



Brownfield Cleanup Program Application

4 Fulton Square
35-32 College Point Boulevard
Flushing, New York 11354

February 24, 2022

Prepared for:

3532 CPB LLC
37-12 Prince Street, PH2A
Flushing, New York 11354

Prepared by:

**Roux Environmental Engineering
and Geology, D.P.C.**
209 Shafter Street
Islandia, New York 11749



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

DEC requires an application to request major changes to the description of the property set forth in a Brownfield Cleanup Agreement, or "BCA" (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). Such application must be submitted and processed in the same manner as the original application, including the required public comment period. **Is this an application to amend an existing BCA?**

☐ Yes

☒ No

If yes, provide existing site number: _____

PART A (note: application is separated into Parts A and B for DEC review purposes) *BCP App Rev 12*

Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY
BCP SITE #:

NAME 3532 CPB LLC

ADDRESS 37-12 Prince Street, PH2A

CITY/TOWN Flushing

ZIP CODE 11354

PHONE 718-713-0236

FAX

E-MAIL paul.teng@fandtgroup.com

Is the requestor authorized to conduct business in New York State (NYS)?

☒ Yes ☐ No

- If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the [NYS Department of State's Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to the New York State Department of Environmental Conservation (DEC) with the application to document that the requestor is authorized to do business in NYS. **Please note:** If the requestor is an LLC, the members/owners names need to be provided on a separate attachment. **Appendix A**

Do all individuals that will be certifying documents meet the requirements detailed below? ☒ Yes ☐ No

- Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of [DER-10: Technical Guidance for Site Investigation and Remediation](#) and Article 145 of New York State Education Law. **Documents that are not properly certified will be not approved under the BCP.**

Section II. Project Description **Appendix B**

1. What stage is the project starting at?

☒ Investigation

☐ Remediation

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

2. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): ☐ Yes ☐ No **Not Applicable**

3. Please attach a short description of the overall development project, including:

- the date that the remedial program is to start; and
- the date the Certificate of Completion is anticipated.

Section III. Property's Environmental History Appendix C

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

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do not submit paper copies of supporting documents.**

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

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

*Please describe: 1,4-Dioxane, PFOS, PFOA

3. FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:

- SAMPLE LOCATION See Figures 5, 6, and 7
- DATE OF SAMPLING EVENT
- KEY CONTAMINANTS AND CONCENTRATION DETECTED
- FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE
- FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5
- FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED.

ARE THE REQUIRED MAPS INCLUDED WITH THE APPLICATION?*

(*answering No will result in an incomplete application)

☒ Yes ☐ No

4. INDICATE PAST LAND USES (CHECK ALL THAT APPLY):

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Coal Gas Manufacturing | <input checked="" type="checkbox"/> Manufacturing | <input type="checkbox"/> Agricultural Co-op | <input type="checkbox"/> Dry Cleaner |
| <input checked="" 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: asphalt plant, coal and wood yard, scrap recycling, masonry yard, lumber yard, construction material staging

Section IV. Property Information - See Instructions for Further Guidance Appendix D				
PROPOSED SITE NAME 4 Fulton Square				
ADDRESS/LOCATION 35-32 College Point Boulevard				
CITY/TOWN Flushing		ZIP CODE 11354		
MUNICIPALITY(IF MORE THAN ONE, LIST ALL): New York City				
COUNTY Queens		SITE SIZE (ACRES) 0.93		
LATITUDE (degrees/minutes/seconds) 40 ° 45 ' 42.9 "		LONGITUDE (degrees/minutes/seconds) 73 ° 50 ' 09.4 "		
Complete tax map information for all tax parcels included within the proposed site boundary. If a portion of any lot is proposed , please indicate as such by inserting "P/O" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding far right column. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.				
Parcel Address		Section No.	Block No.	Lot No. Acreage
35-32 College Point Boulevard, Flushing, NY			4963	212 0.93
1. Do the proposed site boundaries correspond to tax map metes and bounds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please attach an accurate map of the proposed site. See Figure 3				
2. Is the required property map attached to the application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (application will not be processed without map) See Figure 2				
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <div style="text-align: right;">If yes, identify census tract : <u>871</u></div> <div>Percentage of property in En-zone (check one): <input type="checkbox"/> 0-49% <input type="checkbox"/> 50-99% <input checked="" type="checkbox"/> 100%</div>				
4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, identify name of properties (and site numbers if available) in related BCP applications: _____				
5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Has the property previously been remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach relevant supporting documentation. <div style="border: 1px solid red; padding: 2px; display: inline-block; color: red; font-size: small;">Portion of the property had been remediated to close Spill No.8705123. NYSDEC approval of Spill Closure is provided in Appendix D.</div>				
7. Are there any lands under water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, these lands should be clearly delineated on the site map.				

Section IV. Property Information (continued)

8. Are there any easements or existing rights of way that would preclude remediation in these areas?
If yes, identify here and attach appropriate information. ☐ Yes ☒ No

Easement/Right-of-way Holder

Description

9. List of Permits issued by the DEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

10. Property Description and Environmental Assessment – **please refer to application instructions for the proper format of each narrative requested.**

Are the Property Description and Environmental Assessment narratives included in the **prescribed format**?

☒ Yes ☐ No

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

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

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

12. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down? ☐ Yes ☒ No

13. If you have answered Yes to Question 12, above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application? ☐ Yes ☐ No

NOTE: If a tangible property tax credit determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: _____

BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)

Section V. Additional Requestor Information See Instructions for Further Guidance		DEC USE ONLY BCP SITE NAME: _____ BCP SITE #: _____	
NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE Paul Teng / 3532 CPB LLC			
ADDRESS 37-12 Prince Street, PH2A			
CITY/TOWN Flushing		ZIP CODE 11354	
PHONE 718-713-0236	FAX	E-MAIL paul.teng@fandtgroup.com	
NAME OF REQUESTOR'S CONSULTANT Sin Senh, P.G. / Roux Environmental Engineering and Geology, D.P.C.			
ADDRESS 209 Shafter Street			
CITY/TOWN Islandia		ZIP CODE 11749	
PHONE 631-232-2600	FAX	E-MAIL ssenh@rouxinc.com	
NAME OF REQUESTOR'S ATTORNEY Michael Bogin / Sive, Paget & Riesel, P.C.			
ADDRESS 560 Lexington Avenue, 15th Floor			
CITY/TOWN New York		ZIP CODE 10022	
PHONE 646-378-7210 or 917-626-1656	FAX	E-MAIL mbogin@sprlaw.com	
Section VI. Current Property Owner/Operator Information – if not a Requestor			
CURRENT OWNER'S NAME		OWNERSHIP START DATE:	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
CURRENT OPERATOR'S NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".			
IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER.			
Section VII. Requestor Eligibility Information (Please refer to ECL § 27-1407) Appendix F			
If answering "yes" to any of the following questions, please provide an explanation as an attachment.			
1. Are any enforcement actions pending against the requestor regarding this site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Section VII. Requestor Eligibility Information (continued)

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

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

☐ PARTICIPANT

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

☒ VOLUNTEER **Appendix F**

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

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

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

Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

☐ Previous Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted**. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?

