



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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? Yes No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

The existing Site consists of Lots 1, 54, and 55. At the time of application to the BCP, Lot 53 was proposed for inclusion but was not ultimately included in the Site because of insufficient sampling data demonstrating eligibility. During remedial investigation activities, PCE and lead were found on Lot 53 (See attached Exhibit A, Sampling Results). Therefore, the Applicant is now proposing to add Lot 53 to the BCA.

Additionally, this BCA Amendment requests addition of a new Volunteer Requestor, Louzoun Enterprises, Inc. d/b/a Queensboro Toyota.

Please refer to the attached instructions for guidance on filling out this application

Section I. Existing Agreement Information		
BCP SITE NAME: Queensboro Toyota		BCP SITE NUMBER: C241187
NAME OF CURRENT APPLICANT(S): 62-10 Northern Boulevard LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C241187-11-16 DATE OF EXISTING AGREEMENT: 2/16/17		
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME Louzoun Enterprises, Inc. d/b/a Queensboro Toyota		
ADDRESS 21-10 Northern Boulevard		
CITY/TOWN Woodside NY		ZIP CODE 11377
PHONE 646-249-0190	FAX	E-MAIL queensboro@earthlink.net
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. See Exhibit B 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Albert Louzoun		
ADDRESS 21-10 Northern Boulevard		
CITY/TOWN Woodside NY		ZIP CODE 11377
PHONE 646-249-0190	FAX	E-MAIL queensboro@earthlink.net
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Paul Stewart		
ADDRESS Advanced Cleanup Technologies, Inc. 110 Main St., Suite 103		
CITY/TOWN Port Washington, NY		ZIP CODE 11050
PHONE 516-441-5800 x103	FAX	E-MAIL pauls@act.earth
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Michael Bogin		
ADDRESS Sive, Paget & Riesel P.C., 560 Lexington Avenue, 15th Fl.		
CITY/TOWN New York, NY		ZIP CODE 10022
PHONE 212-421-2150	FAX	E-MAIL mbogin@sprlaw.com
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? See Exhibit C <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant: Requestor is the current operator of the site.		

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Are there any unregistered bulk storage tanks on-site which require registration? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

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

VOLUNTEER

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

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

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

Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other current operator

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? Yes No See Exhibit E

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

ADDRESS 62-10 Northern Boulevard

CITY/TOWN Woodside, New York

ZIP CODE 11377

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
62-10 Northern Boulevard, Woodside NY, 11377		4	1185	1	1.05
62-10 Northern Boulevard (Southern Portion), Woodside NY, 11377		4	1185	55	0.0574
62-10 Northern Boulevard (Southern Portion), Woodside NY, 11377		4	1185	54	0.115

Check appropriate boxes below:

Changes to metes and bounds description or TBL correction

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

Approximate acreage added: 0.0574

See Figure A

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
62-10 Northern Boulevard, Woodside NY, 11377		4	1185	53	0.0574

Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016:	
(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.	
(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.	
(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.	
(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.	


PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Queensboro Toyota	BCP SITE NUMBER: C241187
NAME OF CURRENT APPLICANT(S): 62-10 Northern Boulevard LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C241187-11-16	
EFFECTIVE DATE OF EXISTING AGREEMENT: 02-16-17	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Authorized Signatory</u>) of (entity <u>Louzoun Enterprises, Inc.</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>My</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>9/17/20</u> Signature: </p> <p>Print Name: <u>Albert Louzoun</u></p>

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 62-10 Northern Boulevard LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/17/2021 Signature: 

Print Name: Albert Louzoun

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: February 16, 2017

Signature by the Department:

DATED: March 11, 2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

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

SUBMITTAL INFORMATION:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:

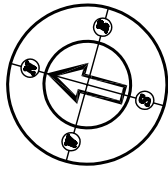
Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

