in soil boring SB1 from 12 to 15 feet bgs. Groundwater was encountered at 13 feet bgs and a sheen was observed on groundwater. Soil analytical results are described below.

VOCs and SVOCs were not detected in soil above the UU or RURR SCOs. Two pesticides (4,4'-DDE and 4,4'-DDT) and two metals (lead and zinc) were detected at concentrations above the UU and/or RURR SCOs. No metals concentrations exceeded the HWL and the soil was not found to be ignitable, corrosive or flammable.

February 2024 SIR, prepared by HK Engineering & Geology, D.P.C.

HK completed a site investigation (SI) at the larger Chelsea-Elliot development property and the Fulton 11 property to investigate potential impacts from historical on- and off-site uses. As part of this investigation, HK completed a geophysical survey; advanced nine soil borings; installed four temporary groundwater monitoring wells and six soil vapor sampling probes; and collected soil, groundwater, and soil vapor samples within the RBEC1 site. The results are summarized below (note: sampling was also conducted at several off-site locations, which are not included or discussed as part of this Application):

- Geophysical Survey - The geophysical survey was conducted across accessible areas of the site and identified visual evidence of buried utilities (e.g., electric and sewer). Subsurface anomalies consistent with underground storage tanks (UST) were not identified.
- Soil – Soil samples were collected from the 0- to 2-foot interval and the 10- to 12-foot intervals to characterize the top of the non-native soil layer and soil at the anticipated development depth of a new building that was being proposed for construction at the time of the SIR. Soil samples were analyzed for VOCs, SVOCs, pesticides, PCB, and Target Analyte List (TAL) metals. Soil sample analytical results were compared to the Part 375 UU and RURR SCOs. Soil sample analytical results are described below.
 - VOCs and PCBs were not detected above the UU and RURR SCOs.
 - Seven SVOCs (benzo[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, benzo[k]fluoranthene, chrysene, dibenzo[a,h]anthracene, and indeno[1,2,3-cd]pyrene) were detected at concentrations above the UU and/or RURR SCOs.
 - Three pesticides (4,4'-DDD, 4,4'-DDE, and 4,4'-DDT) were detected in the shallow samples at concentrations above the UU SCOs. Pesticides were not detected above the RURR SCOs.
 - Seven metals (barium, cadmium, copper, lead, mercury, nickel, and zinc) were detected at concentrations above the RURR and/or UU SCOs.

- Groundwater - Groundwater was observed between about 11 and 14 feet bgs. Groundwater samples were analyzed for VOCs, SVOCs, pesticides, PCBs, and TAL metals (total and dissolved). Groundwater analytical results were compared to the NYSDEC Division of Water Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards and Guidance Values for Class GA water (collectively referred to as SGVs). Groundwater sample analytical results are described below.
 - Pesticides and PCBs were not detected above the SGVs.
 - One VOC (chloroform) was detected above the SGVs in two monitoring wells.
 - Five SVOCs (benzo[a]anthracene, benzo[b]fluoranthene, benzo[k]fluoranthene, chrysene, and indeno[1,2,3-cd] pyrene) were detected above the SGVs.
 - Three total metals (lead, selenium, and sodium) and two dissolved metals (selenium and sodium) were detected above the SGVs.
- Soil Vapor - Soil vapor samples were analyzed for VOCs. Soil vapor analytical data was not compared to a standard because no regulatory standard currently exists for soil vapor samples in New York State. Petroleum-related compounds, including benzene, toluene, ethylbenzene, and xylenes (BTEX) and chlorinated VOCs (CVOC), were detected in the samples. Tetrachloroethene (PCE) was detected in all of the soil vapor samples at concentrations ranging from 1.4 to 73 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$).

Langan evaluated the soil vapor sampling results using the New York State Department of Health (NYSDOH) Decision Matrices soil vapor guidance (2006, with updates through February 2024). Full evaluation using the Decision Matrices requires sub-slab vapor and indoor air data. However, in the absence of indoor air data, the soil vapor data were evaluated against the minimum sub-slab vapor concentrations in the matrix. The outcomes for the following matrix compounds ranged from “no further action” to “mitigate”: carbon tetrachloride, PCE, methylene chloride, 1,1,1-trichloroethane, benzene, ethylbenzene, cyclohexane, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, m&p xylene, n-heptane, n-hexane, and toluene.

24 September 2025 LSI Report, prepared by Langan

Langan conducted a subsurface investigation on RBEC1 to evaluate potential impacts to soil resulting from historical on- and off-site uses. The investigation included a geophysical survey, advancement of 9 soil borings and collection of 23 soil samples. Soil borings were advanced to depths up to 20 feet bgs or until refusal, and up to 3 soil samples were collected from each boring from one or more of the following intervals: a shallow 2-foot interval within the non-native soil layer (0 to 5 feet bgs), a deeper 2-foot interval in the non-native soil layer; the 2-foot interval at the groundwater interface; and/or the 2-foot interval exhibiting the greatest field evidence of contamination. The analytical results from Langan's LSI are included as Table 1.

- Geophysical Survey - The geophysical survey identified anomalies consistent with subsurface utilities in various locations across the site. No anomalies consistent with the size and shape of a UST were identified.
- Subsurface Observations - The site surface cover is underlain by about 5 to 12 feet of non-native soil, predominantly consisting of black to grayish brown to tan, fine-grained sand with varying amounts of silt, gravel, brick, construction debris, and fibrous vegetation. Native soil consisting of brown to orangish brown fine- to medium-grained sand with varying amounts of silt and trace fine gravel was observed below the non-native soil layer, starting at depths ranging from 5 to 12 feet bgs. Refusal was encountered in SB06 at approximately 10 feet bgs. Staining, odors, and PID readings up to 38 ppm were observed in one soil boring (SB05) at about 11 to 13 feet bgs at the groundwater interface and at the contact between the non-native soil layer and native soil layer. No free phase petroleum was identified. Based on these findings, a spill was reported to the NYSDEC Spill Hotline on October 9, 2025 and Spill No. 25-06223 was assigned to the site. Groundwater was observed in the soil borings from about 7.5 to 12 feet bgs. Based on topography, the inferred regional groundwater flow direction in the vicinity of the site is to the southwest, towards the Hudson River.
- Soil Sample Analytical Results - Soil samples were analyzed for VOCs, SVOCs, TAL metals (including hexavalent and trivalent chromium), pesticides, herbicides and PCBs. Soil sample analytical results were compared to NYSDEC Part 375 UU, Protection of Groundwater (PGW), and RURR SCOs. The results are as follows:
 - VOCs and herbicides were not detected at concentrations above the UU, PGW, or RURR SCOs.

- One or more of twelve SVOCs were detected in six soil samples collected from the non-native soil layer between 0 and 8 feet bgs at concentrations exceeding the UU, PGW, and/or RURR SCOs.
- One or more of three pesticides (4,4'-DDD, 4,4'-DDE, and 4,4'-DDT) were detected in four soil samples collected from the non-native soil layer between 0 and 7 feet bgs at concentrations exceeding the UU SCOs.
- Total PCBs were detected in one soil sample (SB03_2-4) at a concentration exceeding the UU SCO
- One or more of nine metals, including arsenic, barium, copper, hexavalent chromium, trivalent chromium, lead, mercury, nickel, and/or zinc, were detected in 18 samples collected from the non-native soil layer between 0 and 8 feet bgs exceeding the UU, PGW, and/or RURR SCOs. Lead was detected above the RURR SCO in 6 out of the 24 soil samples. The maximum concentration of lead was detected in sample SB03_5-7 at 5,120 milligrams per kilogram (mg/kg), which is more than an order of magnitude above the PGW and RURR SCOs.

Item 2 - Sampling Data

A summary of laboratory analytical results (minimum and maximum detections) exceeding applicable regulatory criteria for soil, groundwater, and soil vapor samples collected within the proposed BCP site during the three previous investigations is provided in Tables F-1 through F-3 (attached). Sample location and analytical results maps for soil are provided as Figures F-1 and F-2, for groundwater as F-3, and for soil vapor as F-4. The following sections summarize the maximum concentrations of contaminants for each media.

Soil

Soil samples contained concentrations of SVOCs and metals exceeding the Part 375 UU, PGW, and/or RURR SCOs. Concentrations detected above the UU SCOs are shown in **bold**, above the PGW are shaded, and above the RURR are underlined. Soil sample analytical results are presented on Figures F-1 and F-2 and in Table F-1.

Table 1: Minimum/Maximum Concentrations of Target Compounds Detected in Soil above SCOs

Analyte	Unrestricted Use SCOs	Protection of Groundwater SCOs	Restricted Use Restricted-Residential SCOs	Unit	Minimum Detected Concentration above SCOs		Maximum Detected Concentration above SCOs	
SVOCs								
Acenaphthene	20	98	100	mg/kg	30.2	SB04_5-7	30.2	SB04_5-7
Benzo(a)anthracene	1	1	1	mg/kg	1.17	SB06_0-2	77.1	SB04_5-7
Benzo(a)pyrene	1	22	1	mg/kg	1.01	SB08_1-3	60.5	SB04_5-7
Benzo(b)fluoranthene	1	1.7	1	mg/kg	1.12	SB08_1-3	74.6	SB04_5-7
Benzo(k)fluoranthene	0.8	1.7	3.9	mg/kg	0.83	SB08_1-3	29	SB04_5-7
Chrysene	1	1	3.9	mg/kg	1.12	SB06_0-2	91	SB04_5-7
Dibenz(a,h)anthracene	0.33	1,000	0.33	mg/kg	0.387	SB02_5-7	9.17	SB04_5-7
Dibenzofuran	7	210	59	mg/kg	24.1	SB04_5-7	24.1	SB04_5-7
Fluoranthene	100	1,000	100	mg/kg	104	SB04_5-7	104	SB04_5-7
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	mg/kg	0.511	SB11A_1-2	33.9	SB04_5-7
Naphthalene	12	12	100	mg/kg	22.3	SB04_5-7	22.3	SB04_5-7
Phenanthrene	100	1,000	100	mg/kg	107	SB04_5-7	107	SB04_5-7
Pesticides								
4,4'-DDD	0.0033	14	13	mg/kg	0.00407	SB1A_0-2	0.00929	SB07_0-2
4,4'-DDE	0.0033	17	8.9	mg/kg	0.0034	SB2A_0-2	0.0979	SB07_0-2
4,4'-DDT	0.0033	136	7.9	mg/kg	0.00335	SB02_3-5	0.0935	SB07_0-2
PCBs								
Total PCBs	0.1	3.2	1	mg/kg	0.169	SB03_2-4	0.169	SB03_2-4
Metals								
Arsenic	13	16	16	mg/kg	16.4	SB02_5-7	16.4	SB02_5-7
Barium	350	820	400	mg/kg	402	SB04_5-7	3,860	SB08_5-7
Cadmium	2.5	4.3	4.3	mg/kg	12.8	SB12A_0-2	12.8	SB12A_0-2
Chromium, Hexavalent	1	19	110	mg/kg	1.02	SB09_10-12	3.77	SB01_2-4
Chromium, Trivalent	30	NS	180	mg/kg	30.7	SB06_5-7	61.1	SB08_10-12
Copper	50	1,720	270	mg/kg	51.6	SB05_10-12	716	SB01_6-8
Lead	63	450	400	mg/kg	63.7	SODUP01_081325	5,120	SB03_5-7
Mercury	0.18	0.73	0.81	mg/kg	0.23	SB11A_1-2	5.2	SB12A_0-2
Nickel	30	130	310	mg/kg	32.2	SB3A_0-2	160	SB04_5-7
Zinc	109	2,480	10,000	mg/kg	114	SB09_1-3	2,550	SB4B_10-12

Note: mg/kg = milligrams per kilogram

Groundwater

Groundwater was sampled during the HK SIR in 2023 and contained concentrations of one VOC, SVOCs, and total and dissolved metals exceeding the SGVs. The following table summarizes minimum and maximum concentrations for target compounds detected above their regulatory comparison criteria. Groundwater sample analytical results are also presented on Figure F-3 and in Table F-2.

Table 2: Minimum/Maximum Concentrations of Target Compounds Detected in Groundwater above SGVs

Analyte	NYSDEC SGVs (ppb)	Minimum Detected Concentration above SGVs (ppb)		Maximum Detected Concentration above SGVs (ppb)	
VOCs					
Chloroform	7	7.89	TWP5	14	TWP1
SVOCs					
Benzo(a)anthracene	0.002	0.103	TWP4	10.8	TWP2
Benzo(b)fluoranthene	0.002	0.132	TWP4	7.43	TWP2
Benzo(k)fluoranthene	0.002	0.123	TWP4	3.28	TWP2
Chrysene	0.002	9.27	TWP2	9.27	TWP2
Indeno(1,2,3-cd)pyrene	0.002	0.19	TWP4	3.57	TWP2
Metals – Total					
Lead	25	43.9	TWP	122	TWP4
Sodium	20,000	64,300	TWP1	274,000	TWP5
Metals - Dissolved					
Sodium	20,000	73,000	TWP1	264,000	TWP5

Note: ppb = parts per billion, which is equivalent to micrograms per liter (µg/L)

Soil Vapor

No regulatory standard currently exists for soil vapor samples in New York State. Petroleum-related compounds, including BTEX, and CVOCs were detected in the samples. PCE was detected in all of the soil vapor samples at concentrations ranging from 11 to 73 $\mu\text{g}/\text{m}^3$.

The table below provides a summary of VOCs detected in soil vapor and sub-slab soil vapor. No standard exists for sub-slab soil vapor samples in New York State. Soil vapor analytical results are also presented on Figure F-4 and Table F-3.

Table 3: Minimum/Maximum Concentrations of Target Compounds Detected in Soil Vapor, and Sub-Slab Soil Vapor

Analyte	Unit	Minimum Detected Concentration		Maximum Detected Concentration	
VOCs					
1,1,1-Trichloroethane	µg/m³	1.1	SV3	1.1	SV3
1,1,2-Trichloroethane	µg/m³	3.4	SV3	3.4	SV3
1,2,4-Trimethylbenzene	µg/m³	0.99	SV7	8.8	SV3
1,3,5-Trimethylbenzene (Mesitylene)	µg/m³	1.1	SV1	4.1	SV3
Acetone	µg/m³	15	SV2 SV7	230	SV8
Benzene	µg/m³	1	SV2	32	SV3
Chloroform	µg/m³	5.5	SSV7	72	SV8
Carbon Disulfide	µg/m³	4.4	SV1	79	SV3
Carbon Tetrachloride	µg/m³	14	SV3	14	SV3
Cyclohexane	µg/m³	5.2	SV8	28	SV6
Ethylbenzene	µg/m³	1.1	SV7	170	SV3
M,P-Xylene	µg/m³	4.4	SV7	750	SV3
Methyl Ethyl Ketone (2-Butanone)	µg/m³	0.94	SV2	29	SV8
Methylene Chloride	µg/m³	17	SV3 SV8	17	SV3 SV8
n-Heptane	µg/m³	2.4	SV8	51	SV1
n-Hexane	µg/m³	0.82	SV7	87	SV1
o-Xylene (1,2-Dimethylbenzene)	µg/m³	1.8	SV7	170	SV3
Styrene	µg/m³	1.1	SV8	3.7	SV3
Ter-butyl alcohol	µg/m³	4.1	SV7	43	SV6
Tetrachloroethene (PCE)	µg/m³	11	SV1	73	SV6
Toluene	µg/m³	1.3	SV2	24	SV3
Trichlorofluoromethane	µg/m³	1.8	SV1 SV6 SV7 SV8	2.9	SV3

Note: $\mu\text{g}/\text{m}^3$ = micrograms per cubic meter

Item 3 – Site Figures

The following figures summarize the concentrations of each contaminant by media type using analytical results from the March 2023 Soil Waste Characterization, February 2024 SIR, and September 2025 LSI. Analytical data is only shown for analytes detected in soil, groundwater, or soil vapor samples at concentrations above the applicable standards in at least one sample. Note: the proposed BCP site boundary has been added to the 2023 figures for reference.

- Figure F-1: Soil Sample Analytical Results Map
- Figure F-2: 2023 Soil Sample Analytical Results Map
- Figure F-3: 2023 Groundwater Sample Analytical Results Map
- Figure F-4: 2023 Soil Vapor Sample Analytical Results Map

Item 4 – Past Land Uses

According to a review of the previous reports, historical uses of the site included mixed-use residential and commercial dwellings and a copper works (late 1800s to 1930s). Throughout the late 1800s and early 1900s, the site remained improved with various mixed-use residential and commercial buildings. By 1910, the northern part of the site was developed with a 5-story building with a cellar and was labeled as the Hudson Guild Neighborhood House. By 1950, all previous structures on the site excluding the Hudson Guild Neighborhood House were demolished, leaving the site mostly vacant. The existing fourteen-story NYCHA residential building was constructed adjacent to the Hudson Guild Neighborhood House in circa 1968 and the site has remained generally unchanged since that time. The site is in an area of historical residential and commercial uses.