☐ Yes ☐ No

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

Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment. ☐ Yes ☒ No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305? ☐ Yes ☒ No
If yes, please provide: Site # _____ Class # _____
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? ☐ Yes ☒ No
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____
4. If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation. **Not Applicable** ☐ Yes ☐ No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?
If yes, please provide: Order # _____ ☐ Yes ☒ No
Refer to Appendix F, prior 2016 Consent Order has been satisfied by former Site owner as reflected by the Spill Closure.
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?
If yes, please provide explanation as an attachment. ☐ Yes ☒ No

Section IX. Contact List Information Appendix G

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

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

Section X. Land Use Factors

1. What is the current municipal zoning designation for the site? M1-2/R7-1

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

☒ Residential ☒ Commercial ☒ Industrial

If zoning change is imminent, please provide documentation from the appropriate zoning authority.

2. Current Use: ☐ Residential ☐ Commercial ☒ Industrial ☐ Vacant ☐ Recreational (check all that apply)

Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.

3. Reasonably anticipated use Post Remediation: ☒ Residential ☒ Commercial ☐ Industrial (check all that apply) **Attach a statement detailing the specific proposed use.**

If residential, does it qualify as single family housing?

☐ Yes ☒ No

4. Do current historical and/or recent development patterns support the proposed use?

☒ Yes ☐ No

See attached Appendix H.

5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.

☒ Yes ☐ No

See attached Appendix H.

6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.

☒ Yes ☐ No

See attached Appendix H.

XI. 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 the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____

Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am Managing Member (title) of 3532 CPB LLC (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree: (1) to execute a BCA within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Date: 12/20/2021

Signature: X 

Print Name: Sunny Chiu

SUBMITTAL INFORMATION:

- **Two (2)** copies, one paper copy of the application form with original signatures and table of contents, and one complete electronic copy in final, non-fillable Portable Document Format (PDF), must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway
 - Albany, NY 12233-7020

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

FOR DEC USE ONLY

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

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City ONLY. Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a) must be submitted if requestor is seeking this determination.

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Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)? Please see DEC's website for more information.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2. Is the property upside down or underutilized as defined below?	Upside Down? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Underutilized? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p> <p>From 6 NYCRR 375-3.2(I) as of August 12, 2016: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)</p> <p>375-3.2:</p> <p>(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and</p> <p>(1) the proposed use is at least 75 percent for industrial uses; or</p> <p>(2) at which:</p> <p>(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;</p> <p>(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and</p> <p>(iii) one or more of the following conditions exists, as certified by the applicant:</p> <p>(a) property tax payments have been in arrears for at least five years immediately prior to the application;</p> <p>(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or</p> <p>(c) there are no structures.</p> <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>	

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

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

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

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

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

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ households annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.

(3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

BCP Application Summary (for DEC use only)

Site Name: 4 Fulton Square
City: Flushing

Site Address: 35-32 College Point Boulevard
County: Queens **Zip:** 11354

Tax Block & Lot
Section (if applicable):

Block: 4963 **Lot:** 212

Requestor Name: 3532 CPB LLC
City: Flushing

Requestor Address: 37-12 Prince Street, PH2A
Zip: 11354 **Email:** paul.teng@fandtgroup.com

Requestor's Representative (for billing purposes)

Name: Paul Teng / 3532 CPB LLC
City: Flushing

Address: 37-12 Prince Street, PH2A
Zip: 11354

Email: paul.teng@fandtgroup.com

Requestor's Attorney

Name: Michael Bogin / Sive, Paget & Riesel, P.C. **Address:** 560 Lexington Avenue, 15th Floor
City: New York

Zip: 10022

Email: mbogin@sprlaw.com

Requestor's Consultant

Name: Sin Senh, P.G. / Roux Environmental Engineering and Geology, D.P.C. **Address:** 209 Shafter Street
City: Islandia

Zip: 11749

Email: ssenh@rouxinc.com

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

DER Determination: ☐ Agree ☐ Disagree

Requestor's Requested Status: ☒ Volunteer ☐ Participant

DER/OGC Determination: ☐ Agree ☐ Disagree
Notes:

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

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

DER/OGC Determination: ☐ Agree ☐ Disagree ☐ Undetermined

Notes:

Does Requestor Claim Property is Underutilized: ☐ Yes ☒ No

DER/OGC Determination: ☐ Agree ☐ Disagree ☐ Undetermined

Notes:

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

DER/OGC Determination: ☐ Agree ☐ Disagree ☐ Undetermined

Notes:

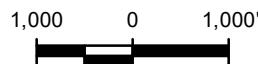
Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

FIGURES

1. Site Location Map
2. Tax Map
3. Existing Conditions
4. Adjacent Property Owners & Surrounding Land Usage
5. Soil Sample Locations and Exceedances
6. Groundwater Sample Locations and Exceedances
7. Soil Vapor Sample Locations and Detections



QUADRANGLE LOCATION



Title:

SITE LOCATION MAP

35-32 COLLEGE POINT BOULEVARD
QUEENS, NEW YORK

Prepared for:

3532 CPB, LLC



Compiled by: K.S.	Date: 10/07/21
Prepared by: M.S.R.	Scale: AS SHOWN
Project Mgr: K.S.	Project: 1633.0003Y002
File: 1633.0003Y114.1.mxd	

FIGURE

1

\\GIS\PROJECTS\1633Y\0003Y\114\1633.0003Y\114.2.MXD



LEGEND

BCP SITE BOUNDARY

NOTE

1. BASEMAP INFORMATION FROM NEW YORK CITY
DEPARTMENT OF INFORMATION AND TECHNOLOGY

50 0 50'

Title:

TAX MAP

35-32 COLLEGE POINT BOULEVARD
QUEENS, NEW YORK

Prepared for:

3532 CPB, LLC

ROUX	Compiled by: K.S.	Date: 10/07/21	FIGURE 2
	Prepared by: M.S.R.	Scale: AS SHOWN	
	Project Mgr: K.S.	Project: 1633.0003Y002	
	File: 1633.0003Y114.2.mxd		



LEGEND

BCP SITE BOUNDARY



Title:

EXISTING CONDITIONS

35-32 COLLEGE POINT BOULEVARD
QUEENS, NEW YORK

Prepared for:

3532 CPB, LLC

	Compiled by: K.S.	Date: 11/01/21	FIGURE 3
	Prepared by: M.S.R.	Scale: AS SHOWN	
	Project Mgr: K.S.	Project: 1633.0003Y002	
	File: 1633.0003Y114.3.mxd		



LEGEND

- BCP SITE BOUNDARY
- COMMERCIAL & OFFICE BUILDINGS
- INDUSTRIAL & MANUFACTURING
- TRANSPORTATION & UTILITY
- VACANT LAND
- LANDUSE UNAVAILABLE

NOTE

1. BASEMAP INFORMATION FROM NEW YORK CITY DEPARTMENT OF INFORMATION AND TECHNOLOGY

50 0 50'

Title:

ADJACENT PROPERTY OWNERS & SURROUNDING LAND USE

35-32 COLLEGE POINT BOULEVARD
QUEENS, NEW YORK

Prepared for:

3532 CPB, LLC

ROUX	Compiled by: K.S.	Date: 10/07/21	FIGURE 4
	Prepared by: M.S.R.	Scale: AS SHOWN	
	Project Mgr: K.S.	Project: 1633.0003Y002	
	File: 1633.0003Y114.4.mxd		

V:\GIS\PROJECTS\1633Y\0003Y\1411633.0003Y114.5.MXD

SB-13	05/07/2021	05/07/2021
Depth (ft bls)	0 - 2	6 - 8
SVOCs		
4-Methylphenol (P-Cresol)	ND	0.37 J
Cresols, M & P	ND	0.37 J