FIGURE A - SITE BOUNDARY DIAGRAM



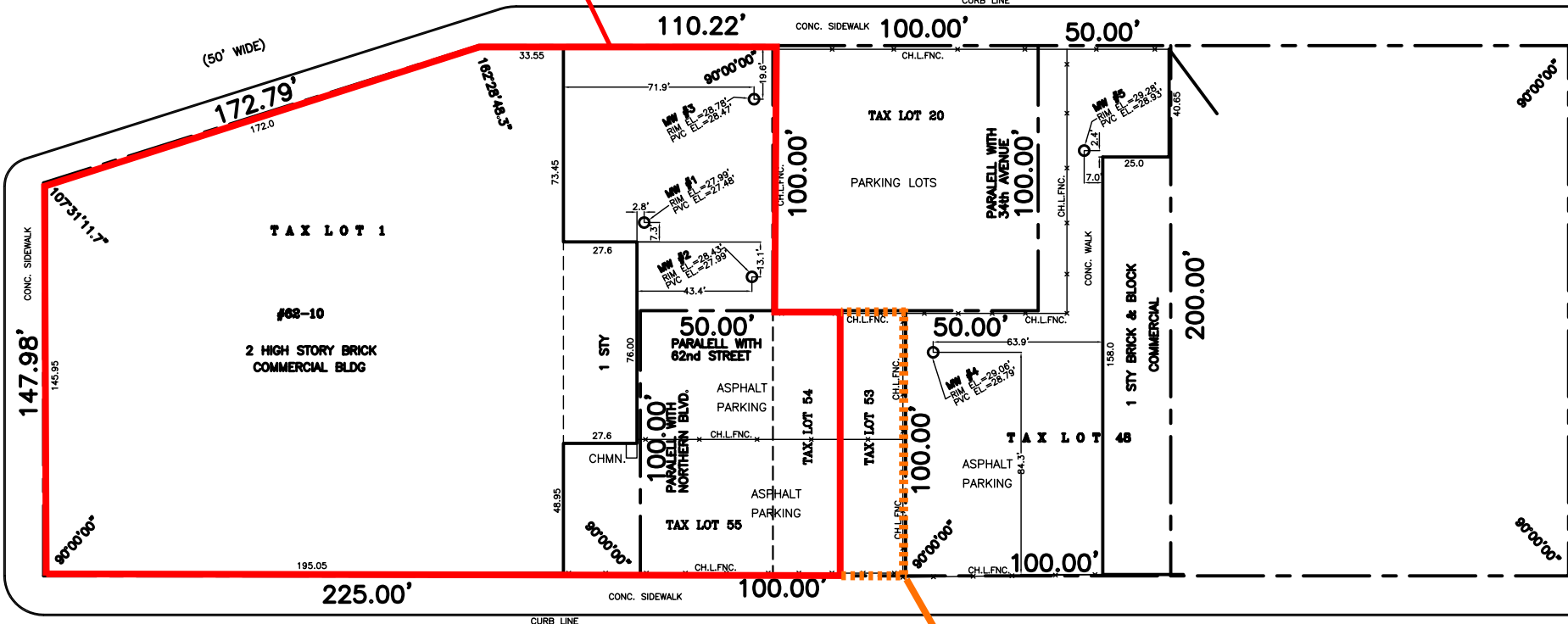
CURRENT SITE BOUNDARY

64th (60' WIDE) STREET

ASPHALT PAVEMENT

CURB LINE

NORTHERN (100' WIDE) BOULEVARD



62th (60' WIDE) STREET

ASPHALT PAVEMENT

PROPOSED SITE BOUNDARY

GENERAL NOTES

ALL ELEVATIONS SHOWN ARE REFERRED TO THE DATUM OF THE BOROUGH OF QUEENS, WHICH IS 2.725 FEET ABOVE U.S.COAST AND GEODETIC SURVEY DATUM AT SANDY HOOK

Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be valid true copies.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

Certification indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owner.

SURVEY OF THE PROPERTY LOCATED AT:

**#62-10 NORTHERN BOULEVARD, JACKSON HEIGHTS
NEW YORK, QUEENS COUNTY, BLOCK 1185, LOTS 1, 48.**

REVISIONS DESCRIPTION	PREPARED BY	DATE	FILE	CERTIFY TO:
1. MONITORING WELLS SURVEY	AS CO.	04-28-06	ASC-06098	

SURVEYED ON APRIL 28, 2006 BY ANWARUZE JUSEKA, P.L.S. (EVS L.L.C. 06098)		ORDERED BY: ADVANCED CLEANUP TECHN.
AREK SURVEYING COMPANY 50 EAST BEVERLY PARKWAY VALLEY STREAM, NEW YORK 11580 TEL: (516) 792-8676	SCALE: 1" = 30' JOB No. ASC-06098	