SAMPLE ID:	SB9A	SB9B
DATE:	11/20/2023	11/20/2023
DEPTH (FT BGS):	0-2	10-12
VOCS	ND	ND
BENZO(A) ANTHRACENE	0.106	3.62
BENZO(A) PYRENE	0.103	3.61
	0.15	4.33
	0.072	2.66
CHRYSENE	0.097	3.48
DIBENZ(A,H)ANTHRACENE	0.119	0.942
	0.254	1.93
PCBS	ND	ND
4,4'-DDE	0.011	0.017
4,4'-DDD	0.00103	ND (0.000712)
4,4'-DDT	0.00808	0.023
BARIUM	46.7	157
CADMIUM	<0.53	<0.55
COPPER	16	25
LEAD	21.5	64.2
MERCURY	0.044	0.06
NICKEL	24.5	31.3
ZINC	39.9	100

SAMPLE ID:	SB6A	SB6B
DATE:	11/20/2023	11/20/2023
DEPTH (FT BGS):	0-2	10-12
VOCS	ND	NE
BENZO(A) ANTHRACENE	0.304	0.225
BENZO(A) PYRENE	0.314	0.215
BENZO(B) FLUORANTHENE	0.347	0.246
BENZO(K) FLUORANTHENE	0.242	0.142
CHRYSENE	0.271	0.19
DIBENZ(A,H)ANTHRACENE	0.112	0.055
INDENO(1,2,3-CD)PYRENE	0.242	0.128
PCBS	ND	ND
4,4'-DDE	0.023	0.000726 J
4,4'-DDD	0.00236	ND (0.000732)
4,4'-DDT	0.038	0.00113
BARIUM	224	38
CADMIUM	<0.55	<0.53
COPPER	20	15.6
LEAD	143	48.9
MERCURY	0.15	0.054
NICKEL	20.2	18.1
ZINC	148	66.2

SAMPLE ID:	SB8A
DATE:	11/15/2023
DEPTH (FT BGS):	0.0-1.5
VOCS	NE
BENZO(A) ANTHRACENE	ND (0.035)
BENZO(A) PYRENE	ND (0.035)
BENZO(B) FLUORANTHENE	ND (0.035)
BENZO(K) FLUORANTHENE	ND (0.035)
CHRYSENE	ND (0.035)
DIBENZ(A,H)ANTHRACENE	ND (0.035)
INDENO(1,2,3-CD)PYRENE	ND (0.035)
PCBS	ND
4,4'-DDE	0.012
4,4'-DDD	0.000357 J
4,4'-DDT	0.0021
BARIUM	45.1
CADMIUM	<0.52
COPPER	17.3
LEAD	12
MERCURY	0.052
NICKEL	16.5
ZINC	26.6

SAMPLE ID:	SB12A
DATE:	11/15/2023
DEPTH (FT BGS):	0-2
VOCS	ND
BENZO(A) ANTHRACENE	0.313
BENZO(A) PYRENE	0.299
BENZO(B) FLUORANTHENE	0.287
BENZO(K) FLUORANTHENE	0.264
CHRYSENE	0.332
DIBENZ(A,H)ANTHRACENE	0.103
INDENO(1,2,3-CD)PYRENE	0.19
PCBS	ND
4,4'-DDE	ND (0.000766)
4,4'-DDD	ND (0.000766)
4,4'-DDT	ND (0.000766)
BARIUM	173
CADMIUM	12.8
COPPER	42.9
LEAD	77.3
MERCURY	5.2
NICKEL	17.3
ZINC	2,050

SAMPLE ID:	SB2A	SB2B
DATE:	11/15/2023	11/15/2023
DEPTH (FT BGS):	0-2	10-12
VOCS	ND	NE
BENZO(A) ANTHRACENE	1.8	0.19
BENZO(A) PYRENE	1.44	0.177
BENZO(B) FLUORANTHENE	1.57	0.207
BENZO(K) FLUORANTHENE	1.08	0.138
CHRYSENE	1.6	0.173
DIBENZ(A,H)ANTHRACENE	0.487	0.064
INDENO(1,2,3-CD)PYRENE	0.845	0.114
PCBS	NE	ND
4,4'-DDE	0.0034	0.00226
4,4'-DDD	ND (0.000718)	0.000712 J
4,4'-DDT	0.00556	0.00384
BARIUM	48.5	163
CADMIUM	<0.53	<0.55
COPPER	21.5	31.8
LEAD	39	235
MERCURY	0.037	0.56
NICKEL	42.8	56.8
ZINC	60.2	176

SAMPLE ID:	SB1A	SB1B
DATE:	11/15/2023	11/15/2023
DEPTH (FT BGS):	0-2	10-12
VOCS	ND	NE
BENZO(A) ANTHRACENE	1.28	1.68
BENZO(A) PYRENE	1.29	1.46
BENZO(B) FLUORANTHENE	1.42	1.58
BENZO(K) FLUORANTHENE	0.858	1.1
CHRYSENE	1.1	1.52
DIBENZ(A,H)ANTHRACENE	0.38	0.443
INDENO(1,2,3-CD)PYRENE	0.788	0.858
PCBS	ND	ND
4,4'-DDE	0.019	ND (0.000782)
4,4'-DDD	0.00407	ND (0.000782)
4,4'-DDT	0.027	ND (0.000782)
BARIUM	298	463
CADMIUM	0.63	1.9
COPPER	47.9	128 *
LEAD	436	1,260
MERCURY	0.61	1.1
NICKEL	15.5	22.8
ZINC	276	483

SAMPLE ID:	SB11A
DATE:	11/15/2023
DEPTH (FT BGS):	1-2
VOCS	ND
BENZO(A) ANTHRACENE	0.947
BENZO(A) PYRENE	0.865
BENZO(B) FLUORANTHENE	0.856
BENZO(K) FLUORANTHENE	0.739
CHRYSENE	0.742
DIBENZ(A,H)ANTHRACENE	0.277
INDENO(1,2,3-CD)PYRENE	0.511
PCBS	ND
4,4'-DDE	0.078
4,4'-DDD	0.011
4,4'-DDT	0.075
BARIUM	98.7
CADMIUM	<0.58
COPPER	17.1
LEAD	56.1
MERCURY	0.23
NICKEL	19.4
ZINC	80.8

SAMPLE ID:	SB5A	SB5B
DATE:	11/16/2023	11/16/2023
DEPTH (FT BGS):	0-2	10-12
VOCS	NE	ND
BENZO(A) ANTHRACENE	0.035 J	ND (0.039)
BENZO(A) PYRENE	0.03 J	ND (0.039)
BENZO(B) FLUORANTHENE	0.034 J	ND (0.039)
BENZO(K) FLUORANTHENE	0.028 J	ND (0.039)
CHRYSENE	0.031 J	ND (0.039)
DIBENZ(A,H)ANTHRACENE	ND (0.037)	ND (0.039)
INDENO(1,2,3-CD)PYRENE	ND (0.037)	ND (0.039)
PCBS	ND	ND
4,4'-DDE	0.00285	0.00041 J
4,4'-DDD	0.00649	0.000444 J
4,4'-DDT	0.000589 J	0.000229 J
BARIUM	59.6	43.4
CADMIUM	<0.53	<0.57
COPPER	20	16.2
LEAD	29.9	27.7
MERCURY	0.21	0.11
NICKEL	21.9	14
ZINC	51.6	30.1

SAMPLE ID:	SB4A	SB4B
DATE:	11/16/2023	11/16/2023
DEPTH (FT BGS):	0-2	10-12
VOCS	ND	ND
BENZO(A) ANTHRACENE	0.191	0.026 J
BENZO(A) PYRENE	0.189	0.037 J
BENZO(B) FLUORANTHENE	0.197	0.035 J
BENZO(K) FLUORANTHENE	0.157	0.034 J
CHRYSENE	0.172	0.028 J
DIBENZ(A,H)ANTHRACENE	0.056	ND (0.041)
INDENO(1,2,3-CD)PYRENE	0.118	0.034 J
PCBS	ND	ND
4,4'-DDE	ND (0.000768)	ND (0.000826)
4,4'-DDD	ND (0.000768)	ND (0.000826)
4,4'-DDT	ND (0.000768)	ND (0.000826)
BARIUM	298	2,180
CADMIUM	<0.60	1
COPPER	25.2	35.7
LEAD	203	2,680
MERCURY	0.23	0.57
NICKEL	14.9	21.7
ZINC	196	2,550

SVOCs	UUSCO	RRUSCO
BENZO(A) ANTHRACENE	1	1
BENZO(A) PYRENE	1	1
BENZO(B) FLUORANTHENE	1	1
BENZO(K) FLUORANTHENE	0.8	3.9
CHRYSENE	1	3.9
DIBENZ(A,H)ANTHRACENE	0.33	0.33
INDENO(1,2,3-CD)PYRENE	0.5	0.5
PESTICIDES		
4,4'-DDE	0.0033	8.9
4,4'-DDD	0.0033	13
4,4'-DDT	0.0033	7.9
METALS		
BARIUM	350	400
CADMIUM	2.5	4.3
COPPER	50	270
LEAD	63	400
MERCURY	0.18	0.81
NICKEL	30	310
ZINC	109	10,000

Legend

- Soil Sample
- Property Boundary
- Project Site Boundary
- Existing Building
- Proposed Building to be Built in 1st Stage
- Proposed Landscaping
- NYC Tax Parcel

- ADDITIONAL NOTES:**
- EXISTING BASEMENT IS 10 FEET BELOW GRADE.
 - PROPOSED BASEMENT WILL BE 10 FEET BELOW GRADE.

Approximate
Proposed Brownfield
Cleanup Program
Site Boundary

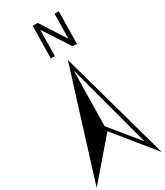
Notes:
All locations are approximate; field activities conducted on 11/15/2023, 11/16/2023, & 11/20/2023.
Only select compounds displayed - full analytical results can be found on Table 1B; all concentrations displayed in milligrams per kilogram (mg/kg); FT BGS = feet below ground surface; ND = Not Detected; () = Laboratory Reporting Limit (RL) listed with ND value when available; NE = Compounds detected at concentrations that do not exceed applicable remediation standards; D = Compound reported from a Diluted analysis; J = Estimated concentration; * = Elevated detection limit due to dilution required for high interfering element; exceedance of New York State Department of Environmental Conservation (NYSDEC) Unrestricted Use (UU) Soil Cleanup Objective (SCO) highlighted yellow; exceedance of NYSDEC Restricted Residential Use (RRU) SCO highlighted green.
City parcel coverage provided by NY State GIS Clearinghouse and New York City Department of Finance, last updated 11/13/2022; aerial imagery base map obtained from Google Earth Pro, dated 6/19/2022.
Figure created by JLD Mapping Services LLC.



Figure F-2 - 2023 Soil Sample Analytical Results Map

Fulton Elliot-Chelsea Houses: Elliot Addition
432 West 27th Drive
New York (Manhattan), NY

12/14/2023



- ADDITIONAL NOTES:**
- EXISTING BASEMENT IS 10 FEET BELOW GRADE.
 - PROPOSED BASEMENT WILL BE 10 FEET BELOW GRADE.

Approximate
Proposed Brownfield
Cleanup Program
Site Boundary

SAMPLE ID:	TWP5
DATE:	11/15/2023
DEPTH (FT BGS):	13
CHLOROFORM	7.89
BENZO(A)ANTHRACENE	ND (0.1)
BENZO(B)FLUORANTHENE	ND (0.1)
BENZO(K)FLUORANTHENE	ND (0.1)
CHRYSENE	ND (1)
INDENO(1,2,3-CD)PYRENE	ND (0.1)
PCBS	ND
PESTICIDES	ND
LEAD (TOTAL)	8.7
SODIUM (TOTAL)	274,000
SODIUM (DISSOLVED)	264,000

SAMPLE ID:	TWP6
DATE:	11/20/2023
DEPTH (FT BGS):	13.5
CHLOROFORM	ND (0.5)
BENZO(A)ANTHRACENE	ND (0.1)
BENZO(B)FLUORANTHENE	ND (0.1)
BENZO(K)FLUORANTHENE	ND (0.1)
CHRYSENE	ND (1)
INDENO(1,2,3-CD)PYRENE	ND (0.1)
PCBS	ND
PESTICIDES	ND
LEAD (TOTAL)	20.9
SODIUM (TOTAL)	193,000
SODIUM (DISSOLVED)	192,000

SAMPLE ID:	TWP4
DATE:	11/15/2023
DEPTH (FT BGS):	13.5
CHLOROFORM	ND (0.5)
BENZO(A)ANTHRACENE	0.103
BENZO(B)FLUORANTHENE	0.132
BENZO(K)FLUORANTHENE	0.123
CHRYSENE	ND (1)
INDENO(1,2,3-CD)PYRENE	0.19
PCBS	ND
PESTICIDES	ND
LEAD (TOTAL)	122
SODIUM (TOTAL)	190,000
SODIUM (DISSOLVED)	209,000

VOCS	AWQS
CHLOROFORM	5
SVOCs	
BENZO(A)ANTHRACENE	0.002
BENZO(B)FLUORANTHENE	0.002
BENZO(K)FLUORANTHENE	0.002
CHRYSENE	0.002
INDENO(1,2,3-CD)PYRENE	0.002
METALS	
LEAD	25
SODIUM	20,000

SAMPLE ID:	TWP2
DATE:	11/15/2023
DEPTH (FT BGS):	11.5
CHLOROFORM	ND (0.5)
BENZO(A)ANTHRACENE	10.8
BENZO(B)FLUORANTHENE	7.43
BENZO(K)FLUORANTHENE	3.28
CHRYSENE	9.27
INDENO(1,2,3-CD)PYRENE	3.57
PCBS	ND
PESTICIDES	ND
LEAD (TOTAL)	43.9
SODIUM (TOTAL)	106,000
SODIUM (DISSOLVED)	121,000

SAMPLE ID:	TWP1
DATE:	11/15/2023
DEPTH (FT BGS):	14
CHLOROFORM	14
BENZO(A)ANTHRACENE	1.63
BENZO(B)FLUORANTHENE	1.62
BENZO(K)FLUORANTHENE	1.1
CHRYSENE	ND (1)
INDENO(1,2,3-CD)PYRENE	1.01
PCBS	ND
PESTICIDES	ND
LEAD (TOTAL)	68.9
SODIUM (TOTAL)	64,300
SODIUM (DISSOLVED)	73,000

Notes:
All locations are approximate; field activities conducted on 11/15/2023, 11/16/2023, & 11/20/2023.
Only select compounds displayed - full analytical results can be found on Table 2B; all concentrations displayed in micrograms per liter (ug/L); FT BGS = feet below ground surface; ND = Not Detected; () = Laboratory Reporting Limit (RL) listed with ND value with available; exceedance of New York State Department of Environmental Conservation (NYSDEC) Ambient Water Quality Standards (AWQS) highlighted blue.
City parcel coverage provided by NY State GIS Clearinghouse and New York City Department of Finance, last updated 11/13/2022; aerial imagery base map obtained from Google Earth Pro, dated 6/19/2022.
Figure created by JLD Mapping Services LLC.

Legend

- Groundwater Sample
- Property Boundary
- Project Site Boundary
- Existing Building
- Proposed Building to be Built in 1st Stage
- Proposed Landscaping
- NYC Tax Parcel

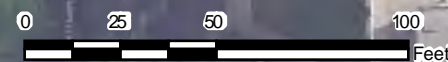
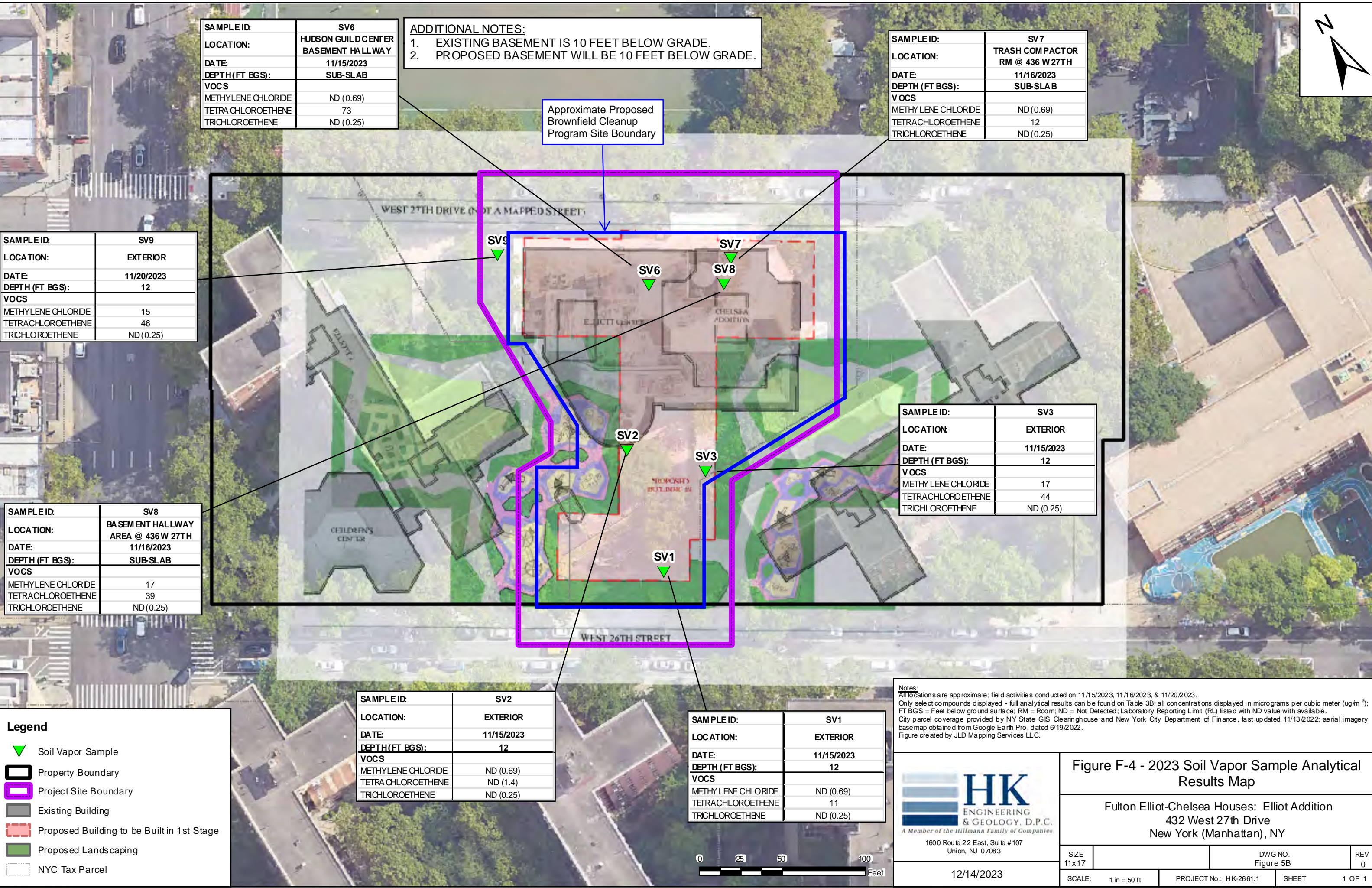


Figure F-3 - 2023 Groundwater Sample Analytical Results Map

Fulton Elliot-Chelsea Houses: Elliot Addition
432 West 27th Drive
New York (Manhattan), NY

SIZE 11x17	DWG NO. Figure 4B	REV 0
SCALE: 1 in = 50 ft	PROJECT No.: HK-2661.1	SHEET 1 OF 1

12/14/2023



SAMPLE ID:	SV6
LOCATION:	HUDSON GUILD CENTER BASEMENT HALLWAY
DATE:	11/15/2023
DEPTH (FT BGS):	SUB-SLAB
VOCS	
METHYLENE CHLORIDE	ND (0.69)
TETRA CHLOROETHENE	73
TRICHLOROETHENE	ND (0.25)

ADDITIONAL NOTES:
1. EXISTING BASEMENT IS 10 FEET BELOW GRADE.
2. PROPOSED BASEMENT WILL BE 10 FEET BELOW GRADE.