SB-12	05/07/2021	05/07/2021	05/07/2021	05/07/2021
Depth (ft bls)	0 - 2	4 - 6	8 - 10	8 - 10 DUP
VOCs				
Acetone	NE	NE	NE	0.095

SB-11	05/06/2021	05/06/2021
Depth (ft bls)	0 - 2	4 - 6
VOCs	NE	NE
SVOCs	NE	NE
Metals	NE	NE

SB-7	05/06/2021	05/06/2021	05/06/2021
Depth (ft bls)	0 - 2	6 - 8	8 - 10
VOCs			
Acetone	ND	0.051	NE
Metals			
Arsenic	25.7	NE	NE

SB-9	05/06/2021	05/06/2021
Depth (ft bls)	0 - 2	5 - 7
SVOCs		
Benzo(A)Anthracene	1.4	NE
Benzo(A)Pyrene	1.2	NE
Benzo(B)Fluoranthene	1.6	NE
Chrysene	1.3 J	NE
Indeno(1,2,3-C,D)Pyrene	1.2	NE

SB-10	05/06/2021	05/06/2021
Depth (ft bls)	0 - 2	4 - 6
VOCs		
Acetone	2.1	0.096
Benzene	0.14	NE
Cis-1,2-Dichloroethylene	1.4	NE
Methyl Ethyl Ketone (2-Butanone)	2.5	NE
Vinyl Chloride	1.4	0.14
SVOCs		
Benzo(A)Anthracene	6.4	NE
Benzo(A)Pyrene	5.8	NE
Benzo(B)Fluoranthene	7.1	NE
Benzo(K)Fluoranthene	3.2	ND
Chrysene	6.1	NE
Dibenz(A,H)Anthracene	0.34	ND
Indeno(1,2,3-C,D)Pyrene	2.7	ND
Metals		
Arsenic	NE	122
Selenium	NE	10.6

SB-8	05/06/2021	05/06/2021	05/06/2021
Depth (ft bls)	0 - 2	5 - 7	5 - 7 DUP
VOCs			
N-Butylbenzene	ND	ND	18
N-Propylbenzene	ND	ND	17
Sec-Butylbenzene	ND	NE	17
SVOCs			
Benzo(A)Anthracene	3	NE	NE
Benzo(A)Pyrene	2.5	NE	NE
Benzo(B)Fluoranthene	4.2	NE	NE
Chrysene	2.4	NE	NE
Indeno(1,2,3-C,D)Pyrene	1.1	NE	ND

SB-4	05/04/2021	05/04/2021
Depth (ft bls)	0 - 2	4 - 6
VOCs	ND	NE
SVOCs	ND	NE
Metals	NE	NE

SB-6	05/06/2021	05/06/2021	05/06/2021
Depth (ft bls)	0 - 2	5 - 6	8 - 10
VOCs			
Acetone	ND	ND	0.06
N-Butylbenzene	ND	15	NE
N-Propylbenzene	ND	13	NE
Sec-Butylbenzene	ND	14	NE
Xylenes	2.5	NE	ND

SB-5	05/04/2021	05/04/2021	05/04/2021
Depth (ft bls)	0 - 2	4 - 6	8 - 10
VOCs			
Acetone	0.051	NE	NE

LEGEND

- LOCATION OF SOIL BORING
- LOCATION OF SOIL BORING AND GROUNDWATER GRAB SAMPLE
- FORMER MONITORING WELL LOCATION
- SOIL VAPOR POINT/INDOOR AIR SAMPLE
- APPROXIMATE LOCATIONS OF FORMER UNDERGROUND STORAGE TANKS (USTs)
- BCP SITE BOUNDARY

Parameter	NYSDEC Part 375 Restricted Residential SCO	NYSDEC Part 375 Protection of Groundwater SCO	Units
VOCs			MG/KG
Acetone	100	0.05	MG/KG
Benzene	4.8	0.06	MG/KG
Cis-1,2-Dichloroethylene	100	0.25	MG/KG
Methyl Ethyl Ketone (2-Butanone)	100	0.12	MG/KG
N-Butylbenzene	100	12	MG/KG
N-Propylbenzene	100	3.9	MG/KG
Sec-Butylbenzene	100	11	MG/KG
Vinyl Chloride	0.9	0.02	MG/KG
Xylenes	100	1.6	MG/KG
SVOCs			
4-Methylphenol (P-Cresol)	100	0.33	MG/KG
Benzo(A)Anthracene	1	1	MG/KG
Benzo(A)Pyrene	1	22	MG/KG
Benzo(B)Fluoranthene	1	1.7	MG/KG
Benzo(K)Fluoranthene	3.9	1.7	MG/KG
Chrysene	3.9	1	MG/KG
Cresols, M & P	100	0.33	MG/KG
Dibenz(A,H)Anthracene	0.33	1000	MG/KG
Indeno(1,2,3-C,D)Pyrene	0.5	8.2	MG/KG
Metals			
Arsenic	16	16	MG/KG
Lead	400	450	MG/KG
Selenium	180	4	MG/KG
PCBs	NE	NE	MG/KG
Pesticides and Herbicides	NE	NE	MG/KG
PFAS	NE	NE	UG/KG

NOTES

- µG/KG - MICROGRAMS PER KILOGRAM
- DUP - DUPLICATE SAMPLE
- FT BLS - FEET BELOW LAND SURFACE
- J - ESTIMATED VALUE
- MG/KG - MILLIGRAMS PER KILOGRAM
- ND - NO DETECTION
- NE - NO EXCEEDANCE
- NYSDEC - NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
- PCBS - POLYCHLORINATED BIPHENYLS
- PFAS - PER- AND POLYFLUOROALKYL SUBSTANCES
- SCO - SOIL CLEANUP OBJECTIVE
- SVOCs - SEMIVOLATILE ORGANIC COMPOUNDS
- VOCs - VOLATILE ORGANIC COMPOUNDS



Title:

SOIL SAMPLE LOCATIONS & EXCEEDANCES

35-32 COLLEGE POINT BOULEVARD
QUEENS, NEW YORK

Prepared for:

3532 CPB LLC

ROUX

Compiled by: K.S.

Date: 02/10/22

Prepared by: M.S.R.

Scale: AS SHOWN

Project Mgr: K.S.

Project: 1633.0003Y000

File: 1633.0003Y114.5.mxd

FIGURE

5



SB-5_GW	05/04/2021
VOCs	
Isopropylbenzene (Cumene)	14
N-Butylbenzene	8.8
N-Propylbenzene	21
Sec-Butylbenzene	12
SVOCs	
Acenaphthene	61
Benzo(A)Anthracene	2
Benzo(A)Pyrene	0.95 J
Benzo(B)Fluoranthene	1.2 J
Chrysene	3.1
Fluorene	120
Naphthalene	53
Phenanthrene	220
Metals, Total	
Iron	4850
Lead	60.6
Manganese	439
Sodium	76500
Metals, Dissolved	
Sodium	71400
Emerging Contaminants	
Perfluorooctanesulfonic acid (PFOS)	32.6 B

SB-4_GW	05/06/2021
Metals, Total	
Iron	13200
Lead	64.6
Magnesium	133000
Manganese	1590
Sodium	1040000
Metals, Dissolved	
Magnesium	145000
Manganese	1700
Sodium	1120000
Emerging Contaminants	
1,4-Dioxane (P-Dioxane)	2.3
Perfluorooctanesulfonic acid (PFOS)	27.1 B
Perfluorooctanoic acid (PFOA)	71.8 B