SB-22 (0-2.5') 2/26/2019	
PCE	120
TCE	1.6
SB-22 (2.5-5') 2/26/2019	
PCE	23

ASB-11 (2-2.5') 12/13/2014	
PCE	6.8

ASB-12 (2-2.5') 12/13/2014	
PCE	3.9

SB-12 (1-3') 2/20/2019	
PCE	26
TCE	16
c12-DCE	4.4

SB-23 (0-2.5') 2/26/2019	
PCE	1.4

SB-20 (0-2') 2/21/2019	
PCE	3.1
SB-20 (8-10') 2/21/2019	
PCE	2.6

SB-26 (0-2.5') 2/26/2019	
PCE	160
TCE	9.4
SB-26 (2.5-5') 2/26/2019	
PCE	7

ASB-13 (2-2.5') 12/13/2014	
PCE	5.3

SB-10 (1-3') 2/21/2019	
PCE	4.2

ASB-1 (2-2.5') 7/12/2014	
PCE	140
ASB-1 (12.5') 7/12/2014	
PCE	20

SB-25 (0-2.5') 2/27/2019	
PCE	110
SB-25 (2.5-5') 2/27/2019	
PCE	5.5

ASB-2 (2-2.5') 7/12/2014	
PCE	1.7
ASB-2 (12.5') 7/12/2014	
PCE	3.8
ASB-2 (18') 7/12/2014	
PCE	5.7

ASB-10 (2-2.5') 12/13/2014	
PCE	4
ASB-10 (5-5.5') 12/13/2014	
PCE	5.6
ASB-10 (12-12.5') 12/13/2014	
PCE	11.0
ASB-10 (17.5-18') 12/13/2014	
PCE	150.0
TCE	3.4
ASB-10 (21.5-22') 12/13/2014	
PCE	8.9

SB-19 (1-3') 2/20/2019	
VC	0.069

SB-21 (2.5-5') 2/26/2019	
PCE	1.5

SB-24 (0-2.5') 2/27/2019	
PCE	1.7
SB-24 (2.5-5') 2/27/2019	
PCE	35

SB-17 (2-4') 2/21/2019	
PCE	17

ASB-5 (1-1.5') 7/13/2014	
PCE	12
ASB-5 (12.5-13') 7/13/2014	
PCE	2.9
ASB-5 (15-15.5') 7/13/2014	
PCE	13

ASB-4 (1-1.5') 7/13/2014	
PCE	6

ASB-3 (2-2.5') 7/13/2014	
PCE	130
TCE	17

Legend

- AOC-1 Soil Boring
- AOC-2 Soil Boring
- AOC-3 Soil Boring
- AOC-4 Shallow Soil Boring
- DEC Soil Boring

Note:

PCE: Tetrachoroethylene
TCE: Trichloroethylene
c12-DCE: cis-1,2 Dichloroethylene
VC: Vinyl Chloride

Unit: mg/kg

Yellow Highlight Indicates an Exceedance above
NYSDEC Part 375 Restricted Use Soil Cleanup
Objectives-Protection of GW

Orange Highlight Indicates an Exceedance above
NYSDEC Part 375 Restricted Use Soil Cleanup
Objectives-Commercial

NORTHERN BOULEVARD

62ND STREET

64TH STREET



**COC EXCEEDANCES IN
SOIL SPIDER DIAGRAM**

Advanced Cleanup Technologies, Inc.
ENVIRONMENTAL CONSULTANTS

110 Main Street, Suite 103, Port Washington, New York 11050
Tel: 516-441-5800 Fax: 516-441-5511

Project No.: 4091-JHNY	Figure No.: 7
Date: 01/29/2020	Scale: Not To Scale

MW-13		
Compound	Standard	Result
No Exceedances		

MW-14		
Compound	Standard	Result
11-DCE	5	8.9
c12-DCE	5	2,200
PCE	5	800
t12-DCE	5	28
TCE	5	250
VC	2	100

MW-15		
Compound	Standard	Result
111-TCA	5	9.9
c12-DCE	5	1,100
PCE	5	1,900
t12-DCE	5	14
TCE	5	1,300
VC	2	53

MW-16		
Compound	Standard	Result
c12-DCE	5	28
PCE	5	3,400
TCE	5	140

MW-19		
Compound	Standard	Result
c12-DCE	5	66
PCE	5	12,000
TCE	5	110

MW-18		
Compound	Standard	Result
111-TCA	5	5.7
c12-DCE	5	94
PCE	5	2,600
TCE	5	130

MW-17		
Compound	Standard	Result
111-TCA	5	7.1
PCE	5	1,400
TCE	5	220

MW-12		
Compound	Standard	Result
c12-DCE	5	9.6
PCE	5	27
TCE	5	47

MW-11		
Compound	Standard	Result
111-TCA	5	6.8
c12-DCE	5	53
PCE	5	21
TCE	5	28

MW-10		
Compound	Standard	Result
c12-DCE	5	7.3
PCE	5	460
TCE	5	31

MW-20		
Compound	Standard	Result
c12-DCE	5	260
PCE	5	8,000
t12-DCE	5	5.2
TCE	5	260



Notes

All values in ug/L

All Samples Collected 4/3/19 or 4/4/19

Compared to NYSDEC TOGS Standards and Guidance Values -GA



Legend

- AOC-1 Soil Boring / Monitoring Well
- AOC-2 Soil Boring / Monitoring Well
- AOC-3 Soil Boring / Monitoring Well

Compounds

111-TCA= 1,1,1-Trichloroethane

11-DCE= 1,1-Dichloroethylene

c12-DCE= cis-1,2-Dichloroethylene

PCE= Tetrachloroethylene

t12-DCE= trans-1,2-Dichloroethylene

TCE= Trichloroethylene

VC= Vinyl Chloride

Contaminants of Concern Exceedances in Groundwater Spider Diagram

Advanced Cleanup Technologies, Inc.
ENVIRONMENTAL CONSULTANTS

110 Main Street, Suite 103, Port Washington, New York 11050
Tel: 516-441-5800 Fax: 516-441-5511

Project No.: 4091-JHNY Figure No.: 15

Date: 02/04/2020 Scale: Not to Scale

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 19, 2020.