SAMPLE ID:	SV7
LOCATION:	TRASH COMPACTOR RM @ 436 W 27TH
DATE:	11/16/2023
DEPTH (FT BGS):	SUB-SLAB
VOCS	
METHYLENE CHLORIDE	ND (0.69)
TETRA CHLOROETHENE	12
TRICHLOROETHENE	ND (0.25)

SAMPLE ID:	SV9
LOCATION:	EXTERIOR
DATE:	11/20/2023
DEPTH (FT BGS):	12
VOCS	
METHYLENE CHLORIDE	15
TETRA CHLOROETHENE	46
TRICHLOROETHENE	ND (0.25)

SAMPLE ID:	SV3
LOCATION:	EXTERIOR
DATE:	11/15/2023
DEPTH (FT BGS):	12
VOCS	
METHYLENE CHLORIDE	17
TETRA CHLOROETHENE	44
TRICHLOROETHENE	ND (0.25)

SAMPLE ID:	SV8
LOCATION:	BASEMENT HALLWAY AREA @ 436 W 27TH
DATE:	11/16/2023
DEPTH (FT BGS):	SUB-SLAB
VOCS	
METHYLENE CHLORIDE	17
TETRA CHLOROETHENE	39
TRICHLOROETHENE	ND (0.25)

SAMPLE ID:	SV2
LOCATION:	EXTERIOR
DATE:	11/15/2023
DEPTH (FT BGS):	12
VOCS	
METHYLENE CHLORIDE	ND (0.69)
TETRA CHLOROETHENE	ND (1.4)
TRICHLOROETHENE	ND (0.25)

SAMPLE ID:	SV1
LOCATION:	EXTERIOR
DATE:	11/15/2023
DEPTH (FT BGS):	12
VOCS	
METHYLENE CHLORIDE	ND (0.69)
TETRA CHLOROETHENE	11
TRICHLOROETHENE	ND (0.25)

Legend

Soil Vapor Sample

Property Boundary

Project Site Boundary

Existing Building

Proposed Building to be Built in 1st Stage

Proposed Landscaping

NYC Tax Parcel

Notes:
All locations are approximate; field activities conducted on 11/15/2023, 11/16/2023, & 11/20/2023.
Only select compounds displayed - full analytical results can be found on Table 3B; all concentrations displayed in micrograms per cubic meter (ug/m³);
FT BGS = Feet below ground surface; RM = Room; ND = Not Detected; Laboratory Reporting Limit (RL) listed with ND value with available.
City parcel coverage provided by NY State GIS Clearinghouse and New York City Department of Finance, last updated 11/13/2022; aerial imagery base map obtained from Google Earth Pro, dated 6/19/2022.
Figure created by JLD Mapping Services LLC.

1600 Route 22 East, Suite #107
Union, NJ 07083

12/14/2023

Figure F-4 - 2023 Soil Vapor Sample Analytical Results Map

Fulton Elliot-Chelsea Houses: Elliot Addition
432 West 27th Drive
New York (Manhattan), NY

SIZE 11x17	DWG NO. Figure 5B	REV 0
SCALE: 1 in = 50 ft	PROJECT No.: HK-2661.1	SHEET 1 OF 1

Table F-1
Soil Data Summary

RBEC1
New York, New York
Langan Project No.: 170930902

Analytes > UU SCOs	Detections > UU SCOs	Max Detection (ppm)	UU SCO (ppm)	Depth (feet bgs)
Semivolatile Organic Compounds				
Acenaphthene	1	30.2	20	5-7
Benzo(a)anthracene	12	77.1	1	5-7
Benzo(a)pyrene	10	60.5	1	5-7
Benzo(b)fluoranthene	11	74.6	1	5-7
Benzo(k)fluoranthene	11	29	0.8	5-7
Chrysene	12	91	1	5-7
Dibenz(a,h)anthracene	10	9.17	0.33	5-7
Dibenzofuran	1	24.1	7	5-7
Fluoranthene	1	104	100	5-7
Indeno(1,2,3-cd)pyrene	12	33.9	0.5	5-7
Naphthalene	1	22.3	12	5-7
Phenanthrene	1	107	100	5-7
Pesticides				
4,4'-DDD	6	0.0929	0.0033	0-2
4,4'-DDE	11	0.0979	0.0033	0-2
4,4'-DDT	13	0.0935	0.0033	0-2
PCBs	1	0.169	0.1	2-4
Metals				
Arsenic	1	16.4	13	5-7
Barium	8	3,860	350	5-7
Cadmium	1	12.8	2.5	0-2
Chromium, Hexavalent	4	3.77	1	2-4
Chromium, Trivalent	2	61.1	30	10-12
Copper	10	716	50	6-8
Lead	24	5,120	63	5-7
Manganese	1	2,890	1,600	10-12
Mercury	19	5.2	0.18	0-2
Nickel	9	160	30	5-7
Zinc	22	2,550	109	10-12

**Table F-1
Soil Data Summary**

**RBEC1
New York, New York
Langan Project No.: 170930902**

Analytes > PGW SCOs	Detections > PGW SCOs	Max Detection (ppm)	PGW SCO (ppm)	Depth (feet bgs)
Semivolatile Organic Compounds				
Benzo(a)anthracene	12	77.1	1	5-7
Benzo(a)pyrene	1	60.5	22	5-7
Benzo(b)fluoranthene	6	74.6	1.7	5-7
Benzo(k)fluoranthene	6	29	1.7	5-7
Chrysene	12	91	1	5-7
Indeno(1,2,3-cd)pyrene	1	33.9	8.2	5-7
Naphthalene	1	22.3	12	5-7
Metals				
Arsenic	1	16.4	16	5-7
Barium	3	3,860	820	5-7
Cadmium	1	12.8	4.3	0-2
Copper	1	716	270	6-8
Lead	11	5,120	450	5-7
Manganese	1	2,890	2,000	10-12
Mercury	6	5.2	0.73	0-2
Nickel	1	160	130	5-7
Zinc	1	2,550	2,480	10-12

**Table F-1
Soil Data Summary**

**RBEC1
New York, New York
Langan Project No.: 170930902**

Analytes > RURR SCOs	Detections > RURR SCOs	Max Detection (ppm)	RURR SCO (ppm)	Depth (feet bgs)
Semivolatile Organic Compounds				
Benzo(a)anthracene	12	77.1	1	5-7
Benzo(a)pyrene	10	60.5	1	5-7
Benzo(b)fluoranthene	11	74.6	1	5-7
Benzo(k)fluoranthene	4	29	3.9	5-7
Chrysene	4	91	3.9	5-7
Dibenz(a,h)anthracene	10	9.17	0.33	5-7
Fluoranthene	1	104	100	5-7
Indeno(1,2,3-cd)pyrene	12	33.9	0.5	5-7
Metals				
Arsenic	1	16.4	16	5-7
Barium	8	3,860	400	5-7
Cadmium	1	12.8	4.3	0-2
Copper	3	716	270	6-8
Lead	11	5,120	400	5-7
Manganese	1	2,890	2,000	10-12
Mercury	5	5.2	0.81	0-2

Notes:

Soil sample analytical results are compared to the New York State Department of Environmental Conservation (NYSDEC) Title 6 of the Official Compilation of New York Codes, Rules, and Regulations (NYCRR) Part 375 Unrestricted Use (UU), Protection of Groundwater (PGW), and Restricted Use Restrictd-Residential (RURR) Soil Cleanup Objectives (SCO).

Soil sample analytical results are compared to the NYSDEC Part 375 UU, PGW, and RURR Guidance Values (April 2023).

ppm = parts per million

bgs = below grade surface

Table F-2
Groundwater Data Summary

RBEC1
New York, New York
Langan Project No.: 170930902

Analytes > SGVs	Detections > SGVs	Max Detection (ppb)	SGVs (ppb)
Volatile Organic Compounds			
Chloroform	2	14	7
Semivolatile Organic Compounds			
Benzo(a)anthracene	3	10.8	0.002
Benzo(b)fluoranthene	3	7.43	0.002
Benzo(k)fluoranthene	3	3.28	0.002
Chrysene	1	9.27	0.002
Indeno(1,2,3-cd)pyrene	3	3.57	0.002
Metals - Total			
Lead	3	122	25
Sodium	4	274,000	20,000
Metals - Dissolved			
Sodium	4	264,000	20,000

Notes:

Groundwater sample analytical results are compared to the New York State Department of Environmental Conservation (NYSDEC) Title 6 Codes, Rules, and Regulations (NYCRR) Part 703.5 and NYSDEC Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards and Guidance Values for Class GA Water and published addenda (herein collectively referred as "NYSDEC SGVs").

ppb = parts per billion

Table F-3
Soil Vapor Data Summary

RBEC1
New York, New York
Langan Project No.: 170930902

Analyte	Total Detections	Max Detection (µg/m³)	Type
Volatile Organic Compounds			
1,1,1-Trichloroethane	1	1.1	Soil Vapor
1,1,2-Trichloroethane	1	3.4	Soil Vapor
1,2,4-Trimethylbenzene	5	8.8	Soil Vapor
1,3,5-Trimethylbenzene (Mesitylene)	4	4.1	Soil Vapor
Acetone	6	230	Sub-Slab Vapor
Benzene	6	32	Soil Vapor
Chloroform	2	72	Sub-Slab Vapor
Carbon disulfide	4	79	Soil Vapor
Carbon Tetrachloride	1	14	Soil Vapor
Cyclohexane	4	28	Sub-Slab Vapor
Ethylbenzene	6	170	Soil Vapor
M,P-Xylene	6	750	Soil Vapor
Methyl Ethyl Ketone (2-Butanone)	5	29	Sub-Slab Vapor
Methylene Chloride	2	17	Soil Vapor/Sub-Slab Vapor
n-Heptane	4	51	Soil Vapor
n-Hexane	6	87	Soil Vapor
o-Xylene (1,2-Dimethylbenzene)	6	170	Soil Vapor
Styrene	3	3.7	Soil Vapor
Tert-butyl alcohol	5	43	Sub-Slab Vapor
Tetrachloroethene (PCE)	5	73	Sub-Slab Vapor
Toluene	6	24	Sub-Slab Vapor
Trichlorofluoromethane	6	2.9	Soil Vapor

Notes:

µg/m³ = micrograms per cubic meter

ATTACHMENT G
SECTION VII: REQUESTOR INFORMATION

The Requestor, RBEC1, LLC, is a limited liability company authorized to transact business in New York State and the developer of the proposed Brownfield Cleanup Program (BCP) site. A copy of the New York State Department of State Division of Corporations entity information for RBEC1, LLC is included as Attachment G-1, and an organizational structure chart detailing members of RBEC1, LLC is included as Attachment G-2.

Individuals at Langan that meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of the New York State Education Law will be certifying BCP documents.



Department of State

Division of Corporations

Entity Information

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

Entity Details



ENTITY NAME: RBEC1, LLC

DOS ID: 7666154

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 07/22/2025

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 07/22/2025

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 07/31/2027

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

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

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: CORPORATION SERVICE COMPANY

Address: 80 STATE ST., ALBANY, NY, UNITED STATES, 12207

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

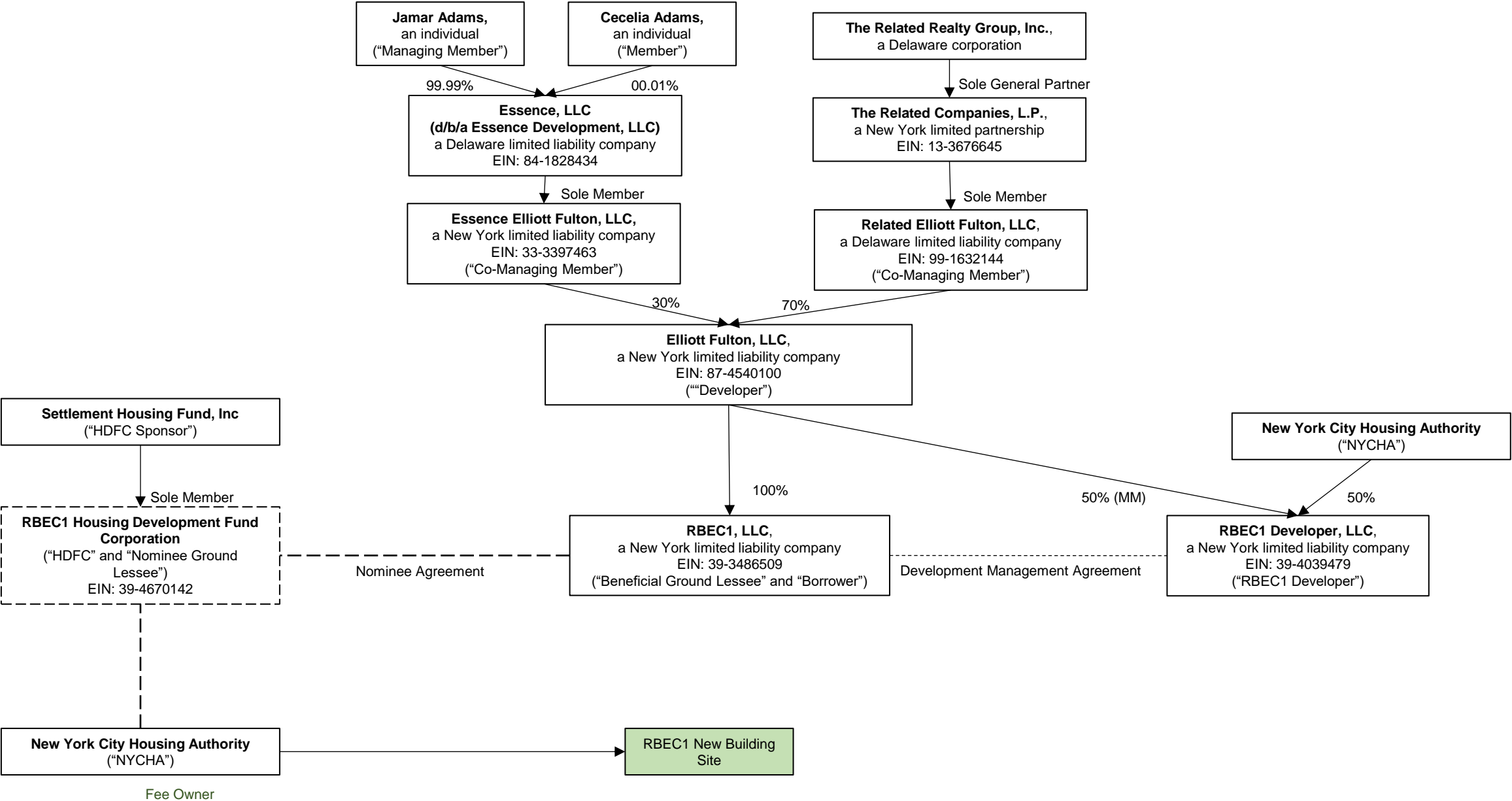
Stock Information

Share Value

Number Of Shares

Value Per Share

[Agencies](#)[App Directory](#)[Counties](#)[Events](#)[Programs](#)[Services](#)



ATTACHMENT H
SECTION IX: PROGRAM FEE

Section IX: Program Fee

The Requestor is a supportive and affordable housing developer based in New York City and is applying for a program fee waiver. Documentation for the fee waiver request is included as Attachment H-1.

APPLICANT'S AFFIDAVIT

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

Hailey Sarage, being duly sworn, deposes and says:

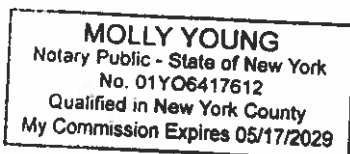
- I am an Authorized Signatory of RBEC1, LLC (the “Company”), a New York limited liability company, and I have authority to bind the Company as an Authorized Signatory of the Company.
- The Company will be the named beneficial owner of certain real property located at 441 West 26th Street, New York, New York (Block 724, parts of Lots 1 and 10) on the Manhattan Borough Tax Map (the “Site”), which is currently owned by the New York City Housing Authority, a public benefit corporation of the State of New York.
- The Company intends to submit a Brownfield Cleanup Program Application with the New York State Department of Environmental Conservation (“NYSDEC”) for the Site.
- The Site is being developed and will be operated as an affordable housing project, as defined in Title 6, subpart 375-3 of the New York Codes, Rules and Regulations, with the dedication of 100 percent of the residential rental or home ownership units in an affordable housing project to tenants or homeowners at a defined maximum percentage of area median income based on the occupants' household's annual income.
- Accordingly, the Site is eligible for a Brownfield Cleanup Program fee waiver as an affordable housing project.
- I have reviewed this statement, and it is true and correct to the best of my knowledge.


Name _____
Authorized Signatory _____

Sworn to before me this

6th day of October 2025.


Notary Public



ATTACHMENT I
SECTION X: REQUESTOR ELIGIBILITY INFORMATION

Item 13 - Volunteer Status

Pursuant to ECL § 27-1405(1), RBEC1, LLC is a Volunteer because its liability arises solely from its involvement with the site after discharge or disposal of contaminants at the site. The Requestor does not own the site; however, during the term of its involvement at the site, the Requestor has taken appropriate care with respect to current site conditions. To the Requestor's knowledge, there are no continuing discharges or threatened future releases to prevent; and no need to prevent or limit human, environmental or natural resource exposures to any previously released contamination, as the majority of the site is currently capped and groundwater is not used as a drinking water source in the City of New York. There is no indication of any contribution to or exacerbation of site conditions during the time of Requestor's involvement with the site. As such, the Requestor qualifies as a Volunteer in the Brownfield Cleanup Program.

Item 14 – Requestor Relationship to Property Owner

The Requestor has entered into a Master Development Agreement with the New York City Housing Authority (NYCHA) to develop, in phases, 100% permanently affordable housing and mixed income housing at the larger development project to rehabilitate the entire 6.4-acre NYCHA Elliott-Chelsea Houses Campus. By December 2025, the requestor will execute a 99-year ground lease with NYCHA that will allow the Requestor to construct a new, 100% permanently affordable housing building known as RBEC1 to replace the existing NYCHA buildings on the proposed BCP site. An access agreement between the Requestor and NYCHA is included as Attachment I-1.