SB-13_GW	05/07/2021
Metals, Total	
Iron	6530
Magnesium	98500
Sodium	1090000
Metals, Dissolved	
Magnesium	89100
Sodium	960000
Emerging Contaminants	
Perfluorooctanesulfonic acid (PFOS)	13.4
Perfluorooctanoic acid (PFOA)	17.1

SB-7_GW	05/07/2021	05/07/2021 DUP
VOCs		
1,2,4-Trimethylbenzene	ND	11
1,3,5-Trimethylbenzene (Mesitylene)	ND	5.8
Benzene	ND	1.1
Isopropylbenzene (Cumene)	12	22
m,p-Xylene	ND	6.6
Sec-Butylbenzene	8.8	NE
Xylenes	ND	11
SVOCs	NE	NE
Metals, Total		
Iron	8460	6500
Manganese	531	544
Sodium	62200	56000
Metals, Dissolved		
Manganese	508	616
Sodium	60200	53300
Emerging Contaminants		
1,4-Dioxane (P-Dioxane)	1.2	NE
Perfluorooctanesulfonic acid (PFOS)	51.8	45.4
Perfluorooctanoic acid (PFOA)	200	196

- LEGEND
- LOCATION OF SOIL BORING
- LOCATION OF SOIL BORING AND GROUNDWATER GRAB SAMPLE
- FORMER MONITORING WELL LOCATION
- SOIL VAPOR POINT/INDOOR AIR SAMPLE
- APPROXIMATE LOCATIONS OF FORMER UNDERGROUND STORAGE TANKS (USTS)
- BCP SITE BOUNDARY

Parameter	NYSDEC AWQSGV	Units
VOCs		
1,2,4-Trimethylbenzene	5	UG/L
1,3,5-Trimethylbenzene (Mesitylene)	5	UG/L
Benzene	1	UG/L
Isopropylbenzene (Cumene)	5	UG/L
m,p-Xylene	5	UG/L
N-Butylbenzene	5	UG/L
N-Propylbenzene	5	UG/L
Sec-Butylbenzene	5	UG/L
Xylenes	5	UG/L
SVOCs		
Acenaphthene	20	UG/L
Benzo(A)Anthracene	0.002	UG/L
Benzo(A)Pyrene	0	UG/L
Benzo(B)Fluoranthene	0.002	UG/L
Biphenyl (Diphenyl)	5	UG/L
Chrysene	0.002	UG/L
Fluorene	50	UG/L
Naphthalene	10	UG/L
Phenanthrene	50	UG/L
Metals, Total		
Iron	300	UG/L
Lead	25	UG/L
Magnesium	35000	UG/L
Manganese	300	UG/L
Sodium	20000	UG/L
Metals, Dissolved		
Iron	300	UG/L
Lead	25	UG/L
Magnesium	35000	UG/L
Manganese	300	UG/L
Sodium	20000	UG/L
PCBs	ND	UG/L
Pesticides	ND	UG/L
Emerging Contaminants		
1,4-Dioxane (P-Dioxane)	1	UG/L
Perfluorooctanesulfonic acid (PFOS)	10	NG/L
Perfluorooctanoic acid (PFOA)	10	NG/L

- NOTES
- UG/L - MICROGRAMS PER LITER

AWQSGVS - AMBIENT WATER-QUALITY STANDARDS AND GUIDANCE VALUES

B - FOUND IN LABORATORY BLANK

D - DILUTION

DUP - DUPLICATE SAMPLE

E - EXCEEDS CALIBRATION LIMIT

J - ESTIMATED VALUE

ND - NO DETECTION

NE - NO EXCEEDANCES

NG/L - NANOGRAMS PER LITER

NYSDEC - NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

PCBS - POLYCHLORINATED BIPHENYLS

SVOCS - SEMIVOLATILE ORGANIC COMPOUNDS

VOCS - VOLATILE ORGANIC COMPOUNDS

Title:

GROUNDWATER SAMPLE
LOCATIONS & EXCEEDANCES

35-32 COLLEGE POINT BOULEVARD
FLUSHING, NEW YORK

Prepared for:

3532 CPB LLC

ROUX

Compiled by: K.S.

Date: 10/13/21

FIGURE

Prepared by: M.S.R.

Scale: AS SHOWN

6

Project Mgr: K.S.

Project: 1633.0003Y000

File: 1633.0003Y114.6.mxd

SS-01	8/8/21
VOCs	
Butane	43
Cymene	16
Ethylbenzene	1400
m,p-Xylene	5100 E
O-Xylene (1,2-Dimethylbenzene)	1100
Toluene	7.8

IA-01	8/8/21
VOCs	
1,2,4-Trimethylbenzene	3.2
1,3,5-Trimethylbenzene (Mesitylene)	1.1
2,2,4-Trimethylpentane	1.2
4-Ethyltoluene	0.64 J
Acetone	19
Benzene	0.81
Butane	1.8
Carbon Tetrachloride	0.48
Chloromethane	1.2
Cymene	0.27 J
Dichlorodifluoromethane	2.1 J
Ethylbenzene	7.2
Isopropanol	5.6 J
m,p-Xylene	29
Methyl Ethyl Ketone (2-Butanone)	1 J
Methyl Methacrylate	0.7 J
N-Heptane	1.5
N-Propylbenzene	0.38 J
O-Xylene (1,2-Dimethylbenzene)	7.1
Toluene	9.5
Trichlorofluoromethane	1.2



LEGEND

- LOCATION OF SOIL BORING
- LOCATION OF SOIL BORING AND GROUNDWATER GRAB SAMPLE
- FORMER MONITORING WELL LOCATION
- SOIL VAPOR POINT/INDOOR AIR SAMPLE
- APPROXIMATE LOCATIONS OF FORMER UNDERGROUND STORAGE TANKS (USTS)
- BCP SITE BOUNDARY

NOTES

1. ALL CONCENTRATIONS ARE IN MICROGRAMS PER CUBIC METER

E - EXCEEDS CALIBRATION LIMIT
J - ESTIMATED VALUE
VOCs - VOLATILE ORGANIC COMPOUNDS



Title:

SOIL VAPOR SAMPLE LOCATIONS AND DETECTIONS

32-35 COLLEGE POINT BOULEVARD
QUEENS, NEW YORK

Prepared for:

3532 CPB, LLC

ROUX

Compiled by: K.S.
Prepared by: M.S.R.
Project Mgr: K.S.
File: 1633.0003Y114.7.mxd

Date: 10/13/21
Scale: AS SHOWN
Project: 1633.0003Y002

FIGURE

7

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDICES

- A. Section I Requestor Information
- B. Section II Property Description
- C. Section III Property's Environmental History
(Previous Reports Provided as Separate Files)
 - C1. Limited Environmental Investigation, prepared by Roux Associates, Inc., dated September 6, 2007
 - C2. Phase I Environmental Site Assessment (ESA), prepared by Roux Associates, Inc., dated May 29, 2013
 - C3. Remedial Action Work Plan and Health & Safety Plan, prepared by G.C. Environmental, Inc., dated April 14, 2016
 - C4. Groundwater Monitoring Report, prepared by G.C. Environmental, Inc., dated December 12, 2016
 - C5. Phase I ESA, prepared by Roux Environmental Engineering and Geology, D.P.C., dated July 23, 2019
 - C6. New York State Department of Environmental Conservation (NYSDEC) Brownfields Cleanup Program (BCP) Eligibility Sampling, performed by Roux Environmental Engineering and Geology, D.P.C., May 2021
- D. Section IV Property Information
- E. Section VI Current Property Owner-Operator Information
- F. Section VII Requestor Eligibility Information
- G. Section IX Contact List Information
- H. Section X Land Use Factors