Selected Entity Name: LOUZOUN ENTERPRISES, INC.

Selected Entity Status Information

Current Entity Name: LOUZOUN ENTERPRISES, INC.

DOS ID #: 139469

Initial DOS Filing Date: JULY 11, 1961

County: QUEENS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

LOUZOUN ENTERPRISES, INC.
62-10 NORTHERN BLVD
WOODSIDE, NEW YORK, 11377

Chief Executive Officer

ALBERT LOUZOUN
62-10 NORTHERN BLVD
WOODSIDE, NEW YORK, 11377

Principal Executive Office

LOUZOUN ENTERPRISES, INC.
62-10 NORTHERN BLVD
WOODSIDE, NEW YORK, 11377

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or

directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 26, 1996	Actual	LOUZOUN ENTERPRISES, INC.
FEB 26, 1970	Actual	QUEENSBORO TOYOTA, INC.
JUL 11, 1961	Actual	AUTO-FRANCE SERVICE, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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CORPORATE RESOLUTION

The undersigned, being the General Manager of Louzoun Enterprises, Inc. d/b/a/ Queensboro Toyota, a New York corporation (the "Corporation"), does hereby consent to and adopt the following resolutions:

WHEREAS, the Corporation is the operator of certain real property located at 62-10 Northern Boulevard, Woodside, New York 11377, Section 4, Block 1185, Lots 1, 53, 54, and 55 (the "Property");

WHEREAS, the Property is enrolled in the New York State Department of Environmental Conservation Brownfield Cleanup Program (the "BCP"), site C241187; and


WHEREAS, the Corporation desires to enter into a Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized and directed to execute and deliver any and all documents in connection with the Agreement, including an environmental easement and any other documents deemed necessary in substantial accordance with this Resolution.

AND BE IT FURTHER RESOLVED, that the Corporation hereby authorizes and directs ALBERT LOUZOUN, as authorized signatory (the "Authorized Signatory") to acknowledge, execute and deliver for and on behalf of the Corporation, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including but not limited to, the Agreement and any required environmental easement for the Property, and to take such additional actions as he deems desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

AND BE IT FURTHER RESOLVED, that any and all lawful action taken in good faith by the Authorized Signatory prior to the date hereof on behalf of the Corporation and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the Corporation as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the Corporation for all purposes.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent in the capacity noted below as of this 14th day of ~~August~~ October 2020.



Louzoun Enterprises, Inc.
By: Al Louzoun
Title: GM

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 14th day of ~~August~~ ^{October} 2020, by and between 62-10 Northern Boulevard LLC ("**Grantor**"), and Louzoun Enterprises, Inc., d/b/a Queensboro Toyota ("**Grantee**").

WHEREAS, Grantor owns the real property located at 62-10 Northern Boulevard, Woodside, Queens, New York, together with the building and improvements thereon ("**Grantor's Property**"); and

WHEREAS, Grantor's Property has been accepted into the New York State Brownfield Cleanup Program ("**BCP**"); and

WHEREAS, Grantee may require access to Grantor's Property to carry out investigatory, remedial and other related tasks required by the BCP (collectively, the "**Work**"); and

WHEREAS, Grantor desires to grant Grantee such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants reasonable access and a license upon, into, under or through Grantor's Property for the purpose of the entry thereon by Grantee, its agents, employees, architects, engineers, contractors and consultants (collectively, the "**Grantee Related Parties**" and each a "**Grantee Related Party**"), vehicles, equipment and materials required by Grantee to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantee and the New York State Department of Environmental Conservation.

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantor's Property during the performance of the Work. The performance of the Work will not interfere unreasonably with the quiet enjoyment of Grantor's Building by the tenants thereof. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantee's exercise of its rights hereunder.


3. Upon completion of the activities requiring access to Grantor's Property, Grantee and/or Grantee Related Parties shall promptly remove all materials and restore Grantor's Property substantially to the condition it was in prior to such activities, subject to any required institutional controls.


4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee and is effective as of the date set forth above.

GRANTOR:
62-10 NORTHERN BOULEVARD LLC

GRANTEE:
LOUZOUN ENTERPRISES, INC.
d/b/a QUEENSBORO TOYOTA

By: 
Name: Albert Louzoun
Title: *Executo*

By: 
Name: Albert Louzoun
Title: *GM*