**NON-EXCLUSIVE, TEMPORARY, REVOCABLE
PRE-CONVERSION LICENSE AGREEMENT
FOR FULTON ELLIOTT CHELSEA PACT CONVERSION**

IT IS HEREBY AGREED, as of April 7, 2022 (the “**Effective Date**”) between the NEW YORK CITY HOUSING AUTHORITY, a New York public benefit corporation having an office at 90 Church Street, New York, New York 10007 (“**NYCHA**”), and Elliott Fulton LLC, a New York limited liability company (collectively, the “**Licensee**”) having an office at 30 Hudson Yards, New York, NY 10001 (NYCHA and Licensee are collectively referred to as the “**Parties**” and each, individually, as a “**Party**”), in consideration of the mutual promises contained herein and subject to the terms and conditions set forth in this nonexclusive, temporary, revocable license agreement (the “**License Agreement**”), that:

1. **Conditional Designation Letter.** The Parties have entered into that certain Conditional Designation Letter, dated as of the date hereof (the “**CDL**”). Capitalized terms used and not defined herein shall have the meanings given to them in the CDL.
2. **Properties.** This License Agreement pertains to those certain public housing developments identified in **Schedule 1** attached hereto (collectively, the “**Properties**”).
3. **Grant of License.**
 - a) NYCHA hereby grants to Licensee a non-exclusive, temporary, revocable license (the “**License**”) to access and enter upon the Properties, which Properties, the land and the structures thereon, comprise the “**License Area**”. The sole purpose of this License is to permit access to the License Area to allow Licensee and its employees, agents, invitees, sublicensees, consultants, contractors and/or subcontractors working on by or on behalf of Licensee (collectively, “**Licensee's Related Parties**”) to engage in all or some of the activities identified on **Exhibit A** attached hereto (collectively, the “**Pre-Conversion Activities**”). Licensee may not use the License Area for any purpose other than the Pre-Conversion Activities without the prior written consent of the NYCHA. All Pre-Conversion Activities must be performed in accordance with all applicable local, state and federal laws and regulations, the terms of this License Agreement, and otherwise as determined at the sole discretion of NYCHA. The Parties may modify or amend the Pre-Conversion Activities in writing from time to time by updating Exhibit A.
 - b) This License Agreement, when fully executed by the Parties, shall constitute the agreement by which NYCHA grants the License to Licensee in order that Licensee or Licensee’s Related Parties may perform the Pre-Conversion Activities by accessing the License Area. This License Agreement is intended to define the duties and responsibilities of Licensee to ensure that Licensee or Licensee’s Related Parties perform the Pre-Conversion Activities in a manner that will not negatively impact the License Area or the Properties and that ensures the safety of NYCHA’s employees and NYCHA’s residents.
 - c) This License Agreement grants Licensee access to the Properties only for the purpose of conducting the Pre-Conversion Activities. NYCHA will continue to manage and operate

the Properties as Section 9 housing from the date hereof to the Construction Closing. Licensee will assume management and operational responsibilities only upon the execution of the NYCHA Agreements (in addition to all other responsibilities enumerated therein).

4. **Term.** This License Agreement shall be coterminous with the CDL (the “**Term**”).
5. **NYCHA’s Contact Person and Licensee’s Contact Person.** Each Party has designated a representative with responsibility for the administration of such Party’s obligations pursuant to this License Agreement, and to inform the other Party of all material events, information and communications relating to the Pre-Conversion Activities, which communication may be by e-mail (including, for the avoidance of doubt, all approvals and notices required under Section 6). NYCHA’s Contact Person and Licensee’s Contact Person may be changed from time to time upon one Party’s written notification to the other Party delivered in accordance with this License Agreement.
 - a) “**NYCHA’s Contact Person**” is Spencer Edwards, Senior Project Manager, NYCHA Real Estate Development, spencer.edwards@nycha.nyc.gov.
 - b) “**Licensee’s Contact Person**” is Jamar Adams, Managing Principal, Essence Development LLC, jadams@essencedev.com.
 - c) NYCHA’s Contact Person will advise which Pre-Conversion Activities also require notification to the Properties’ NYCHA Property Managers (as defined herein). The **Properties’ NYCHA Property Managers** are: Patrick Chan, Housing Manager at Fulton Houses, Patrick.chan@nycha.nyc.gov. Denise Newby, Resident Buildings Supt at Elliott-Chelsea, denise.newby@nycha.nyc.gov
6. **Commencement of Pre-Conversion Activities.** Licensee shall not commence the Pre-Conversion Activities until the following conditions have been met:
 - a) Licensee has provided NYCHA a detailed description of the planned Pre-Conversion Activity(ies);
 - b) Licensee has given NYCHA at least three (3) business days’ advanced notice;
 - c) NYCHA has approved in writing (which may be by e-mail) the applicable Pre-Conversion Activities;
 - d) Licensee has complied with the insurance requirements set forth in this License Agreement (the “**Insurance Requirements**”);
 - e) Licensee has confirmed with NYCHA that there (i) is no exclusivity contract, or (ii) if there is, that there is a waiver of such exclusivity contract(s), affecting the Properties.
7. **Fees and Cost.** NYCHA will not charge Licensee any fees for access to the License Area during the Term of this License Agreement. Licensee expressly agrees that Pre-Conversion

Activities are being performed at no cost to NYCHA. Should Licensee use materials owned by NYCHA in order to perform the Pre-Conversion Activities, Licensee shall reimburse NYCHA for the reasonable cost of such materials.

8. Access

- a) **General Access.** Licensee and Licensee's Related Parties shall have access to the License Area for the purpose of performing the Pre-Conversion Activities Mondays through Fridays from 8:30 a.m. to 5:00 p.m. excluding days observed as holidays by the governments of the United States of America, the State of New York or the City of New York.
 - i) Licensee and Licensee's Related Parties may request access to the License Area for the purpose of performing the Pre-Conversion Repair Work (as defined below) during the additional hours of 5:00 p.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturday and Sunday (the "**Extended Hours**"). Pre-Conversion Repair Work that is performed after 5:00 p.m. during such Extended Hours must be work that is able to be performed with minimal noise and disturbance to residents (e.g., painting or tile replacement).
 - ii) During hours when Licensee does not have permitted access to the License Area under this article, all equipment, personal property and/or materials used or collected in the performance of the Pre-Conversion Activities must be stored either: (i) in a designated area, approved by NYCHA, located in the License Area; or (ii) offsite, i.e. not within the License Area or within the boundaries of any land owned by NYCHA.
- b) **Occupied Unit Access.** Licensee must follow all required noticing requirements prior to entering into an occupied residential unit at the Properties, including, but not limited to providing no less than 48 hours advance notice to the residents of such residential unit specifying the purpose of the entry and including the window of time in which such entry shall occur (with such window of time occurring during reasonable hours, limited to 8:30 a.m. to 5:00 p.m. each day). NYCHA may provide updated noticing and other requirements for occupied unit access from time to time in NYCHA's sole discretion.
- c) **Commercial Space Access.** Licensee and Licensee's Related Parties shall have access to vacant and tenanted commercial and community facility spaces in the Properties, with the prior permission of NYCHA and notice to the tenant/occupant (if applicable), for the purposes described in **Exhibit A** attached hereto.
- d) **Restricted Area Access.** The NYCHA Property Managers will assist the Licensee in accessing all areas necessary for performing the Pre-Conversion Activities, included areas where access may typically be restricted, including but not limited to mechanical spaces, offices, roofs and basements.
 - i) In those instances where the Licensee or Licensee's Related Parties must be provided with a key to a common area, the contractor must sign NYCHA form 060.008, Master Key & Tool Control Record. Keys must be signed in and out on a daily basis. The

Licensee and Licensee's Related Parties shall submit a copy of a current photo I.D. before keys are issued.

The NYCHA Property Managers shall be notified if the key is not returned at the end of the workday. In the event a key is lost, mislaid, or duplicated unlawfully due to the negligence of the Licensee or its contractor, the Licensee is responsible for the full cost of re-pinning all the cylinders pinned to that key.

9. **Required Identification.** Licensee shall ensure that Licensee and all of Licensee's Related Parties wear identification identifying them as members of the "PACT Partner" team at all times while they are on the License Area and display upon request identification cards acceptable to NYCHA.

10. **Emergencies.**

- a) In the case of situations in which there is an imminent threat to the health or safety of NYCHA's employees, NYCHA's residents or any other persons, or to the structural integrity of the License Area or any part of the Properties (an "**Emergency**"), Licensee, upon knowledge of such Emergency, shall immediately notify NYCHA's Contact Person and the NYCHA Property Managers.
- b) In connection with any Emergency that results from or is caused by the acts or omissions of Licensee or any of Licensee's Related Parties (specifically excluding the mere discovery of a pre-existing physical condition), Licensee shall, in addition to the above disclosure obligation, promptly undertake and diligently pursue to completion, at its sole cost and expense, all necessary, legally authorized or required work with respect to such Emergency to mitigate the threat of the Emergency to the health and welfare of NYCHA's residents, any NYCHA employees and/or the general public (collectively, the "**Mitigation Work**"). NYCHA agrees that the restrictions on working hours contained in this agreement will be suspended for the duration of the Emergency in order to allow Licensee and or Licensee's Related Parties to perform such Mitigation Work. Licensee further agrees that the Mitigation Work to be performed by Licensee and/or Licensee's Related Parties shall be carried out as quickly as is reasonably possible in a safe and prudent manner, and with due consideration, where possible, to restoring normal operations as promptly as possible to the portions of the Properties affected by the Emergency.
- c) Subject to the terms and conditions of this agreement, NYCHA reserves the right, but will have no obligation, to undertake any required Mitigation Work resulting from an Emergency that results from or is caused by the acts or omissions of Licensee or any of Licensee's Related Parties (specifically excluding the mere discovery of a pre-existing physical condition) (such Mitigation Work undertaken by NYCHA is referred to as "**Self-Help**"). The Self-Help will be undertaken on Licensee's account at Licensee's sole cost. Licensee must reimburse NYCHA for any and all costs associated with the Self-Help within thirty (30) calendar days from NYCHA's demand for the same, together with copies of paid invoices for all amounts being demanded. NYCHA will only undertake Self-Help if: (i) Licensee has not promptly responded to the Emergency within a commercially reasonable timeframe and in a diligent manner; and (ii) NYCHA has given written notice

to Licensee (which can be by email to Licensee's Contact Person) that NYCHA will commence Self-Help and Licensee does not thereafter promptly commence the Mitigation Work. The provisions of this paragraph will survive the termination, revocation or expiration of this License Agreement.

11. **Lead.** Pre-Conversion Activities must be conducted in accordance with United States Department of Housing and Urban Development's ("**HUD**") Lead Safe Housing Rule codified at 24 CFR Part 35, the United States Department of Environmental Protection's Renovation, Repair and Painting Rule ("**RRP**") codified at 40 CFR Part 745, and New York City's Local Law 1 of 2004 as amended, with the most stringent rules applying if there is conflict. All firms performing any activities that disturb any portion of a painted surface must be certified pursuant to 40 CFR § 745.89 and all workers performing such work must have a renovator certification pursuant to 40 CFR §745.90. Further, work that disturbs over 100 square feet of lead-based paint per room must be performed by firms and workers that have abatement certifications pursuant to 40 CFR Part 745, Subpart L. Any firms and/or individuals performing lead inspections or risk assessments must be properly certified pursuant to 40 CFR §745.226. Any paint disturbing activity that disturbs more than 2 square feet of a painted surface or more than 10 percent of the total surface area on an interior component with a small surface area requires a clearance examination (including a dust wipe) in accordance with 24 CFR §35.1340. All firms and individuals performing clearance examinations must have the required certifications under federal and/or local law. Among other requirements, the Licensee is solely responsible for providing all pre-work information and postings to residents required by federal, state and local law, and for providing all required Notices of Evaluation and Notices of Hazard Reduction to residents as required by 24 CFR Part §35.125.
12. **Mold and Moisture.** All mold remediation and associated repair work must be conducted in accordance with NYCHA's Standard Methods and Materials, as may be amended or updated by NYCHA from time to time, annexed hereto as **Exhibit E** and incorporated herein by reference. Among other requirements, when mold remediation requires the use of mold resistant sheetrock, Licensee must use a paperless sheetrock with a fiberglass face that is designed to discourage the growth of mold. Licensee must report any identified mold and associated remediation activities to REDD and the superintendent of the building where the mold was identified. Licensee must immediately report the presence of visible mold that is more than 10 square feet in a single room to REDD and the superintendent of the building for NYCHA to address the condition directly.
13. **Asbestos.** Pre-Conversion Activities must be conducted in accordance with Asbestos Rules and Regulations, Title 15, Chapter 1 of the Rules of the City of New York, NYC Department of Environmental Protection guidelines, and other applicable regulations. Licensees contemplating renovation, alteration, or demolition as part of Pre-Conversion Activities are responsible for determining whether asbestos containing material is present in any areas that will be affected by the work including, but not limited to, Vinyl Asbestos Tiles. An asbestos investigator can determine whether any asbestos must be abated before work can begin.
14. **Parking and Alternate Parking Requirement.**

- a) Licensee shall not be entitled to any parking spaces at the Properties; provided, however, if there are any vacant parking spaces and no waitlist, NYCHA may offer Licensee parking space(s) at the stated payment rate on a month-to-month basis.
- b) Licensee agrees that the Pre-Conversion Activities shall not interfere with, or reduce the number of spaces available for, vehicle parking in any of the Properties' parking lots. If by Licensee conducting the Pre-Conversion Activities, NYCHA, NYCHA's residents and/or NYCHA's community facility or commercial tenants will be prevented from using portions of the License Area to park their vehicles in the Properties' parking lots, Licensee is required for the period of such displacement, to provide, at no cost or expense to NYCHA or NYCHA's residents and other displaced parking permit holders, alternative reserved parking spaces to park their vehicles (the "**Alternate Parking Areas**"). NYCHA shall provide to Licensee a list of NYCHA residents and other permit holders being displaced. Such Alternative Parking Areas must be reasonably close to the Properties where the displaced parking permit holders are being displaced and approved by NYCHA. Licensee's failure to maintain reserved parking spaces at the Alternate Parking Areas shall be considered a material default of this License Agreement. Prior to the commencement of any Pre-Conversion Activities which shall cause such displacement, Licensee shall provide NYCHA with a plan for alternate parking subject to NYCHA's review and approval (the "**Alternate Parking Plan**"), along with proof, such as a copy of a receipt for payment or other forms of proof acceptable to NYCHA, evidencing that Licensee has pre-paid all charges associated with the rental of the Alternate Parking Areas for the period of such displacement (the "**Proof of Payment**").

15. **Underground Activities.** Licensee shall adhere to the requirements of "Call Before You Dig" pursuant to Article 36 of the New York General Business Law and Section 119-b of the Public Service Law. For any of the Pre-Conversion Activities to be performed by Licensee (including any excavation work, if applicable), Licensee shall ensure that underground utilities are adequately protected at all times so that such utilities are not damaged in any way, and shall immediately notify NYCHA of such exposure of underground utilities.

16. **Wages.** Licensee must pay its contractors performing any Pre-Conversion Activities wages as set forth in **Exhibit B** to be attached hereto at the commencement of any of the applicable Pre-Conversion Activities. Licensee, at the completion of such Pre-Conversion Activities, will provide to NYCHA a certification in a form acceptable to NYCHA that it has complied with such Wage Schedule.

17. **Licensee's Acknowledgments.** Licensee expressly acknowledges that:

- a) NYCHA makes no representation or warranty as to the suitability or fitness of the License Area for the purpose of the Pre-Conversion Activities; accordingly, Licensee is not relying on any representation or warranty from NYCHA in connection with this License Agreement;
- b) NYCHA has no obligation to perform any work at the License Area or to make any alterations, repairs, renovations or restorations of any nature whatsoever or to cause the License Area to comply with any applicable laws and regulations, provided that NYCHA

shall endeavor to continue to operate the Properties in substantially the same manner as prior to the Effective Date in the normal course of operations;

- c) NYCHA shall not be responsible for theft or vandalism of any property owned or installed by Licensee or any of Licensee's Related Parties and shall have no obligation to furnish any services (including security services) with respect to the License Area, provided that NYCHA shall endeavor to continue to operate the Properties in substantially the same manner as prior to the Effective Date in the normal course of operations;
- d) NYCHA has no obligation with respect to the Pre-Conversion Activities, it being expressly understood that no person or entity engaged by Licensee in connection with the Pre-Conversion Activities shall be deemed an employee or agent of NYCHA;
- e) NYCHA has no obligation to guarantee access by Licensee or Licensee's Related Parties to the License Area, however, NYCHA shall endeavor to use commercially reasonable efforts to provide the access licensed by this License Agreement required by Licensee to address its obligations pursuant to the CDL;
- f) The failure by NYCHA to insist upon the strict performance of any covenant or obligation to be performed by Licensee under this License Agreement or to exercise any right or remedy consequent upon a breach of this License Agreement will not constitute a waiver by NYCHA of any right or remedy consequent upon a breach of such covenant or obligation;
- g) Notwithstanding the non-exclusive nature of the License being granted hereunder, this License Agreement is for the exclusive use of the Parties hereto and may not be assigned, in whole or in part, by Licensee to any other person, firm, or entity unless agreed in writing by NYCHA in its sole discretion. Assignment of this License, and all of the duties and responsibilities described herein, to an entity formed by Licensee for the purpose of completing the Project shall not be unreasonably withheld by NYCHA; provided, however that any such assignee provides NYCHA proof of proper insurance coverages as required by this License Agreement and evidence of satisfactory financial resources to perform the obligations under this License Agreement as reasonably determined by NYCHA;
- h) Licensee has no possessory interest in the License Area and has no greater right to use or occupy the License Area than is provided by the License granted under this License Agreement;
- i) NYCHA's right to revoke the License set forth in this License Agreement shall not be affected by the length of the Term of this License Agreement or by any cost, expense or liability assumed or incurred by Licensee in connection herewith or with the License Area; and
- j) NYCHA shall have the right (but not the obligation) to enter the License Area at any time to examine the same and to make such repairs, replacements, and improvements to the License Area or any other portion of the Properties as NYCHA may desire or deem necessary provided that, except in the case of an Emergency, NYCHA will coordinate such

access and work with Licensee so as to not interfere with scheduled Pre-Conversion Activities.