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

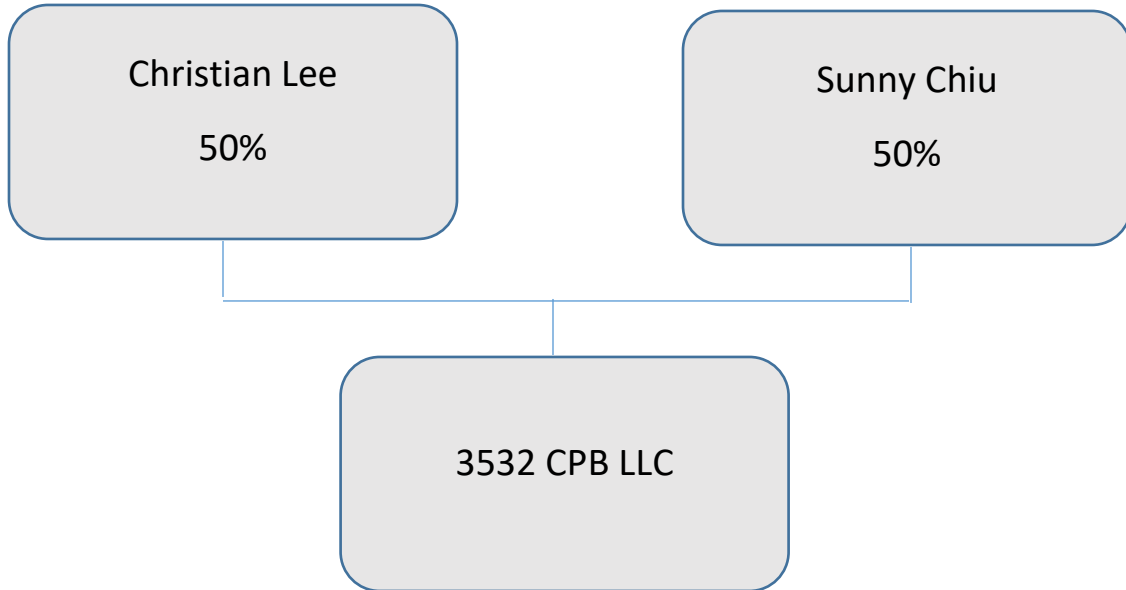
APPENDIX A

Section I Requestor Information

Appendix A – Requestor Information

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application – Section II, Question 3

The requestor and owner of the proposed Brownfield Cleanup Program (BCP) property is 3532 CPB LLC.



Department of State

Existing Corporations and Businesses ►

Corporation & Business Entity Database Search

Selected Entity Name: 3532 CPB LLC

Selected Entity Status Information

Current Entity Name: 3532 CPB LLC

DOS ID #: 4847092

Initial DOS Filing Date: NOVEMBER 09, 2015

County: QUEENS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

3532 CPB LLC
37-12 PRINCE STREET
PH2A
FLUSHING, NEW YORK, 11354

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies.

Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 09, 2015	Actual	3532 CPB LLC

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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Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX B

Section II Property Description

Appendix B – Project Description

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application – Section II, Question 3

The Site proposed for entry into the Brownfield Cleanup Program (BCP) is located at 35-32 College Point Boulevard in the Flushing neighborhood of Queens, New York (Site), as shown on Figure 1. The Site consists of Block 4963 Lot 212 in Queens County and encompasses approximately 0.93-acres, as shown on the attached survey dated October 28, 2016 (Appendix B). The majority of the lot is vacant with the remainder of the lot, approximately 20,000 square feet in the northeast corner of the Site, being used as a materials storage yard for the neighboring building supply store. There is also a vacant 2-story building present in the northeast corner of the Site. Current Site conditions are shown on Figure 3. The ground coverings at the Site primarily consist of bare soil and concrete.

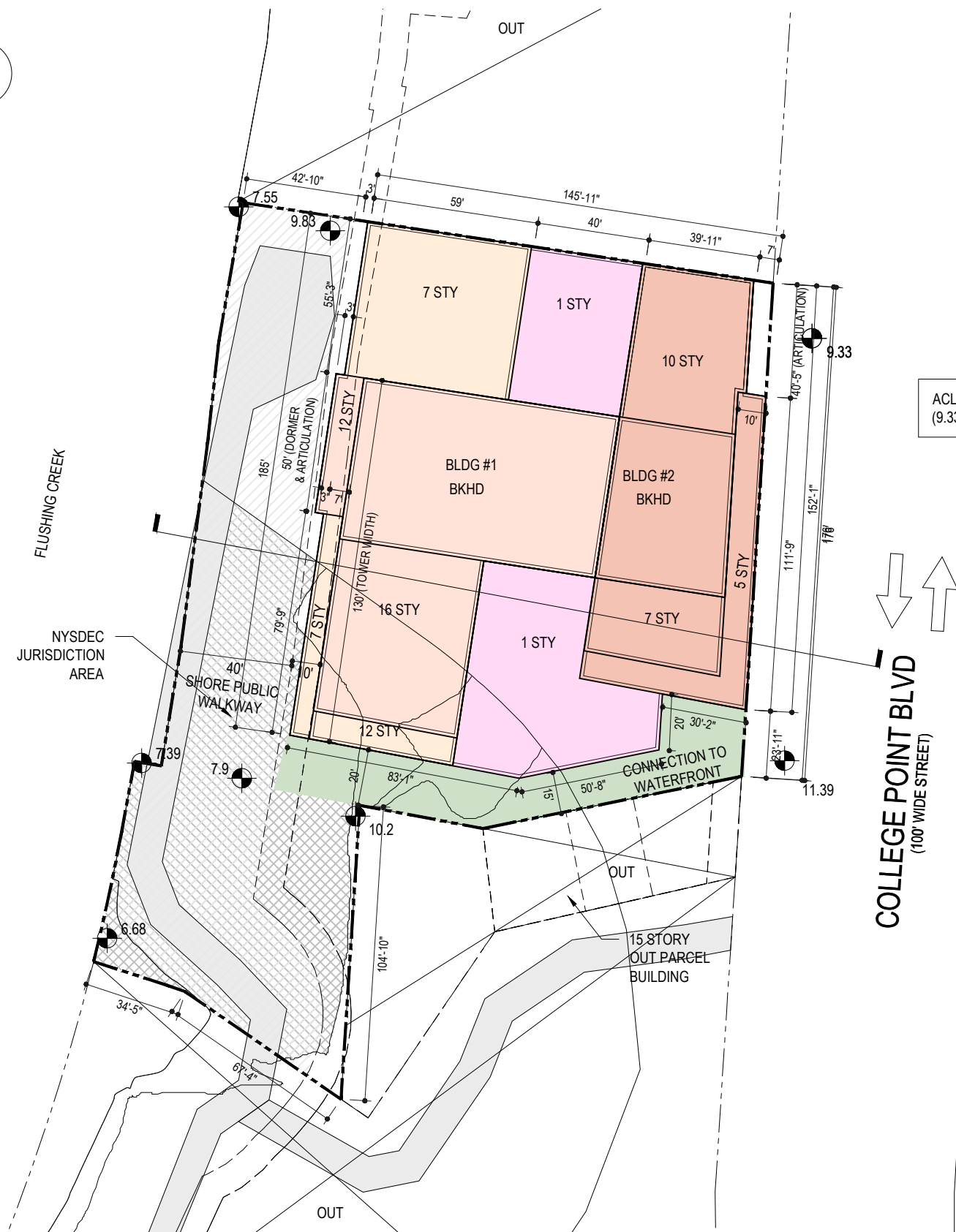
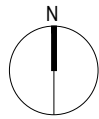
The Site is bounded to the north by commercial/light industrial properties, to the south by a vacant lot (Lot 252) also owned by 3532 CPB, LLC, commercial properties including a U-Haul center and vacant automotive repair facility, to the east by College Point Boulevard, and to the west by the Flushing River. A bulkhead is present along the entire western shoreline of lot 212 (Figure 3). The southwest portion of Lot 249 located immediately south of the Site, includes New York State Department of Environmental Conservation (NYSDEC) tidal wetland and tidal wetland adjacent area (TWAA). The extent of the TWAA on Lot 212, if any, has not been confirmed by the NYSDEC. Owners and land use descriptions for properties in the surrounding area are shown on Figure 4.