18. Licensee's Covenants. Licensee covenants to NYCHA that:

- a) Licensee and Licensee's Related Parties will take good care of the License Area and maintain same in a safe condition free of all hazards created by or arising from the Pre-Conversion Activities;
- b) The Pre-Conversion Activities shall comply with all applicable Federal, State, municipal, and local laws, ordinances, codes, rules and regulations, notices, and orders (including requirements in connection with COVID-19, any environmental laws and laws concerning the protection of historic properties, if applicable), and any requirements as to permits, approvals, testing and or licenses, and the payment of any and all fees imposed in connection therewith, related to the Pre-Conversion Activities and/or that bear upon the conduct of those persons engaged in performing the Pre-Conversion Activities including but not limited to all of the relevant provisions of the New York City Administrative Code (collectively, the "**Legal Requirements**");
 - (i) Licensee shall and shall cause Licensee's Related Parties performing the Pre-Conversion Activities to practice social distancing and other safety measures relating to the novel coronavirus (COVID-19), and to comply with guidance issued by the City and State of New York and any executive orders issued by the Mayor and Governor thereof related to COVID-19, in addition to any other requirements of this Article 6 of this Agreement;
 - (ii) Licensee warrants that it and Licensee's Related Parties have appropriate Personal Protective Equipment to protect themselves, Residents and City Residents when performing the Pre-Conversion Activities.
- c) Licensee will promptly (and at a minimum on a daily basis when the Pre-Conversion Activities is being performed), in accordance with all applicable laws and at its sole cost and expense, have all the refuse, debris, garbage, waste and other objectionable materials caused by or as a result of the Pre-Conversion Activities removed from the License Area and the sidewalks, pathways and curbs adjacent thereto by a carting service or other means acceptable to NYCHA and placed in an appropriate area as designated by NYCHA. Licensee shall, at its sole cost and expense, and at all times, comply with applicable laws and procedures (including without limitation Section 1-10(f) of Title 16 of the Rules of the City of New York) concerning the recycling of materials used in the License Area;
- d) Licensee and Licensee's Related Parties shall take all reasonable and prudent measures as may be necessary or legally required to contain and reduce dust and noise, if any, arising from the Pre-Conversion Activities;
- e) Licensee and Licensee's Related Parties will take all precautionary steps which may be necessary and/or legally required to ensure the safety of NYCHA's property, employees and residents, and other persons affected by the Pre-Conversion Activities, including but

not limited to those described in subsection 18(b)(i) and (ii), and Licensee shall otherwise ensure that the License Area is adequately secured at all times when Licensee is not present at the License Area so as to prevent access by unauthorized persons, except if such security is the responsibility of NYCHA in the ordinary course of business;

- f) at NYCHA's request or as otherwise required, Licensee will have a security guard or safety coordinator placed at the License Area during Licensee's performance of the Pre-Conversion Activities throughout the Term, as needed;
 - g) in no event shall Licensee or any of Licensee's Related Parties bring onto, generate at, handle on, store at, or otherwise use or dispose of any "Hazardous Substances", as defined under all applicable federal, city, state and local environmental laws, at the License Area or the Properties in violation of such environmental laws (an "**Environmental Breach**");
 - h) Licensee will not, in connection with the Pre-Conversion Activities at the License Area, discriminate or permit discrimination against any person(s) or organization(s) because of race, sex, color, age, religion, national origin, disability, marital status, military service, sexual orientation, gender identity or for any other reason prohibited by law. Licensee must use its best efforts to ensure that parties with whom it conducts business in connection with the Pre-Conversion Activities or its use of the License Area comply with the aforesaid prohibitions against discrimination;
 - i) Licensee and Licensee's Related Parties shall not under any circumstances make or attempt to make any alterations or improvements to the License Area, except for the Pre-Conversion Activities; and
 - j) Licensee will consult and cooperate with NYCHA's staff in the coordination of the shared use of the License Area.
19. **Liens.** Licensee shall not create or permit to be created, by contract or otherwise, any lien, encumbrance or charge upon the License Area.
- a) Notwithstanding the foregoing, if any public improvement, mechanic's, laborer's, materialman's or other lien, encumbrance or charge is filed at any time against the License Area and/or the Properties (each, a "**Lien**"), in connection with the Pre-Conversion Activities or otherwise resulting from any act of Licensee or any of Licensee's Related Parties, then within thirty (30) calendar days after the filing thereof, Licensee must cause the Lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and notify NYCHA in writing of the discharge of such Lien, with proof thereof.
 - b) If Licensee fails to cause each such Lien to be discharged of record within the aforesaid period, and if such Lien continues for an additional fifteen (15) calendar days after written notice by NYCHA to Licensee, then, in addition to any other right or remedy it may have, NYCHA may, but will not be obligated to, discharge such Lien either by paying the amount claimed to be due or by procuring the discharge thereof by deposit or by bonding proceedings.

- c) Licensee shall be liable for any amount paid by NYCHA to discharge any Lien, including all costs, expenses and reasonable attorneys' fees incurred by NYCHA in connection therewith, together with interest thereon at the highest rate of interest that at such time may be permitted under applicable law, from the respective dates of NYCHA's making of the payment or incurring of the costs, expenses and attorneys' fees, and shall be payable by Licensee to NYCHA within fifteen (15) calendar days of NYCHA's demand for same.
- d) The provisions of this article shall survive the revocation, expiration or termination of this License Agreement.

20. **Indemnification of NYCHA.**

- a) To the fullest extent permitted by law, the Licensee (the **"Indemnifying Party"**) hereby agrees to indemnify, defend (with counsel reasonably approved by NYCHA), and hold NYCHA, its agents, board members (**"Members"**), employees, successors, assigns and affiliates (collectively with NYCHA, the **"Indemnified Parties"**) from, harmless from and against all **"Indemnified Losses"** (as defined below) that may arise against the Indemnified Parties, as a result of any theft of property, injury and/or damage to persons or property of any nature, including the License Area, and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Licensee, or by the acts or omissions of one of Licensee's Related Parties or any other entity or person involved in the Pre-Conversion Activities, including, without limitation, any and all Indemnified Losses arising from Licensee's Environmental Breach at the License Area or Properties, except to the extent arising from the acts or omissions of NYCHA, its Members or employees.
- b) **"Indemnified Losses"** are defined as actual or alleged damages, losses, claims liabilities, costs and expenses of restoration of the License Area, obligations, penalties, fines, impositions, fees, interest, attorneys' fees (including any attorneys' fees incurred in enforcing this indemnity), consultants' fees and expert fees, levies, lien removal or bonding costs, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, punitive damages, disbursements, settlements or expenses (including, without limitation, attorneys', consultants' and experts' fees and disbursements) of any kind and nature whatsoever.
- c) The Indemnifying Party hereby covenants and agrees that the obligations, indemnities and liabilities of the Indemnifying Party in this Section shall not be limited in any way to the availability or applicability of insurance available to the Indemnifying Party, whether or not such insurance is required under this License Agreement.
- d) The provisions of this Section 20 shall survive the revocation, expiration or termination of this License Agreement.

21. **Insurance Requirements.** The Licensee shall obtain and maintain throughout the term of the License Agreement the types and amounts of insurance outlined in **Exhibit C** compliant with the terms and conditions of that exhibit as well as each of the following terms and conditions:

- a) *No Pre-Conversion Activities Excluded* - Insurance policies shall not exclude claims arising from any Pre-Conversion Activities contemplated within the scope of this License Agreement whether or not such operations are performed directly by Licensee, or by one of Licensee's Related Parties at the Licensee's direction.
- b) *No Employer Exclusions* – Liability insurance policies required by this contract must extend coverage to NYCHA as an additional insured for any employer over-action or similar claim and must not exclude coverage for NYCHA as an additional insured arising out of a claim which alleges or in any way involves the injury of Licensee, Licensee's employees or the owners or employees of one of Licensee's Related Parties performing operations at or on the License Area. Liability insurance policies must include an industry standard "Severability of Interests" or "Separation of Insureds" clause providing that no policy exclusion, term or condition applicable to the Licensee shall effect the availability of coverage to NYCHA as additional insured.
- c) *Change in Risk* - NYCHA reserves the right to revise the types and amounts of insurance required due to any temporary or permanent material change in the Licensed Work which may increase the potential liability of any party, as determined at NYCHA's sole discretion.
- d) *Compliance* - Certificates of insurance and supplementary documentation demonstrating compliance with these requirements shall be submitted upon execution of this License Agreement, upon each insurance policy renewal, and otherwise upon demand of NYCHA. Licensee shall deliver to NYCHA or its designee or cause its insurance representatives to deliver to NYCHA or its designee, Certificates of insurance and supplementary documentation in compliance with any and all requirements as and when required by NYCHA, including via the online submission and certification of such documents or via email delivery. Certificates of insurance and supplementary documentation sent through the mail (whether or not certified or notarized) will not be considered received or accepted by NYCHA unless delivered in accordance with the specific directions of NYCHA or its designee.
- e) *Waivers* - Requirements may only be waived in writing by an authorized representative of NYCHA's Risk Management Department or NYCHA's Legal Affairs Department. However, NYCHA will grant the following pre-defined conditional waivers:
 - i. **Auto Liability Insurance Waiver** – will be granted provided Licensee covenants in writing that no vehicles will be used by Licensee or Licensee Related Parties on or from the License Area or on any NYCHA property during the term of this License Agreement. Licensee shall submit a notarized letter providing a statement consistent with the above at the execution of this lease, and as reasonably requested by NYCHA thereafter.

- ii. **Workers' Compensation Waiver** – if a Licensee a) is a sole proprietor. b) has no employees or staff of any type, c) is legally exempt from New York State Workers' Compensation Law, and d) only works with contractors insured for Workers' Compensation in compliance with New York State law, then NYCHA will accept New York States CE-200 form, or any successor and equivalent form authorized by the State of New York, in lieu of the required Workers' Compensation insurance.
- f) *Insurers* – All insurance must be underwritten by insurance companies that are licensed, approved, or otherwise legally permitted to transact insurance business in the state of New York and which have a minimum AM Best policyholder rating of A- or greater and a minimum AM Best financial size category of VII or greater. Insurance may alternately be underwritten by a Lloyd's of London syndicate or Surplus Lines Insurers authorized to underwrite business in the State of New York.
- g) *High Retention or Deductible / Self-Insurance & Alternative Risk Financing* – Insurance policies with retentions or deductibles in excess of one hundred thousand dollars (\$100,000) or self-insurance, captive insurance, participation in risk purchasing groups or other alternative risk financing mechanisms and programs must be declared to and approved by NYCHA's Risk Management Department prior to being utilized to satisfy the requirements of this License Agreement with the exception of the Professional Liability Insurance specified in subsection 21.m.a. below, which deductible shall not be more than two hundred fifty thousand dollars (\$250,000). Such approval shall not be unreasonably withheld provided that, whichever mechanism is used, the financial resources and responsibility to pay claims in a manner consistent with the insurance required herein is lawful, demonstrable and credible at NYCHA's sole discretion. Licensee agrees to provide any required documentation required by NYCHA to make such a determination and agrees that Licensee will be responsible for all deductibles, retentions, and other self-insured costs of such policies or programs, irrespective of amount.
- h) *Notice of Cancellation* – Where commercially available, each insurance policy must be endorsed to provide that such policy may not be canceled without at least thirty (30) days' prior written notice to NYCHA for any reason excepting non-payment of premium for which policy must provide ten (10) days prior written notice of cancellation. Where not commercially available, Licensee will provide such notices to NYCHA immediately upon receipt of such notice.
- i) *Primary/Excess Policies* – Insurance requirements may be satisfied through any combination of primary and excess insurance which is otherwise compliant with these requirements.

- j) *Blanket Insurance* – Insurance policies covering the License Area along with other locations and operations of the Licensee are permissible, provided such policies are otherwise compliant with these requirements.
- k) *Minimum Limits* – The limits of insurance required herein are the minimum required by NYCHA and shall not be construed by Licensee or Licensee’s insurer as representing any cap or limitation on Licensee’s liability under this License Agreement nor shall such minimum limits be construed as a cap or limitation of NYCHA’s right to seek any available coverage or protection under the insurance policies of the Licensee or the Licensee’s Related Parties whether or not specifically required herein.
- l) *NYCHA’s Insurance* – Licensee acknowledges that NYCHA may maintain insurance policies or reserve funds which address NYCHA’s liability and other risk exposure with respect to the License Area. Licensee acknowledges that neither Licensee nor Licensee’s Related Parties nor the insurers of Licensee or Licensee’s Related Parties have any right to or expectation of insurance coverage, protection or proceeds from NYCHA’s insurance policies or reserve funds.
- m) *Licensee’s Related Parties* – Licensee shall require by contract, and shall enforce the requirement that Licensee’s Related Parties obtain and maintain the same General Liability, Auto Liability, and Workers’ Compensation insurance policies required of Licensee, subject to all of the same terms and conditions and providing equivalent protection to NYCHA as required by this Agreement, with such insurance being applicable to any incident or occurrence arising from the acts or omissions of one of Licensee’s Related Parties with respect to the License Area or this Agreement.

Subject to the same terms as above, Licensee shall require by contract, and shall enforce the requirement that Licensee’s Related Parties obtain and maintain the following additional types and amounts of insurance, subject to all of the above requirements if applicable, as follows:

- a. Professional Liability Insurance of no less than one million dollars (\$1,000,000) for licensed professional services of design, architecture, and engineering which will result in alterations being performed on the License Area.
- b. Contactor’s Pollution Liability Insurance of no less than one million dollars (\$1,000,000) for any treatment or abatement of hazardous material on or from the License Area. This insurance must include NYCHA as an additional insured.

It shall be Licensee’s sole responsibility to monitor and enforce the compliance of Licensee’s Related Parties with the provisions of this section. Licensee shall provide to NYCHA evidence

and documentation of the compliance of the Licensee Related Parties as and when requested by NYCHA.

22. **Breach, Violation or Default; Cure.** If, in the reasonable judgment of NYCHA, Licensee breaches, violates or defaults on any of the provisions of this License Agreement, NYCHA will have the right, but not the obligation, to deliver to Licensee written notice specifying the nature of the breach, violation or default (the “**Default Notice**”). If NYCHA delivers a Default Notice, Licensee will have seven (7) calendar days from the date of receipt of such notice within which to cure the breach, violation or default (the “**Cure Period**”). Except in the case of an Emergency, provided that if such default cannot be reasonably cured within such Cure Period, then Licensee shall have an additional thirty (30) days to cure same, provided Licensee has commenced to cure the breach, violation or default during the initial Cure Period and is at all times diligently and continuously proceeding to cure such breach, violation or default. If Licensee fails to cure the breach, violation or default within the Cure Period or any permitted extensions thereof, NYCHA will have the right to immediately terminate this License Agreement and terminate the License granted thereby by written notice to Licensee (which can be by e-mail to Licensee’s Contact Person) (the “**Termination Notice**”), but such termination will not give rise to any claim by Licensee against NYCHA for damages, including, without limitation, for lost profits. Nothing contained in this section shall limit NYCHA’s right to terminate or revoke this License Agreement provided herein. If Licensee’s breach, violation or default creates an Emergency, NYCHA has the right, but not the obligation, to eliminate the Emergency by undertaking Self-Help at Licensee’s expense as provided herein, or to work jointly with Licensee in addressing the Emergency. The right to cure contained in this section does not apply to Environmental Breaches as provided for above and is subject to NYCHA’s unconditional right to terminate this License Agreement.
23. **Restoration.** If this License Agreement is revoked, expires or is terminated for any reason set forth herein, or if the Pre-Conversion Activities have been completed, then upon such revocation, expiration or termination, or the completion of the Pre-Conversion Activities, Licensee shall, at its sole cost and expense, promptly remove its equipment and any materials deposited at the License Area, repair all damage resulting from such removal and restore the License Area to good order and condition (which restoration shall include, without limitation, removing all temporary enclosures that may have been erected and, where excavation has been performed, backfilling and compaction as specifically detailed in the Pre-Conversion Activities) and return the License Area to NYCHA free from deposits of refuse, debris, garbage, waste and all other objectionable materials caused by or as a result of the Pre-Conversion Activities. If Licensee fails to take any of the foregoing actions upon the termination, revocation or expiration of this License Agreement, or if latent defects are discovered following restoration of the License Area, NYCHA may take any of the aforesaid actions on behalf of, and at the sole expense of, Licensee. The foregoing provision shall survive the revocation, expiration or termination of this License Agreement.
24. **Revocation.** NYCHA shall have the unconditional right to revoke the License and other rights granted to Licensee pursuant to this License Agreement and to terminate this License Agreement in its entirety on twenty-four (24) hours’ prior oral or written notice (the “**24-Hour Notice**”), however upon such 24-Hour Notice, the Licensee will not be in default of this provision until a period of seventy-two (72) hours from actual notice has elapsed, to Licensee

except in the case of an Emergency for which NYCHA may terminate the License Agreement immediately and without prior notice. In all instances, the revocation, expiration or termination of this License Agreement shall automatically act to terminate and revoke the License granted hereunder without any further action required by NYCHA. All liabilities of Licensee shall survive the revocation, expiration or termination of this License Agreement.

25. **Notices.** Except as otherwise expressly provided in this License Agreement, all notices required pursuant to the terms of this License Agreement must be delivered in accordance with the notice requirements in the CDL.
26. **Counterparts.** This License Agreement may be executed in multiple counterparts, each one of which, when so executed and delivered by scanned email, shall constitute a valid and binding original.
27. **Headings.** The headings are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this License Agreement or the meaning of any of its provisions.
28. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all actions or proceedings relating to the subject matter of this License Agreement must be commenced in the state courts sitting in the City and County of New York, which courts shall have exclusive jurisdiction for such purpose. Licensee hereby consents to submit itself to the jurisdiction of such courts with respect to any actions or proceedings arising out of, under or related to this License Agreement and Licensee agrees that process may be served on Licensee pursuant to the Notice provision herein.
29. **Entire Agreement.** This License Agreement, the Exhibits annexed hereto, and the documents incorporated by reference herein, including but not limited to the notice requirements in the CDL, set forth all the promises, assurances, agreements, conditions, inducements and understandings between NYCHA and Licensee relating to the License Area.
30. **Parties Bound.** The covenants, agreements, terms, provisions and conditions contained in this License Agreement will apply to, inure to the benefit of, and be binding upon, Licensee and NYCHA and their respective successors and permitted assignees, if any, except as otherwise provided in this License Agreement.
31. **No Oral Modifications.** This License Agreement may not be changed, modified, amended or terminated orally, but only by a written instrument of change, modification, amendment or termination, executed by both Parties.
32. **No Recording.** Licensee shall not record this License Agreement in the office of the City Register for the County in which the License Area is located, or with any City Register or County Clerk wherever located.
33. **Severability.** If any of the terms and provisions of this License Agreement are in violation of or prohibited by any law, statute or ordinance of the State or City of New York, or such term or provision is found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be considered deleted and shall not invalidate the remaining

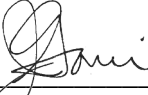
terms or provisions of this License Agreement, and this License Agreement shall continue in full force and effect.