Proposed Development Plan

The proposed development will be mixed use and will include residential space (approximately 20 percent of which will be affordable), community facilities, ground floor commercial space, below grade parking, and a City mandated shore public walkway along the Flushing River. The parking facilities will extend approximately 10 feet below grade.

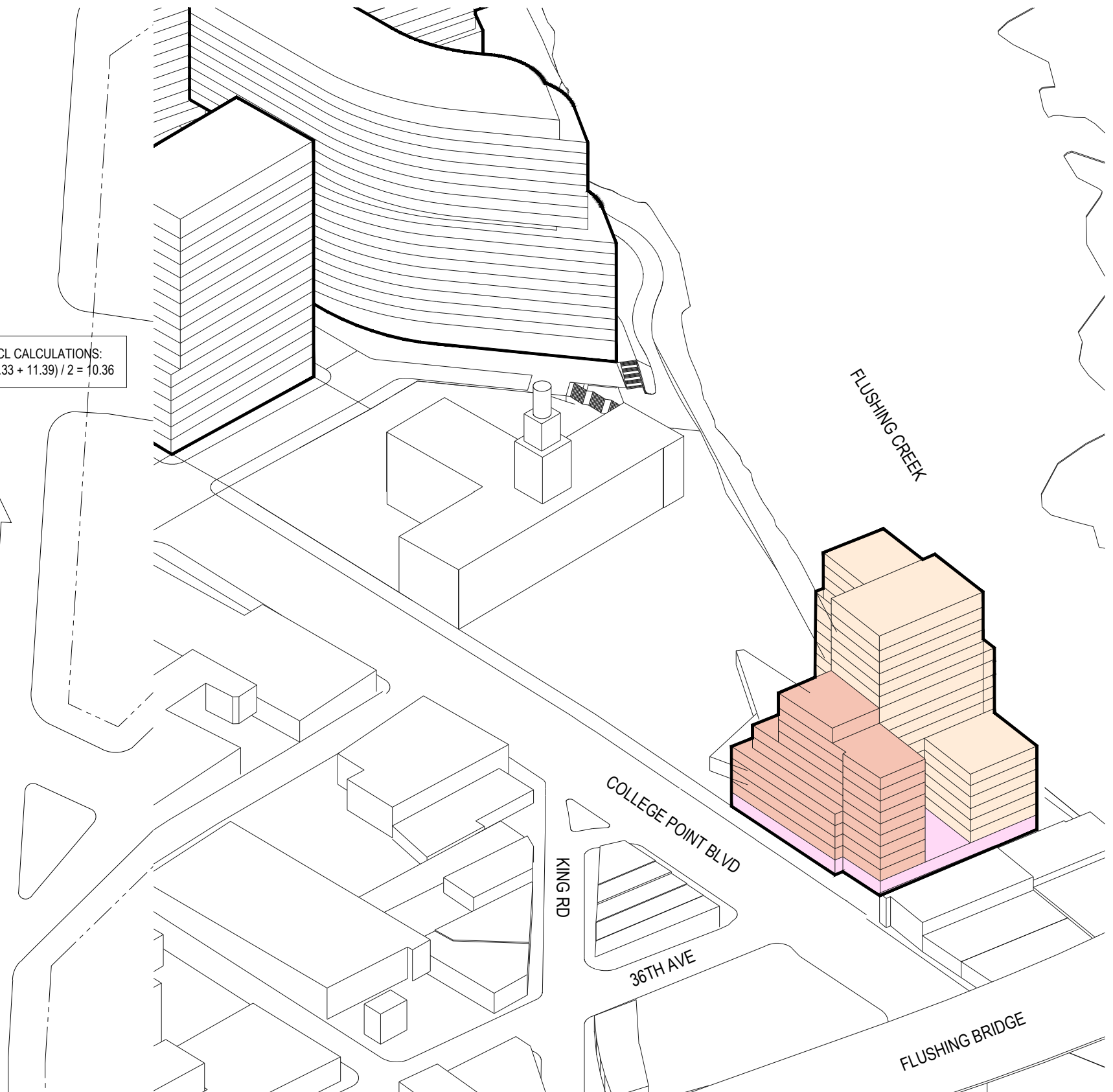
Projected Schedule

Timeframe	Description
January 2022	Submit BCP Application
March 2022	Sign Brownfield Cleanup Agreement
March 2022	Submit Citizen Participation Plan (CPP)
March 2022	Submit Remedial Investigation Work Plan (RIWP)
May 2022	Approval and Implementation of RIWP
June-July 2022	Submit Remedial Investigation Report (RIR)
September 2022	RIR Approved
November 2022	Submit Remedial Action Work Plan
January 2023	Approval of RAWP
January 2023	Implementation of RAWP
August 2023	Draft SMP
October 2023	Draft FER
December 2023	Anticipated issuance of Certificate of Completion



ACL CALCULATIONS:
 $(9.33 + 11.39) / 2 = 10.36$

COLLEGE POINT BLVD
(100' WIDE STREET)



1

SITE PLAN
SCALE: 1"=50'

Scheme 3 - Two Buildings (w/ Articulations)

Block: 4963
Development Lots: 212, 249
Zoning District: R7-1 / M3-1
Community District: 7
Zoning Map: 10a

Site Area:	Lot	R7-1 / M3-1
	212	39,636 SF
	249	7,395 SF

Total Lot Area	47,031 SF
----------------	-----------

Permitted FAR:	FAR	
Residential w/ MIH	4.60	216,343 SF
Community Facility	4.80	225,749 SF
Commercial	2.00	94,062 SF

Proposed Total ZFA:	4.80	225,749 SF
---------------------	------	------------

Allowable GFA Calculations:		
Max. Proposed ZFA		225,749 SF
- Existing Built Floor Area		0 SF