34. **Construction.** Words and phrases used in the singular shall be deemed to include the plural and vice versa, where applicable, and nouns and pronouns used in any particular gender shall be deemed to include any other gender. Any reference in this License Agreement to the words “include” or “including,” and words of similar import, shall be deemed to be followed by the words “but not limited to” or “without limitation.”
35. **Advice of Counsel.** Each of the Parties acknowledges that it has read all of the terms of this License Agreement and that it enters into those terms voluntarily, without duress, and with the advice of counsel.
36. **Authorized Signatories.** The individuals executing this License Agreement represent that they are duly authorized to, and are, executing this License Agreement on behalf of the Parties.
37. **Jointly Drafted.** This License Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting it, no provision shall be construed and interpreted for or against any of the Parties because such provision, or the License Agreement as a whole, was purportedly prepared or requested by such Party.
38. **Cumulative Remedies.** NYCHA reserves all rights and remedies at law or in equity. The remedies provided to NYCHA in this License Agreement are cumulative as permitted by law.
39. **Work Product.** Licensee hereby agrees to provide NYCHA with a copy of the reports (in hard copy, compact disk, or other electronic submission acceptable to NYCHA), photographs, and other digital imagery produced from the Pre-Conversion Activities (collectively, the “**Deliverable Work Product**”). The Deliverable Work Product for each Pre-Conversion Activity shall be furnished to NYCHA within one (1) month after completing such Pre-Conversion Activities.
40. **Reliance Letters.** Licensee shall cause its various consultants to issue to NYCHA reliance letters in a form reasonably acceptable to NYCHA in order for NYCHA to rely on Deliverable Work Product.
41. **HUD Rider to Third-Party Agreements.** The HUD Rider to Third-Party Agreements attached hereto as **Exhibit D** is incorporated by reference into this License Agreement.

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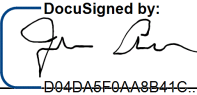
THE PARTIES hereto have set their hands and executed this License Agreement as of the date first written above.

NEW YORK CITY HOUSING AUTHORITY

By: 
Name: Jonathan Gouveia
Title: Executive Vice President for Real Estate Development

LICENSEE

ELLIOT FULTON LLC

By: 
Name: Jamar Adams
Title: Authorized Person

SCHEDULE 1

The Properties – Property Profiles

The Properties comprise 4 public housing developments (Fulton, Elliott, Chelsea, and Chelsea Addition), 18 dwelling buildings (including any retail space and any community facility space in any adjacent buildings) and 2,054 dwelling units in Manhattan, NY, and shall be referred to as Fulton Elliott-Chelsea (individually a “Property”, collectively the “Properties”).

The Property Management Office for Fulton Houses is located at 421 West 17th Street, New York, NY 10011

The Property Management Office for Elliott, Chelsea, and Chelsea Addition is located at 430 West 26th Street, New York, NY 10001

[See attached.]

Fulton and Elliott-Chelsea

Property Profile

Developments: Chelsea & Chelsea Addition
Borough: Manhattan

NYCHA Development

NYCHA Building

Residential Addresses

Management Office

NYC Parks

N

0180

Feet



Fulton and Elliott-Chelsea

Property Profile



Developments: Chelsea & Chelsea Addition

Borough: Manhattan

CHELSEA										
BUILDING#	STAIRHALL#	ADDRESS	ZIP CODE	RESIDENTIAL	BLOCK	LOT	BIN	AMP#	HZ	FACILITY
1	009	425 WEST 25TH STREET	10001	YES	723	15	1083581	NY005021340	4	HPT SHOP/ STOREROOM
1	009	431 WEST 25TH STREET	10001		723	15	1083581	NY005021340	4	BOILER
1	012	428 WEST 26TH STREET	10001	YES	723	15	1083581	NY005021340	4	COMMUNITY OPERATIONS OFFICE SPACE/ TWO STOREROOMS
1	012	430 WEST 26TH STREET	10001		723	15	1083581	NY005021340	4	DEVELOPMENT MANAGEMENT OFFICE
2	010	420 WEST 26TH STREET	10001	YES	723	15	1083580	NY005021340	4	
2	013	415 WEST 25TH STREET	10001	YES	723	15	1083580	NY005021340	4	

CHELSEA ADDITION										
BUILDING#	STAIRHALL#	ADDRESS	ZIP CODE	RESIDENTIAL	BLOCK	LOT	BIN	AMP#	HZ	FACILITY
1	011	436 WEST 27TH DRIVE	10001	YES	724	10	1012827	NY005011340	3	
1	011	441 WEST 26TH STREET	10001		724	10	1012827	NY005011340	3	COMMUNITY CENTER/ MENTAL HEALTH CLINIC/ NORC/ DAY CARE CENTER

Notes:

- *RESIDENTIAL* indicates a residential mailing address.
- AMP# = Asset Management Project number
- BIN = Building Identification Number
- HZ = Hurricane Zone

Fulton and Elliott-Chelsea

Property Profile

Development: Elliott
Borough: Manhattan

NYCHA Development

NYCHA Building

Residential Addresses

Management Office

NYC Parks

N

0

175

Feet



Fulton and Elliott-Chelsea

Property Profile



Development: Elliott
Borough: Manhattan

BUILDING#	STAIRHALL#	ADDRESS	ZIP CODE	RESIDENTIAL	BLOCK	LOT	BIN	AMP#	HZ	FACILITY
1	001	288 10TH AVENUE	10001	YES	724	1	1083582	NY005011340	3	STOVE STOREROOM/ CARPENTER STOREROOM
1	002	450 WEST 27TH DRIVE	10001	YES	724	1	1083582	NY005011340	3	
1	002	455 WEST 26TH STREET	10001		724	1	1083582	NY005011340	3	
1	002	459 WEST 26TH STREET	10001		724	1	1083583	NY005011340	3	DAY CARE CENTER
2	003	466 WEST 26TH STREET	10001	YES	723	1	1083578	NY005011340	3	JANITORIAL STOREROOM
2	004	264 10TH AVENUE	10001	YES	723	1	1083578	NY005011340	3	STOREROOM/ CARPENTER STOREROOM
2	004	457 WEST 25TH STREET	10001		723	1	1083578	NY005011340	3	JAD BAG STOREROOM
3	005	446 WEST 26TH STREET	10001	YES	723	1	1083579	NY005011340	3	
3	006	443 WEST 25TH STREET	10001	YES	723	1	1083579	NY005011340	3	LAUNDRY ROOM
3	006	447 WEST 25TH STREET	10001		723	1	1083579	NY005011340	3	COMMUNITY OPERATIONS SPACE (VACANT)
4	007	427 WEST 26TH STREET	10001	YES	724	15	1012828	NY005011340	3	BOILER/ REFRIGERATOR STOREROOM
4	008	426 WEST 27TH DRIVE	10001	YES	724	15	1012828	NY005011340	3	CARPENTERS STOREROOM

Notes:

- *RESIDENTIAL* indicates a residential mailing address.
- AMP# = Asset Management Project number
- BIN = Building Identification Number
- HZ = Hurricane Zone

Fulton and Elliott-Chelsea

Property Profile

Developments: Fulton
Borough: Manhattan

NYCHA Development

NYCHA Building

Residential Addresses

Management Office

NYC Parks

N

0

210

Feet



Fulton and Elliott-Chelsea

Property Profile



Developments: Fulton
Borough: Manhattan

BUILDING#	STAIRHALL#	ADDRESS	ZIP CODE	RESIDENTIAL	BLOCK	LOT	BIN	AMP#	HZ	FACILITY
1	001	401 WEST 16TH STREET	10011	YES	714	31	1078408	NY005001360	2	
1	001	413 WEST 16TH STREET	10011		714	31	1078408	NY005001360	2	
2	002	418 WEST 17TH STREET	10011	YES	714	31	1078411	NY005001360	2	
2	002	420 WEST 17TH STREET	10011		714	31	1078411	NY005001360	2	COMPUTER LAB
2	002	422 WEST 17TH STREET	10011		714	31	1078411	NY005001360	2	
3	003	400 WEST 17TH STREET	10011		714	31	1078409	NY005001360	2	
3	003	412 WEST 17TH STREET	10011	YES	714	31	1078409	NY005001360	2	
4	004	430 WEST 17TH STREET	10011		714	31	1078410	NY005001360	2	
4	004	434 WEST 17TH STREET	10011	YES	714	31	1078410	NY005001360	2	
5	005	427 WEST 17TH STREET	10011	YES	715	10	1078420	NY005001360	2	
5	005	431 WEST 17TH STREET	10011		715	10	1078420	NY005001360	2	
6	006	419 WEST 17TH STREET	10011	YES	715	10	1078419	NY005001360	2	
6	006	420 WEST 18TH STREET	10011		715	10	1078419	NY005001360	2	TWO STOREROOMS
6	006	421 WEST 17TH STREET	10011		715	10	1078419	NY005001360	2	DEVELOPMENT MANAGEMENT OFFICE
7	007	117 9TH AVENUE	10011		715	10	1078418	NY005001360	2	
7	007	119 9TH AVENUE	10011		715	10	1078418	NY005001360	2	SENIOR CENTER
7	007	121 9TH AVENUE	10011	YES	715	10	1078418	NY005001360	2	
8	008	401 WEST 18TH STREET	10011	YES	716	17	1078443	NY005001360	2	
8	008	411 WEST 18TH STREET	10011		716	17	1078443	NY005001360	2	
9	009	420 WEST 19TH STREET	10011	YES	716	17	1078445	NY005001360	2	
9	009	422 WEST 19TH STREET	10011		716	17	1078445	NY005001360	2	
10	010	400 WEST 19TH STREET	10011		716	17	1078444	NY005001360	2	
10	010	412 WEST 19TH STREET	10011	YES	716	17	1078444	NY005001360	2	
11	011	401 WEST 19TH STREET	10011	YES	717	19	1012576	NY005001360	2	
11	011	419 WEST 19TH STREET	10011		717	19	1012576	NY005001360	2	
12	012	432GAR WEST 18TH STREET	10011		715	10	1087110	NY005001360	2	GARAGE

Notes:

- RESIDENTIAL indicates a residential mailing address.
- AMP# = Asset Management Project number
- BIN = Building Identification Number
- HZ = Hurricane Zone

EXHIBIT A

PRE-CONVERSION ACTIVITIES

- a) **General Inspections.** Perform visual inspections of the Properties within the License Area, including but not limited to apartment units, common areas, mechanical rooms, offices, roofs, and basements (the “**General Inspections**”). Licensee shall provide (i) a schedule of and purpose for inspections, (ii) a form of resident notice, and (iii) any special requests associated with the inspections (e.g. access to restricted locations).
- b) **Intrusive Investigations.** Perform intrusive investigations of the Properties within the License Area, including but not limited to apartment units, common areas, mechanical rooms, offices, roofs, building exterior, and basements, such as investigations of existing plumbing, roofing or structural conditions (the “**Intrusive Investigations**”). Licensee shall provide (i) a schedule of and purpose for inspections, (ii) a form of resident notice, (iii) any special requests associated with the inspections (e.g. access to restricted locations), (iv) plan for restoration of the Properties following investigations, and (v) required certifications and/or licenses of personnel.
- c) **Surveys.** Perform land surveys in accordance with the current National Society of Professional Surveyors and American Land Title Association standards (the “**Surveys**”). Licensee shall provide (i) a schedule of and purpose for inspections, and (ii) any special requests associated with the inspections.
- d) **Environmental Site Assessments.** Conduct environmental site assessments, including Phase I and Phase II assessments, in accordance with the most current standards and practices established by the American Society of Testing and Materials International and the most current City Environmental Quality Review Technical Manual (the “**Environmental Assessments**”) as per City of New York, NYC Department of Environmental Protection. Licensee shall provide (i) a schedule of and purpose for inspections, and (ii) any special requests associated with the inspections.
- e) **Lead Inspections and Testing.** Conduct lead inspections and testing in accordance with this License Agreement (the “**Lead Investigations**”). Licensee shall provide (i) a schedule of and purpose for inspections, (ii) a form of resident notice, (iii) any special requests associated with the inspections (e.g. access to restricted locations), (iv) plan for restoration of the Properties following investigations, and (v) required certifications and/or licenses of personnel. Licensee shall provide NYCHA with all reports and documentation from Lead Inspections within five (5) days of Lead Inspections and must immediately notify NYCHA of any hazardous conditions.
- f) **Mold Inspections and Testing.** Conduct mold inspections and testing in accordance with this License Agreement (the “**Mold Investigations**”). Licensee shall provide (i) a schedule of and purpose for inspections, (ii) a form of resident notice, (iii) any special requests associated with the inspections (e.g. access to restricted locations), (iv) plan for restoration of the Properties following investigations, and (v) required certifications and/or licenses of personnel. Licensee shall provide NYCHA with all reports and documentation from Mold Inspections within five

(5) days of Mold Investigations and must immediately notify NYCHA of any hazardous conditions.

- g) **Asbestos Inspections and Testing.** Conduct asbestos inspections and testing, as required for any structures on the Properties built before 1989 per the Multifamily Accelerated Processing Guide (“**MAP Guide**”) pursuant to ASTM E2356 “Standard Practice for Comprehensive Building Asbestos Surveys” (most recent edition) (the “**Asbestos Investigations**”). Licensee shall provide (i) a schedule of and purpose for inspections, (ii) a form of resident notice, (iii) any special requests associated with the inspections (e.g. access to restricted locations), (iv) plan for restoration of the Properties following investigations, and (v) required certifications and/or licenses of personnel. Licensee shall provide NYCHA with all reports and documentation from Asbestos Investigations within five (5) days of Asbestos Investigations and must immediately notify NYCHA of any hazardous conditions.
- h) **Radon Inspections and Testing.** Conduct radon inspections and testing under the supervision of a Radon Professional with certification from either the American Association of Radon Scientists and Technologists (“**AARST**”) National Radon Proficiency Program (“**NRPP**”) or the National Radon Safety Board (“**NRSB**”), and from New York State if ever the state certifies or licenses radon testers (the “**Radon Investigations**”). As per the RAD Notice, radon testing must be done as per the MAP Guide for NEPA Part 58 environmental review projects. The MAP requirements are also applicable for projects that will include HUD-FHA insured mortgages for multifamily properties. As per the MAP guide, radon inspection and testing is to be conducted in full compliance with the AARST-ANSI measurement standard, which includes 100% testing of ground contact units in each building and 10% of the units on each floor above ground level. Note that HUD, and AARST-ANSI protocol recommends 100% testing in all occupied/occupiable buildings on the entire property and mitigation of all elevated buildings on the entire property.
- i) **Pre-Conversion Repair Work.** Perform repair work at the Properties, including for the purposes of correcting potential Housing Quality Standards (“**HQS**”) deficiencies (the “**Pre-Conversion Repair Work**”). Licensee shall provide (i) detailed scope of work of all planned repairs by unit, including specifications as required, (ii) a form of resident notice, (iii) any special requests associated with the inspections (e.g. access to restricted locations), and (iv) required certifications and/or licenses of personnel. Licensee shall also provide NYCHA with a summary reports of completed repairs within five (5) days of completion and must immediately notify NYCHA of any hazardous conditions.
- j) **Model Units.** Create model unit(s) at locations to be approved by NYCHA (the “**Model Units**”). Licensee shall provide (i) schedule for construction of the Model Units, (ii) a form of resident notice, (iii) any special requests associated with the inspections (e.g. access to restricted locations), and (iv) required certifications and/or licenses of personnel. Licensee shall also provide a schedule for when the Model Unit will be shown to residents. At least two (2) Model Units (one (1) at each of Elliott-Chelsea and one (1) at Fulton) shall be created in consultation with NYCHA and the Resident Association no more than six (6) months after the date hereof.

- k) **Site Management Office.** Access to specified locations for office space for the purpose of maintaining an office to facilitate the Pre-Conversion Activities (the “**Site Management Office**”). Licensee shall provide a location of the office and planned occupancy.

EXHIBIT B

WAGE SCHEDULE

To be attached prior to commencement of applicable Pre-Conversion Activities

EXHIBIT C**INSURANCE COVERAGE REQUIREMENTS****NYCHA Insurance Requirements
Template 01 - Standard as of 7/6/2021**

TYPE OF INSURANCE	MINIMUM LIMITS OF INSURANCE	REQUIRED POLICY TERMS & CONDITIONS
Workers' Compensation & Employer's Liability CE-200 Exemption Accepted if Applicable for Sole Proprietors Only.	Workers' Compensation & Employer's Liability insurance coverage compliant with the statutory requirements of the State of New York.	Form: As required by the State of New York. Endorsements: <ul style="list-style-type: none"> • Waiver of Subrogation
Commercial General Liability	\$2,000,000 per Occurrence \$4,000,000 General Aggregate \$4,000,000 Products/Completed Operations \$2,000,000 Personal/Advertising Injury	Form: General Liability Form ISO CG 00 01 or equivalent. Endorsements: <ul style="list-style-type: none"> • NYCHA Included as Additional Insured • Waiver of Subrogation • Primary & Non-Contributory Clause
Business Auto Liability Requirement may be waived if no vehicles will be operated on or from NYCHA premises and no vehicles will be used to transport NYCHA staff, residents or others on NYCHA's behalf.	\$1,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage	Form: Business Auto Form CA 00 01 or equivalent Endorsements: <ul style="list-style-type: none"> • NYCHA Included as Additional Insured • Waiver of Subrogation

(Important! See Additional Insurance Compliance Information on Page #2)

NYCHA Insurance Requirements Template 01 - Standard

Additional Insurance Compliance Information & Guidance

Complete insurance requirements are included in the contract awarded to the NYCHA contractual partner. It is the sole responsibility of NYCHA's contractual partner to review all requirements with their insurance professionals to confirm the appropriate insurance is in place as required by the contract. In the event of a conflict between the below and any provisions of the contract, including general conditions therein, the terms of the contract shall prevail.

Warning – Assumption of Risk

Under the terms and conditions of the contract, NYCHA's contractual partners may be financially responsible to defend, indemnify and/or hold NYCHA and certain other entities in contract with NYCHA harmless from certain costs resulting from claims arising out of or in any way related to the services provided to NYCHA, whether or not covered by insurance. It is the sole responsibility of NYCHA's contractual partner to review these requirements with legal counsel prior to signing a contract.

Additional Insurance Requirements:

1. **Covered Operations** – Insurance policies may not exclude claims arising from any activity, scope of work or permitted use provided for under the contract.
2. **Liability Policies - New York Labor Law / Employers' Liability Over-Action** - Liability Policies must include industry standard provisions related to the severability of interests and/or separation of insureds and rights of crossclaim. Policies may not exclude claims for bodily injury asserted against NYCHA by an employee or agent of the insured or any subcontractor of the insured, commonly known as "over-actions" or "NY Labor Law" claims.
3. **Insurers** - Policies must be placed with insurers authorized to do business in the State of New York with a minimum AM Best Rating of "A- VII"
4. **Blanket Terms & Conditions** - Required Policy Terms & Conditions such as Additional Insured, Waiver of Subrogation and Primary/Non-Contributory Insurance can be satisfied by blanket policy provisions.
5. **Proof of Insurance** – General/Prime/Direct Contractors or contractual partners shall submit evidence of insurance as and when directed by NYCHA. Subcontractors shall submit evidence of insurance to the General/Prime/Direct Contractor, who shall deliver the same to NYCHA upon request. Failure of NYCHA to monitor compliance with any of these requirements is not a waiver of any requirement.
6. **Failure to Comply** - may result in default/breach of contract, withholding of payments to contractors/vendors, removal proceedings against lessees, licensees or other occupants of NYCHA premises, and additional remedies available to NYCHA under contract, at law, or in equity.