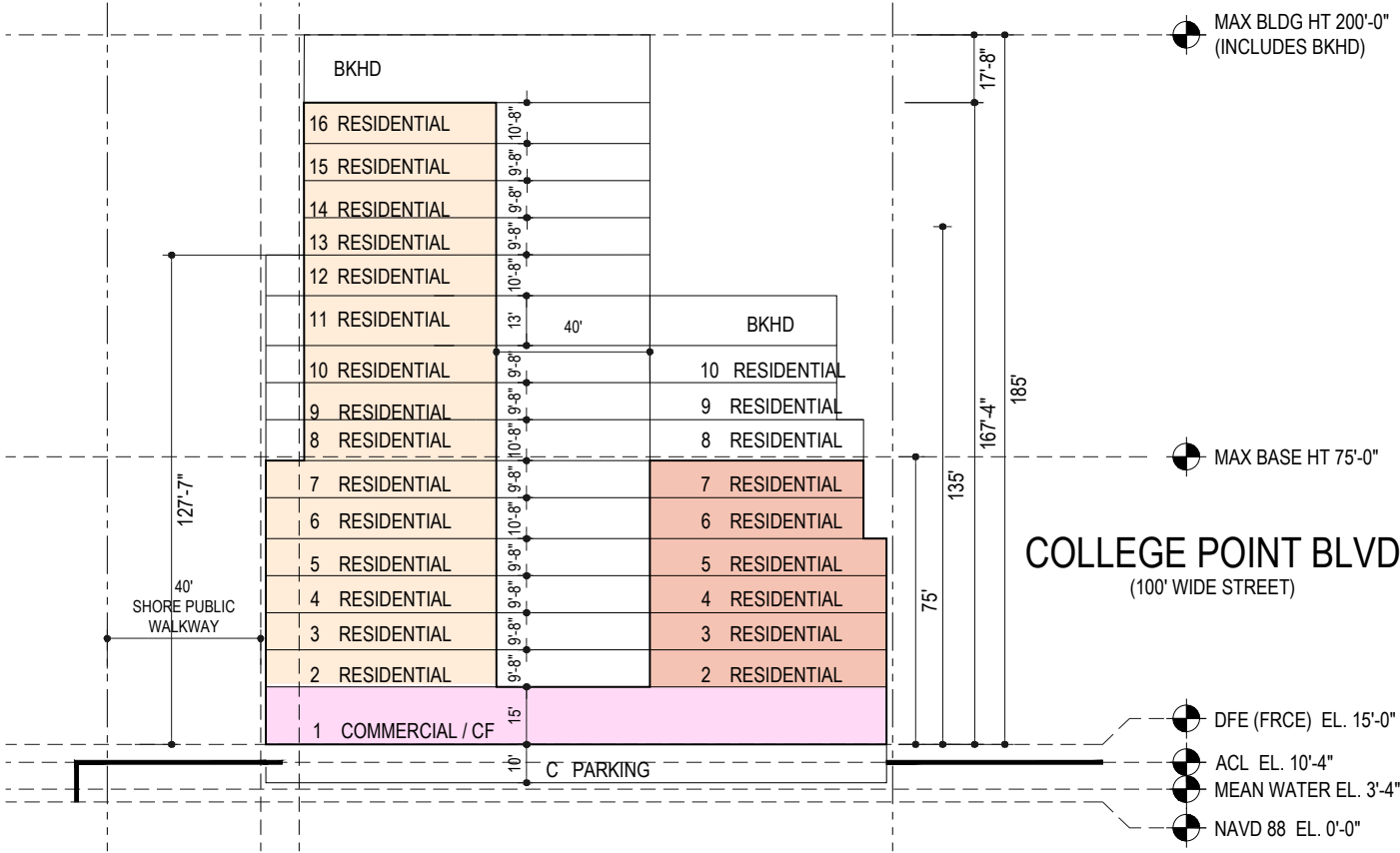
Subtotal	225,749 SF
+ 4.5% Mechanical	10,159 SF
+ 4.5% Quality Housing (Resi. only)	9,316 SF

Fixed Deductions	
+ Mech. Rooms	947 SF
+ Accessory Parking	2,185 SF

Total	248,356 SF
-------	------------

Proposed Gross Floor Area (GFA)			
Floor	QTY	Area/FL	Area Total
C	1	27,926 SF	27,926 SF
1	1	27,167 SF	27,167 SF
2-5	4	21,215 SF	84,860 SF
6-7	2	19,602 SF	39,204 SF
8-10	3	14,483 SF	43,449 SF
11	1	9,626 SF	9,626 SF
12	1	9,626 SF	9,626 SF
13-16	4	8,606 SF	34,424 SF
0	0	0 SF	0 SF
0	0	0 SF	0 SF
Total GFA	17	138,251 SF	276,282 SF
Total GFA Above Grade	16	110,325 SF	248,356 SF
Allowable GFA Remaining			0 SF

Gross Floor Area by Use (GFA):							
Floor	QTY	Residential	Commercial	Community Facility	Mechanical	Parking	Total
C	1	1,340 SF	0 SF	0 SF	0 SF	26,586 SF	27,926 SF
1	1	4,466 SF	17,135 SF	2,434 SF	947 SF	2,185 SF	27,167 SF
2-5	4	84,860 SF	0 SF	0 SF	0 SF	0 SF	84,860 SF
6-7	2	39,204 SF	0 SF	0 SF	0 SF	0 SF	39,204 SF
8-10	3	43,449 SF	0 SF	0 SF	0 SF	0 SF	43,449 SF
11	1	9,626 SF	0 SF	0 SF	0 SF	0 SF	9,626 SF
12	1	9,626 SF	0 SF	0 SF	0 SF	0 SF	9,626 SF
13-16	4	34,424 SF	0 SF	0 SF	0 SF	0 SF	34,424 SF
0	0	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF
Total GFA	13	226,995 SF	17,135 SF	2,434 SF	947 SF	28,771 SF	276,282 SF
Total GFA Above Grade	12	225,655 SF	17,135 SF	2,434 SF	947 SF	2,185 SF	248,356 SF
Total ZFA		207,023 SF	16,397 SF	2,329 SF	0 SF	0 SF	225,749 SF