EXHIBIT D

HUD Rider to Third-Party Agreements

- **Conflict Clause.** To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the Annual Contributions Contract (“ACC”), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.
- **Indemnification Clause.** It is acknowledged and agreed that the PHA (Site Owner) has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term ‘Project’ is defined in the ACC between PHA and HUD (the “Public Housing Project”) or other assets of the PHA, including and Housing Choice Voucher (“HCV”) related assets of the PHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of PHA; (2) any operating receipts (as the term “operating receipts” is defined in ACC), HCV receipts or Capital or Operating Funds of PHA; (3) any public housing operating reserve of PHA reflected PHA’s annual operating budget and required under the ACC, or (4) any other asset of the PHA related to the 1937 Act. Should any assets of the PHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.
- **Termination Clause.** If HUD approves the termination of the ACC at the public housing project and/or release of the DOT/DORC (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration (“RAD”) program or any other removal action of the SAC), the PHA may terminate this agreement. In addition, if HUD determines that the agreement does not comply with federal public housing requirements, the PHA may terminate the agreement.
- **HUD is not a Guarantor.** HUD is not a Guarantor of the PHA and is not liable for the actions of the PHA under this agreement.
- **No Assignment Rights or Rights of Mortgage or Security Interests.** The agreement does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been obtained.
- **Definitions of Terms in this Rider.**
 - “HUD” means the U.S. Department of Housing and Urban Development.
 - “PHA” means the public housing authority or the New York City Housing Authority or NYCHA or the Authority as such capitalized terms have been previously defined.
 - “Public Housing Project” means a public housing development owned by the New York City Housing Authority or the Properties as such capitalized term has been previously defined.
 - “DOT” means the Declaration of Trust.
 - “DORC” means the Declaration of Restrictive Covenants.
 - “SAC” means HUD’s Special Applications Center.

EXHIBIT E

Mold and Moisture Control Procedures for NYCHA's PACT Projects



NEW YORK CITY HOUSING AUTHORITY

250 BROADWAY • NEW YORK, NY 10007

GREGORY RUSS

CHAIR & CHIEF EXECUTIVE OFFICER

MOLD AND MOISTURE CONTROL PROCEDURES FOR NYCHA'S PACT PROJECTS

Revised March 2022

This document provides the most current guidance for moisture control, mold growth prevention, and remediation for NYCHA's Permanent Affordability Commitment Together ("PACT") properties. It is intended for consistency with NYCHA procedures and compliance with the December 20, 2021 Baez PACT Settlement, as further described below.

I. Baez v. NYCHA

Concern about indoor exposure to mold has been increasing as the public becomes more aware that exposure to mold can cause a variety of health effects and symptoms. Baez v. NYCHA ("Baez") is a class-action lawsuit filed December 2013 to NYCHA, for failure to remediate the mold and excessive moisture (including leaks) in plaintiffs' homes that exacerbate their respiratory illnesses. Under the Baez Consent Decree, and the HUD Agreement, NYCHA promised to abate mold and excessive moisture (including leaks). NYCHA entered into a settlement agreement with the Baez plaintiffs effective on December 20, 2021 (the "Baez PACT Settlement") to ensure that NYCHA residents in converted PACT properties are afforded protections aligned with the intent of the original Baez Consent Decree. The procedures herein are intended to ensure compliance with the terms of the Baez PACT Settlement, attached hereto as Exhibit 1.

II. Overview

It is essential to identify and correct the underlying source of water intrusion or condensation. Water can enter an apartment through cracks and gaps in roofs, walls, and seals around windows. Moisture can also be generated inside the apartment by cooking, showers, or even clothes drying. The developers, contractors, and property managers that will assume responsibility for the properties converting to Section 8 through PACT (the "PACT Partners") will conduct comprehensive randomized unit inspections as part of the pre-development process to identify mold and moisture.

To effectively remediate cases of, and prevent mold, the PACT Partners must outline the essential tasks that will be routinely executed to eliminate sources of moisture, effective communication strategies with residents, as well as routine maintenance methods that will help document and prevent the root causes of mold and humidity.

In all situations, the underlying cause of water accumulation (including leaks, mold and excess moisture) must be fixed, or the problem may recur. A prompt response (within 24 to 48 hours) and thorough clean-up, drying, and removal of water-damaged materials will prevent or limit mold growth. On-site staff should

receive the training necessary to carry out their responsibilities concerning communicating with residents, cleaning, removing, and restoring damaged surfaces and documenting all remediation efforts. As part of the required training under OSHA’s Hazard Communication Standard (29CFR 1910.1200), workers must be informed about safe work practices for using various chemicals, including disinfectants, and personal protective equipment, which may be a part of a mold response. On-site staff should be familiar with procedures to deal with water intrusion/excessive moisture and appropriate remediation techniques for water-damaged surfaces.

III. Mold and Excessive Moisture Plan Requirements

In advance of the date of conversion to Section 8 through PACT (the “PACT Conversion”), PACT Partners must prepare and submit to NYCHA for approval 1) a Mold and Excessive Moisture Capital Plan, and 2) a Mold and Excessive Moisture Operations and Maintenance (“O&M”) Plan (collectively, the “Mold and Excessive Moisture Plans”). The Mold and Excessive Moisture Plans must cover the essential elements to counter/prevent mold and are further described below. The NYCHA Healthy Homes Unit will assist in the review of these plans.

1. *Mold and Excessive Moisture Capital Plan*

Mold and Excessive Moisture Capital Plans should describe the capital repairs to be performed following the PACT Conversion to mitigate current and future mold and leak conditions at the property, including the following five (5) focus areas for mold and leak mitigations:

- a) Building-wide ventilation (capital plan for repair or replacement of roof fans and cleaning of local exhaust grills);
- b) Building-wide plumbing (capital plan for replacing missing and damaged piping and insulation);
- c) Building-wide structural issues (capital plan for addressing pointing/facades);
- d) Roofs and parapets (expectations for repair and replacement);
- e) Apartment specific work (remediation plan that may need to be complete as a result of capital repairs first taking place)

Mold and Excessive Moisture Capital Plans should incorporate applicable methods and materials included in the *NYCHA Standard Methods and Materials*, as further described below and as appended to this document.

2. *Mold and Excessive Moisture O&M Plan*

Mold and Excessive Moisture O&M Plans should describe the processes and procedures for addressing mold and moisture conditions (including leaks) that arise at PACT properties, including¹:

¹ These requirements reflect PACT Settlement obligations. The PACT Settlement governs these requirements and control if there are any conflicts.

- A. Technical and procedural requirements for addressing mold and excessive moisture including:
 - i. Standard methods and materials for mold and excessive moisture assessment, remediation and abatement comparable to the NYCHA Mold Standard Procedures Appendix A (*See Appendix A - Standard Methods and Materials*);
 - ii. Initial inspection process to identify root causes of mold and moisture conditions and to determine steps to remediate mold and related conditions, including excessive moisture conditions;
 - iii. Quality assurance spot-check inspections by the PACT IMA within thirty (30) days of repair or closure for mold and excessive moisture related conditions;
 - iv. Assessment of mold condition by a New York State Department of Labor (“DOL”) Licensed Mold Assessor whenever there is more than 10 square feet of mold (a “Mold Project” as defined by New York City Local Law 61);
 - v. Preparation of a Mold Remediation Work Plan and notification to the NYC Department of Environmental Protection (“DEP”) for Mold Projects;
 - vi. Remediation of mold and excessive moisture related conditions at their root source; and,
 - vii. Post-Remediation Assessments completed and submitted to DEP for Mold Projects.
- B. A Resident Communication Procedure that includes:
 - i. Reaching out to tenants to schedule inspections and in-unit work within 48 hours of receiving the complaint;
 - ii. Language from the NYCHA Mold Busters and draft NYCHA Leak Standard Procedures for “questions to ask” related to mold and excessive moisture conditions, to help property management staff and licensed mold assessors identify root causes of conditions (*See Appendix B – Questions to Ask Residents*);
 - iii. Clear explanation to residents of inspection findings and work needed; and
 - iv. Results of quality assurance inspections.
- C. Requirement that resident mold and excessive moisture complaints be remediated within thirty (30) days after receiving the complaint and obligation to investigate and abate flooding complaints within twenty-four (24) hours of receiving the complaint, and to remove standing water within forty-eight (48) hours, unless a

longer remediation and/or repair schedule is warranted based upon the procedures outlined in the Baez PACT Settlement paragraph 10a. and 10b.

- D. Other items not specified in the Baez PACT Settlement, including but not limited to:
- i. A list of sub-consultants and staff who will be assigned to addressing mold and leak conditions, including Licensed Mold Assessors, Licensed Mold Remediators, and plumber(s) or plumber providers;
 - ii. A description of the PACT Partner's commitment to Local Law 55 Compliance Requirements, including how mold conditions will be assessed using safe work practices.

IV. PACT Conversion Steps and Milestones

The following is an outline of steps to be taken by NYCHA and the PACT Partners prior to and immediately following a PACT Conversion.

Step 1: Following conditional designation and approximately six (6) months prior to the PACT Conversion, NYCHA will provide the PACT Partners all Maximo resident complaint data requiring response to mold and leak complaints. This will include:

- 1) Data for all open mold and leak work order tickets (with related work order and NYCHA Customer Contact Center details);
- 2) Data on closed or cancelled work order tickets in the prior six (6) months that were closed with no work done or where the inspection found the report of a leak or mold to be unfounded;
- 3) Data on all roof fan and ventilation inspections and related repair work completed in the prior six months;
- 4) Data from the Ombudsperson Call Center and HUD Complaint Line for reported resident complaints for the prior six months; and
- 5) Data on XRF inspections that were completed in the prior six months where a mold or leak condition may have been observed.

Step 2: In the comprehensive unit inspections that PACT Partners will conduct as part of the pre-development process to identify mold, leaks and moisture, the PACT Partners will identify remediation that could be completed by NYCHA and systems remediation that are more capital in nature and will require longer timelines. This step will inform the development of plans required under Step 3.

Step 3: PACT Partners will submit the Mold and Excessive Moisture Plans for NYCHA's review based on the Step 1 report and site-specific inspections approximately three (3) months prior to the projected PACT Conversion.

Step 4: NYCHA will review and comment on the submitted Mold and Excessive Moisture Plans and allow for revisions. The agreed upon plans will be binding as per the PACT Control and/or Lease Agreement.

- Step 5: PACT Partners shall participate in at least two (2) mold and leak workshops with NYCHA in advance of the transition. At the workshops, NYCHA shall provide PACT Partners with an overview of the information specified in Step 1, including open and recently closed mold and leak work orders, trends related to mold and leak conditions, information on particularly troubled apartments or buildings lines, and other information that would be helpful to the formulation of operational plans to address mold and leaks, as available. NYCHA shall also provide PACT Partners with an overview of the Baez PACT Settlement, and with best practices for addressing mold and leaks in NYCHA buildings. PACT Partners will be expected to provide details on their O&M Plan, including staffing plans, trainings, and means and methods for inspecting and remediating mold and moisture conditions after the transition.
- Step 6: Approximately ten (10) business days prior to the PACT Conversion, NYCHA will provide a shared open leak and mold work order tracker (the “NYCHA Mold and Leak Work Order Tracker”), which will identify all open mold and leak work orders by apartment. NYCHA will include all mold and leak work orders open ten (10) days prior to the transition. NYCHA will provide the PACT Partners with training and access to the NYCHA Mold and Leak Work Order Tracker.
- Step 7: Approximately ten (10) business days after the PACT Conversion PACT Partners should develop an action plan for addressing all open work orders identified in the NYCHA Mold and Leak Open Work Order Tracker (the “Mold and Leak Open Work Order Action Plan”). PACT Partners will be obligated to address all open mold and leak work orders identified on the NYCHA Mold and Leak Work Order Tracker within sixty (60) days after the PACT Conversion, unless a longer timeframe is agreed to by NYCHA in writing after approval from the Special Master in consultation with the Baez Independent Data Analyst (“IDA”), Baez PACT IMA, and Baez Ombudsperson. PACT Partners must upload information satisfactory to NYCHA into the NYCHA Mold and Leak Work Order Tracker demonstrating that the conditions giving rise to the open mold and leak work orders have been adequately addressed. Depending on circumstances, this information will consist of photographic evidence or written reports from qualified firms or individuals documenting that the conditions have been rectified (See Appendix C – *Mold and Leak Open Work Order Documentation*). NYCHA may inspect or contact residents to confirm the adequacy of the repairs in the apartment. Failure to address apartments with open mold and leak work orders within the period of time agreed to by NYCHA may result in a finding of non-compliance and penalties or enforcement under the terms of the Control and/or Lease Agreement.

V. Accountability and Enforcement

The following is a description of the accountability and enforcement measures that have been established to help ensure PACT Partner compliance with the Mold and Excessive Moisture Plans and the Baez PACT Agreement (collectively, the “Mold and Excessive Moisture Obligations”). Such Mold and Excessive Moisture Obligations include relevant obligations under applicable local, state, or federal law.

A. Ombudsperson Call Center

All PACT residents will have the ability to file complaints with the Ombudsperson through the Ombudsperson Call Center (“OCC”). Such complaints will be routed to the PACT Partners to

address, with a copy to NYCHA. PACT Partners must close out these complaints in accordance with the timeframes in the Baez PACT Agreement and in accordance with the OCC's procedures, which will be communicated to all PACT Partners. If, in accordance with the 2021 Baez PACT Agreement, the Ombudsperson issues a Directive to a PACT Partner, notwithstanding the foregoing and without waiving any other rights and remedies the parties have under law and/or under this Agreement, in the event of a disagreement concerning such directive (a "Directive Dispute"), the parties may choose to, and shall be required to upon written notice by either party, resolve the Directive Dispute through expedited mediation (which shall be held within thirty (30) days after written notice from either party, or such longer period as agreed to by the parties) with a mediator agreed to by the parties, and the parties agree to abide by applicable decisions rendered by such mediator, subject to the parties' rights and remedies under law including, without limitation, the right to challenge such decision by the mediator in a court of law at a later date, which are expressly reserved ("Expedited Mediation").

B. PACT Independent Mold Analyst (PACT IMA)

The PACT IMA will provide oversight for all mold and leak excessive moisture activities at PACT properties and monitor PACT Partner compliance with the Mold and Excessive Mold Obligations. Each month, the PACT IMA will conduct a statistically significant number of inspections and report on the results of such inspections (the "PACT IMA Report"). PACT IMA Reports shall be shared with Baez Plaintiffs and the Special Master as well as the relevant PACT Partners. NYCHA will take the steps to investigate and address a PACT Partner's alleged failure to comply with its Mold and Leak Obligations.

C. Transparency/Data Reporting

Within 90 days of the execution of the Baez PACT Settlement, NYCHA in conjunction with the IDA will develop a consistent reporting framework from PACT Partners to NYCHA. NYCHA and the IDA will identify data to be included in the reporting framework and in Quarterly Reports. This data collection and reporting will continue throughout the fifteen-month "review period" following finalization of the Architect's Certificate of Completion, as discussed in the Baez PACT Settlement.

NYCHA will require PACT Partners to submit monthly reports. PACT Partners shall identify in their monthly reports all unresolved mold or excessive moisture complaints that have been open for more than thirty (30) days and all flooding condition complaints open for more than forty-eight (48) hours; a brief description of the reason why the complaint has been open for more than thirty (30) days or forty-eight (48) hours for flooding conditions; and a proposed date for the complaint to be resolved ("Alternative Repair Schedule"). Such reports shall also be provided to the OCC/Ombudsperson.

If NYCHA or the OCC/Ombudsperson determines that an Alternative Repair Schedule is not warranted and/or not reasonable based on the facts and circumstances provided by the PACT Partner, NYCHA or the OCC/Ombudsperson may initiate the process set forth in Exhibit A of the PACT Baez Settlement.

PACT Partners will meet with the Baez Plaintiffs at Plaintiffs' election on an annual basis to discuss Baez PACT Settlement compliance and mold and leak operation and maintenance issues. The PACT Partners shall also meet with the Special Master, IDA, PACT IMA, OCC, and Ombudsperson as reasonably requested by those entities.

Notwithstanding the foregoing, NYCHA shall have a right to observe all moisture control activities and, upon request, review all project documentation. NYCHA shall notify the PACT Partners in writing of any inconsistencies with the goals of the Baez PACT Settlement, and any applicable legal requirements to control moisture and mold, and shall specify a period in which the PACT Partners must correct such deficiencies, or provide adequate documentation, to the satisfaction of NYCHA, of compliance with the requirements of this paragraph and all applicable legal requirements.

APPENDIX A - STANDARD METHODS AND MATERIALS

The following is a description of standard methods and materials for mold and moisture assessment, remediation and abatement comparable to the NYCHA Mold Standard Procedures Appendix A.

A. DEFINITIONS

CFM Measurement: Cubic feet per minute (“CFM”) is the unit of measure for air flow measurements.

Mold: Mold is a fungus that grows on, and sometimes in, damp surfaces and objects. Live spores act like seeds, forming new mold growth (colonies) when they find the right conditions. Mold is most likely to grow where there is water or excessive moisture such as in bathrooms. Mold at NYCHA is measured by the square footage identified in each room. The term “mildew” is sometimes used to refer to some kinds of mold.

Mold Resistant Paint: Mold resistant paint contains a chemical fungicide that discourages the growth of mold on surfaces. There must be no mold present when the paint is applied.

Mold Resistant Sheetrock: Mold resistant sheetrock is paperless sheetrock with a fiberglass face that is designed to discourage the growth of mold.

Significant Mold: Mold growth on a surface, component, or a given area where there is more than 10 square feet of mold.

Wet Measurement: A structure is considered wet when the moisture meter measurement is equal to or greater than 599 (on a scale of 0 to 999). A moisture meter is an instrument used to measure the subsurface moisture content of a given structure (e.g. walls, ceilings, floors, and components such as kitchen and bathroom cabinets).

B. REMEDIATION METHODS

1. Ceiling: Painted Concrete (Leak or Condensation; All Rooms)

- a. HEPA-vacuum and clean with a detergent solution surfaces displaying water damage, mold growth, and/or that measure wet.
- b. Wet-scrape or wire-brush any loose paint.
Repaint with mold standard paint. In bathrooms and kitchens repaint with mold resistant paint.

2. Ceiling: Sheetrock with Steel Framing (Leak; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is

present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.

- b. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
- c. Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

3. Ceiling: Sheetrock with Wood Framing (Leak; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. HEPA-vacuum and clean with a soap or detergent solution any wood framing components displaying water damage and/or minor levels of mold growth.
- c. Paint any wood framing components displaying water damage and/or minor levels of mold growth conditions with mold resistant paint.
- d. Remove and replace wood framing displaying Significant Mold growth, if feasible. At minimum, the area must be cleaned and evaluated by a licensed mold assessor to ensure the area has been adequately addressed prior to proceeding to steps e and f.
- e. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

4. Ceiling Sheetrock with Steel Framing (Condensation; Bathroom or Kitchen)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. Replace with mold resistant sheetrock.
- c. Repaint with mold resistant paint.

5. Ceiling: Sheetrock with Steel Framing (Condensation; Other Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the

sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.

- b. Replace sheetrock.
- c. Repaint with standard paint.

6. Ceiling: Sheetrock with Wood Framing (Condensation; Bathroom or Kitchen)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. HEPA-vacuum and clean with a soap or detergent solution any wood framing components displaying water damage and/or minor levels of mold growth.
- c. Paint any wood framing components displaying water damage and/or minor levels of mold growth conditions with mold resistant paint.
- d. Remove and replace wood framing displaying Significant Mold growth, if feasible. At minimum, the area must be cleaned and evaluated by a licensed mold assessor to ensure the area has been adequately addressed prior to proceeding to steps e and f.
- e. Replace with mold resistant sheetrock.
- f. Repaint with mold resistant paint.

7. Walls: Painted Plaster (Leak or Condensation; All Rooms)

- a. HEPA-vacuum and clean with a detergent solution surfaces displaying water damage, mold growth, and/or that measure wet.
- b. Wet-scrape to remove the affected paint and top-coated plaster or skim-coating to which the paint is adhered. Continue wet-scraping to a point of at least 12 inches beyond any visible water damage, mold growth, and/or areas that measure wet.
- c. Repaint with mold resistant paint.

8. Walls: Sheetrock with Steel Framing (Leak or Condensation; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet.

- b. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
- c. Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

9. Walls: Sheetrock with Wood Framing (Leak or Condensation; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. HEPA-vacuum and clean with a soap or detergent solution any wood framing components displaying water damage and/or minor levels of mold growth.
- c. Paint any wood framing components displaying water damage and/or minor levels of mold growth conditions with mold resistant paint.
- d. Remove and replace wood framing displaying Significant Mold growth, if feasible. At minimum, the area must be cleaned and evaluated by a licensed mold assessor to ensure the area has been adequately addressed prior to proceeding to steps e and f.
- e. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
- f. Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

10. Floors: Finished Wood Floors (Leak or Condensation; All Rooms)

- a. Remove and dispose of finished wood floorboards displaying significant water damage (buckling) and/or that measure wet. Continue removal to a point of at least 12 inches beyond any visible mold growth on the top and/or bottom sides of finished wood floorboards, plywood sub-flooring, and/or sleepers or to the perimeter of the room.
- b. If wet, water-damage, and/or mold growth conditions reach the perimeter of a room, evaluate flooring in the adjacent room to determine if additional removal work is necessary.
- c. Replace flooring.

11. Floors: Ceramic Floors (Leak or Condensation; All Rooms)

- a. Clean surfaces thoroughly using a low-toxicity household cleaner with slightly abrasive properties.

12. Floors: Vinyl Floor Tiles (Leak or Condensation; All Rooms)

- a. Remove and dispose of water-damaged vinyl floor tiles or tiles measuring wet.
- b. HEPA-vacuum underlying concrete slab and clean using a detergent solution.
- c. Replace floor tiles.

13. Kitchen Cabinetry and Bathroom Vanities (Significant Mold)

- a. Remove and dispose of cabinetry.
- b. Replace cabinetry.

14. Bathtub and Shower Grout or Caulking

- a. Where grout or caulking displays heavy and widespread levels of mold growth, dig out existing grout or caulking and replace with an approved mold resistant product.
- b. Provide resident with written guidance about preventing mold growth in their apartment.

15. Minor Mold Growth (On Painted Surfaces, Shower Grout, Cabinets, etc.)

Clean surfaces thoroughly using a low-toxicity household cleaner with slightly abrasive properties.

16. All: Measuring Adequate Airflow

As part of the evaluation of the mold condition, evaluate all sources of ventilation in the affected area to ensure adequate air flow. Ensure that windows are operating properly, and that vent fans are clean of debris that would obstruct air flow, and that roof fans are functioning properly. Air flow from vent fans should be measured to ensure an airflow of at least 25 CFMs. If sources of ventilation are not functioning properly, they must be repaired as part of the remediation plan.

17. All: Emergency Flooding Conditions

Emergency flooding conditions should be addressed within 24 hours of notification of the condition. Any associated mold and leak conditions can be further addressed as required in a timely manner.

APPENDIX B – QUESTIONS TO ASK RESIDENTS

The following is language from the NYCHA Mold Busters and draft NYCHA Leak Standard Procedures for “questions to ask” related to mold and moisture conditions, to help property management staff and licensed mold assessors identify root causes of conditions.

The PACT Partner inspector or inspection team should interview the resident about any history of leak or moisture conditions in the apartment and input the information into the property management system. At a minimum, the inspector or inspection team must obtain the following information:

1. Frequency of the condition.
2. Whether the condition is associated with any activity (e.g., rainfall, bathroom use, neighbor taking shower, neighbor running washing machine, and others).
3. Nature of the leak, including color of water, odor of the water, and other distinctive characteristics.

APPENDIX C – MOLD AND LEAK OPEN WORK ORDER DOCUMENTATION

A set of mold and leak work orders provided by NYCHA to the PACT Partner must be resolved within sixty (60) days of closing, excepting those that require capital repairs as described in the Mold and Moisture Procedures for NYCHA PACT Projects document. To confirm that these issues have been resolved, NYCHA must receive documentation that proves that the mold and leak issues have been properly resolved. For some work orders, proof of lead renovator certifications for contractors and/or employees performing work may be required if the work involves disturbing lead paint. The scenarios listed below require different types of documentation based on the circumstances of the repair work needed:

A. Work Orders Requiring Remediation and/or Repair

1. **Leak:** Any work order involving an active leak and/or a leak from above condition in any room of the house. If the investigation of a leak results in discovery of a mold condition, then the documents for a Leak and Mold condition are required to resolve the issue.
2. **Mold:** Any work order involving a mold condition in any room of the house.
3. **Leak and Mold:** Any work order involving an active leak and/or a leak from above condition in any room of the house that coincides with a mold condition, whether it is identified prior to conversion or during the moisture intrusion investigation.

B. Work Order Close-Out – Required Documentation

1. Photos of mold and/or leak condition prior to work: Photos by the PACT Partner, NYCHA, or the mold assessor are acceptable.
2. Moisture Intrusion Investigation: Investigation performed to determine if there are moist building materials and/or potentially elevated concentrations of microbial growth, performed by a Licensed Mold Assessor if required for Mold Projects by Local Law.
3. Photos of condition after work: Photos by the PACT Partner, NYCHA, the mold assessor, and/or the contractor performing repairs are acceptable.
4. Proof of repair: includes any one (1) or more of the following as proof that repair work was done to resolve the condition:
 - a. Copy of PACT Partner work order – should indicate the root cause and any work performed by PACT Partner’s staff to remediate the issue.
 - b. Copy of invoice(s) from contractor or staff doing repairs – should clearly show the location of the repairs and indicate what work was required (root cause investigation, plumbing, sheetrock, plastering, painting, etc.)
5. Post-remediation Verification (“PRV”): Investigation performed by a Licensed Mold Assessor to determine if mold remediation was successful, if required for Mold Projects by Local Law.
6. Proof of lead Renovation, Repair, and Paint (“RRP”) certifications, if applicable– proof of lead renovator certifications for contractor and/or employees performing work may be required if the work involves disturbing lead paint.

C. Special Circumstances – Required Documentation

1. **Resident Not Home** - Documentation of at least three access attempts: Documentation indicating the dates, times, and methods of attempting to schedule access to the apartment. The documentation should also show what stage of the process that the resident became inaccessible. For example, if the resident is unreachable to provide access to the apartment for a PRV, then all the documentation prior to the PRV (i.e. photos prior to work, moisture intrusion investigation document, proof of remediation, and photos after work was completed) would need to be submitted to resolve the work order.

NOTE: If the resident is unreachable to take photos of the initial leak and/or mold condition and no work can continue, a certified letter must be sent to the resident, with proof of the mailing included.

2. **Resident Refuses Work** - Signed statement from the resident: A document signed and dated by the resident that confirms work is being refused at any stage of the process. For example, if the initial moisture intrusion investigation is refused, the letter should indicate that this step was refused, and no further documentation would be expected. If a PRV is refused, then all the documentation prior to the PRV (i.e. photos prior to work, moisture intrusion investigation document, proof of remediation, and photos after work was completed) would need to be submitted to resolve the work order.



NEW YORK CITY HOUSING AUTHORITY
OFFICE OF THE EVP FOR REAL ESTATE DEVELOPMENT
90 CHURCH STREET • NEW YORK, NY 10007
TEL: (212) 306-3000 • nyc.gov/nycha

December 10, 2025

Hailey Sarage
RBEC1, LLC
c/o The Related Companies
30 Hudson Yards, Flr 73
New York, NY 10001

Re: Environmental Investigation/Remedial Work

Dear Ms. Sarage:

This letter confirms that RBEC1, LLC, solely owned by Elliott Fulton, LLC, will have the right to enter certain real property designated on the New York City Tax Map for New York County as Block 724, Lot 10 (the "Replacement Building Site"), pursuant to the License Agreement between the New York City Housing Authority ("NYCHA") and Elliott Fulton, LLC dated April 22, 2025, as amended and as may be further amended, or pursuant to a ground lease of the Replacement Building Site to RBEC1, LLC to be entered into with NYCHA for the contemplated project, in order to implement environmental investigation or remedial work.

Subject to the Permanent Affordability Commitment Together ("PACT") program and the United States Department of Housing and Urban Department requirements, and removal of any legal impediments should they exist, the New York City Housing Authority ("NYCHA") will consent to the recording of an environmental easement, in a form approved by NYCHA and the New York State Department of Environmental Conservation ("NYSDEC"), if such easement is required by the NYSDEC in connection with the New York State Brownfield Cleanup Program remediation of the Property.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Gouveia".

Jonathan Gouveia
Executive Vice-President and Chief Real Estate Officer
New York City Housing Authority

ATTACHMENT J
SECTION XII: CONTACT LIST INFORMATION

Item 1 – Chief Executive Officer and Planning Board

Chief Executive Officer

Mayor Eric Adams
City Hall
260 Broadway Avenue
New York, NY 10007

New York City Planning Commission

Dan Garodnick, Chairperson
Department of City Planning
120 Broadway, 31st Floor
New York, NY 10271

Borough of Manhattan, Planning and Development, Borough President

Mark D. Levine
1 Centre Street, 19th Floor
New York, NY 10007

New York City Office of Environmental Remediation

Shaminder Chawla, Director
253 Broadway, 14th Floor
New York, NY 10038

Item 2 – Residents, Owners, and Occupants of the Property and Adjacent Properties

The site is improved with a 14-story New York City Housing Authority (NYCHA) residential apartment building with a full cellar, 96 apartment units, a ground floor daycare, and an attached two-story commercial building containing a community center. The southern part of the site is improved with a playground and pedestrian walkways. The contact information of the current site owners is:

Matthew Charney, AIA – Vice President,
Design and Construction
NYCHA
90 Church Street
New York, NY 10007
212-306-4016

Adjacent properties include:

Open Space & Outdoor Recreation
New York, NY 10001

Owner: NYC Department of Parks and Recreation

Residential Building
264 Tenth Avenue
New York, NY 10001

Owner: NYC Housing Authority

Residential Building
288 Tenth Avenue
New York, NY 10001

Owner: NYC Housing Authority

Residential Building
407 West 25th Street
New York, NY 10001

Owner: NYC Housing Authority

Residential Building
427 West 26th Street
New York, NY 10001

Owner: NYC Housing Authority

Item 3 – Local News Media

Chelsea Now
15 MetroTech Center
Brooklyn, NY 11201

Item 4 – Public Water Supply

The responsibility for supplying water in NYC is shared between the NYC Department of Environmental Protection (NYCDEP), the Municipal Water Finance Authority, and the New York City Water Board:

New York City Department of Environmental Protection

Rohit T. Aggarwala, Commissioner
59-17 Junction Boulevard
Flushing, NY 11373

New York City Municipal Water Finance Authority

255 Greenwich Street, 6th Floor
New York, NY 10007

New York City Water Board

Department of Environmental Protection
59-17 Junction Boulevard, 8th Floor
Queens, NY 11373

Item 5 – Request for Contact

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

Item 6 – Schools and Day Care Facilities

A daycare facility and community center with children's programs and youth education support programs are located on the site. No other sensitive receptors are located on the site. Sensitive receptors, as defined in DER-10, within a half-mile of the site include those listed below:

Number	Name (Approximate distance from site)	Address
1	P.S. 33 Chelsea Prep (about 0.04 miles east of the site)	281 Ninth Avenue New York, NY 10001
2	Avenues: The World School (about 0.08 miles southwest of the site)	259 Tenth Avenue New York, NY 10001
3	Manhattan Schoolhouse (about 0.10 miles northwest of the site)	507 West 28 th Street #1412 New York, NY 10001
4	Penn South Social Services (about 0.11 miles east of the site)	290A Ninth Avenue New York, NY 10001
5	Church of the Holy Apostles (about 0.12 miles northeast of the site)	296 Ninth Avenue New York, NY 10001
6	Avenues: The World School Science/Design/Arts and Early Learning Center (about 0.16 miles west of the site)	536 West 26 th Street New York, NY 10001
7	Manor Community Church (about 0.16 miles east of the site)	350 West 26 th Street New York, NY 10001
8	St. Eleftherios' Greek Orthodox Church (about 0.17 miles southeast of the site)	359 West 24 th Street #361 New York, NY 10011
9	Bright Horizons at Hudson Yards (about 0.19 miles northwest of the site)	529A West 29 th Street New York, NY 10001
10	CityMD Chelsea Urgent Care – Manhattan (about 0.20 miles south of the site)	400 West 23 rd Street New York, NY 10011
11	Chelsea Nanny (about 0.21 miles southeast of the site)	341 West 24 th Street New York, NY 10011
12	Guardian Angel Roman Catholic Church (about 0.27 miles south of the site)	193 Tenth Avenue New York, NY 10011
13	Mount Sinai Doctors – West 23 rd Street (about 0.28 miles southeast of the site)	309 West 23 rd Street New York, NY 10011
14	Neighborhood Church of Greenwich Village (about 0.30 miles southeast of the site)	315 West 22 nd Street New York, NY 10011
15	Bright Horizons at Chelsea (about 0.31 miles southeast of the site)	258 West 26 th Street New York, NY 10001
16	San Jose Day Nursery Inc. (about 0.32 miles south of the site)	432 West 20 th Street New York, NY 10011
17	Atlas School/Atlas Foundation for Autism (about 0.33 miles east of the site)	252 West 29 th Street New York, NY 10001

Number	Name (Approximate distance from site)	Address
18	P.S. 11 Sarah J. Garnet School (about 0.34 miles southeast of the site)	320 West 21 st Street New York, NY 10011
19	High School of Fashion Industries (about 0.37 miles southeast of the site)	225 West 24 th Street New York, NY 10011
20	Go Beyond Family Day Care (about 0.46 miles east of the site)	178 West 27 th Street, Suite 527 New York, NY 10012
21	The Learning Experience – Hudson Yards (about 0.46 miles north of the site)	417 West 35 th Street New York, NY 10001

Item 7 – Document Repository

The location and contacts for the document repositories for the project are provided below. Signed letters from each of the repositories acknowledging that they agree to act as document repositories for the project are included in this attachment.

New York Public Library – Muhlenberg Library

209 West 23rd Street
New York, NY 10011
718- 773-1180

Manhattan Community Board 4

Jessie Bodine, District Manager
424 W. 33rd Street, Suite 580
Manhattan, NY 10001
Phone: 212-736-4536

21 August 2025

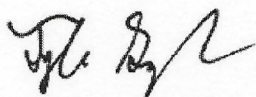
Muhlenberg Library
209 West 23rd Street
New York, NY 10001
212-924-1585

**RE: Brownfield Cleanup Program Application
RBEC1
441 West 26th Street
p/o Block 724, Lot 10
New York, New York 10001**

To Whom it May Concern:

We represent Elliott Fulton LLC for their anticipated New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) application for the above-referenced development project in New York, New York. It is a NYSDEC requirement that we supply them a letter certifying that the local library is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. Please sign below and return if you are able to certify that the Muhlenberg Library will be willing and able to act as the temporary public repository for this BCP project.

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

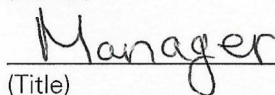


Tyler Goodnough
Senior Staff Scientist

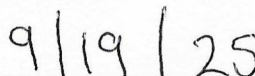
Yes, the Muhlenberg Library is willing and able to act as a public repository on behalf of Elliott Fulton LLC in the cleanup of the RBEC1 project under the NYSDEC BCP.



(Name)



(Title)



(Date)

21 August 2025

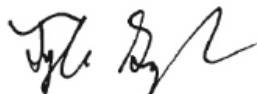
Jesse Bodine, District Manager
Manhattan Community Board 4
424 W. 33rd Street, Suite 580
New York, NY 10001
212-736-4536

**RE: Brownfield Cleanup Program Application
RBEC1
441 West 26th Street
p/o Block 724, Lot 10
New York, New York 10001**

To Mr. Bodine:

We represent Elliott Fulton LLC for their anticipated New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) application for the above-referenced development project in New York, New York. It is a NYSDEC requirement that we supply them a letter certifying that the local community board is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. Please sign below and return if you are able to certify that your community board will be willing and able to act as the temporary public repository for this BCP project.

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



Tyler Goodnough
Senior Staff Scientist

Yes, the Manhattan Community Board 4 is willing and able to act as a public repository on behalf of Elliott Fulton LLC in the cleanup of the RBEC1 project under the NYSDEC BCP.

Jesse Bodine
(Name)

9/17/25
(Date)

District Manager
(Title)