1 SECTION
SCALE: 1"=50'

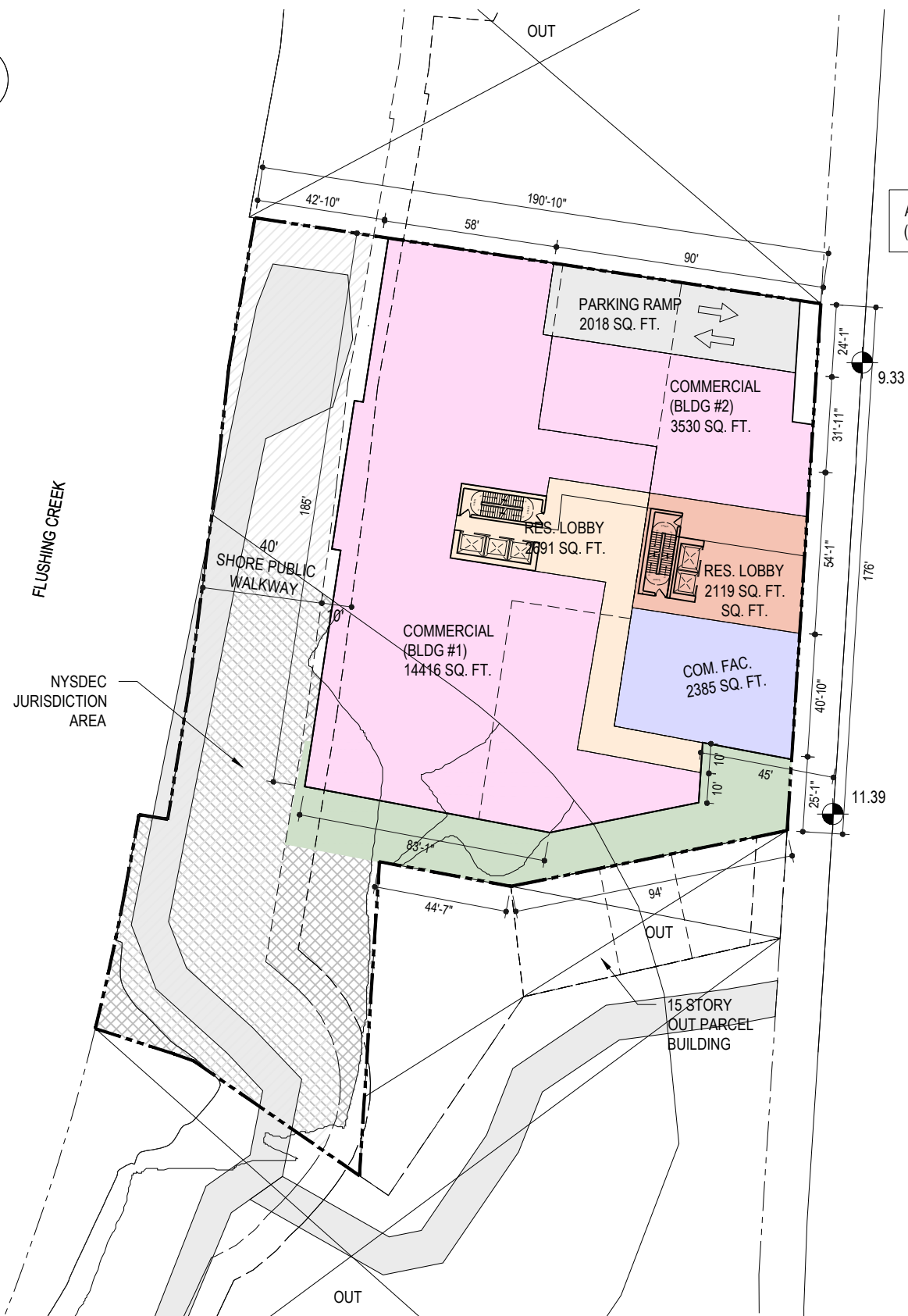
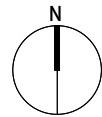
Lot Coverage:					
Lot	Lot Area (SF)	Permitted Lot Coverage (%)	Permitted Lot Coverage (SF)	Proposed Lot Coverage (SF)	Proposed Lot Coverage (%)
212, 249	47,031	65.0%	30,570 SF	27,167 SF	57.8%

* Parking garage lower than 23 FT above DFE is not counted as lot coverage.

Parking Calculations:	
Estimated Number of Residential Units (DUF 680)	304 Units
Market-Rate Residential Units @ 80% of Units	244 Units
Affordable Housing Residential Units @ 20% of Units	61 Units
Min. Required Residential Parking @ 50% of Market-Rate Units	122 Spaces
Min. Required Residential Parking @ 20% of Affordable Units	12 Spaces
Min. Required Commercial Parking @ 1 per 1,000 SF	16 Spaces
Min. Required Parking Total	134 Spaces
Proposed Parking Area	28,771 SF
Proposed Attended Parking Total @ 200 SF per Space	144 spaces
Proposed Stackers	22 spaces
Total Proposed Parking	166 spaces

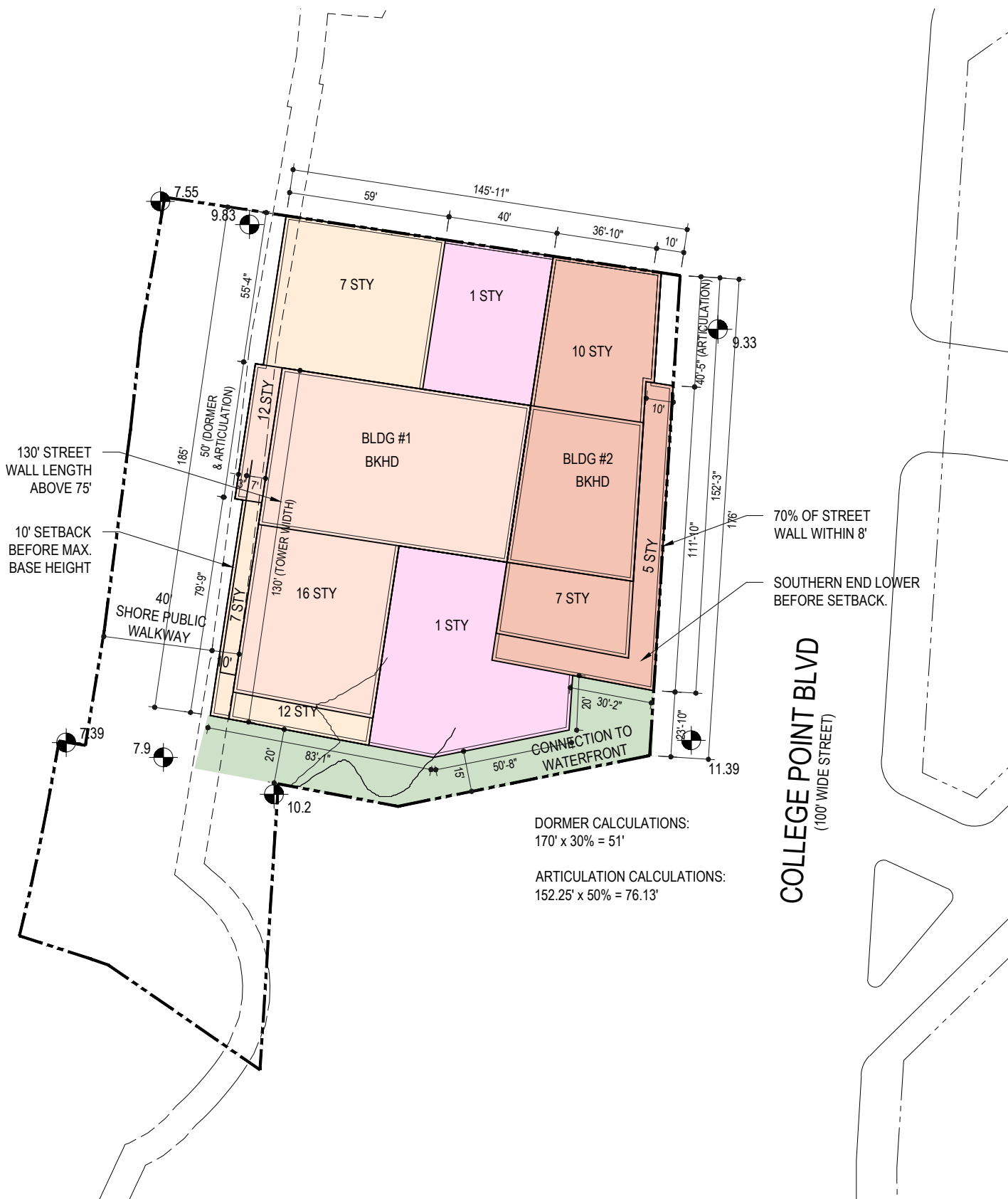
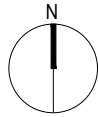
Notes: No affordable housing parking required if development site is in transit zone.

Required commercial parking less than 15 spaces is waived



ACL CALCULATIONS:
 $(9.33 + 11.39) / 2 = 10.36$

COLLEGE POINT BLVD
(100' WIDE STREET)



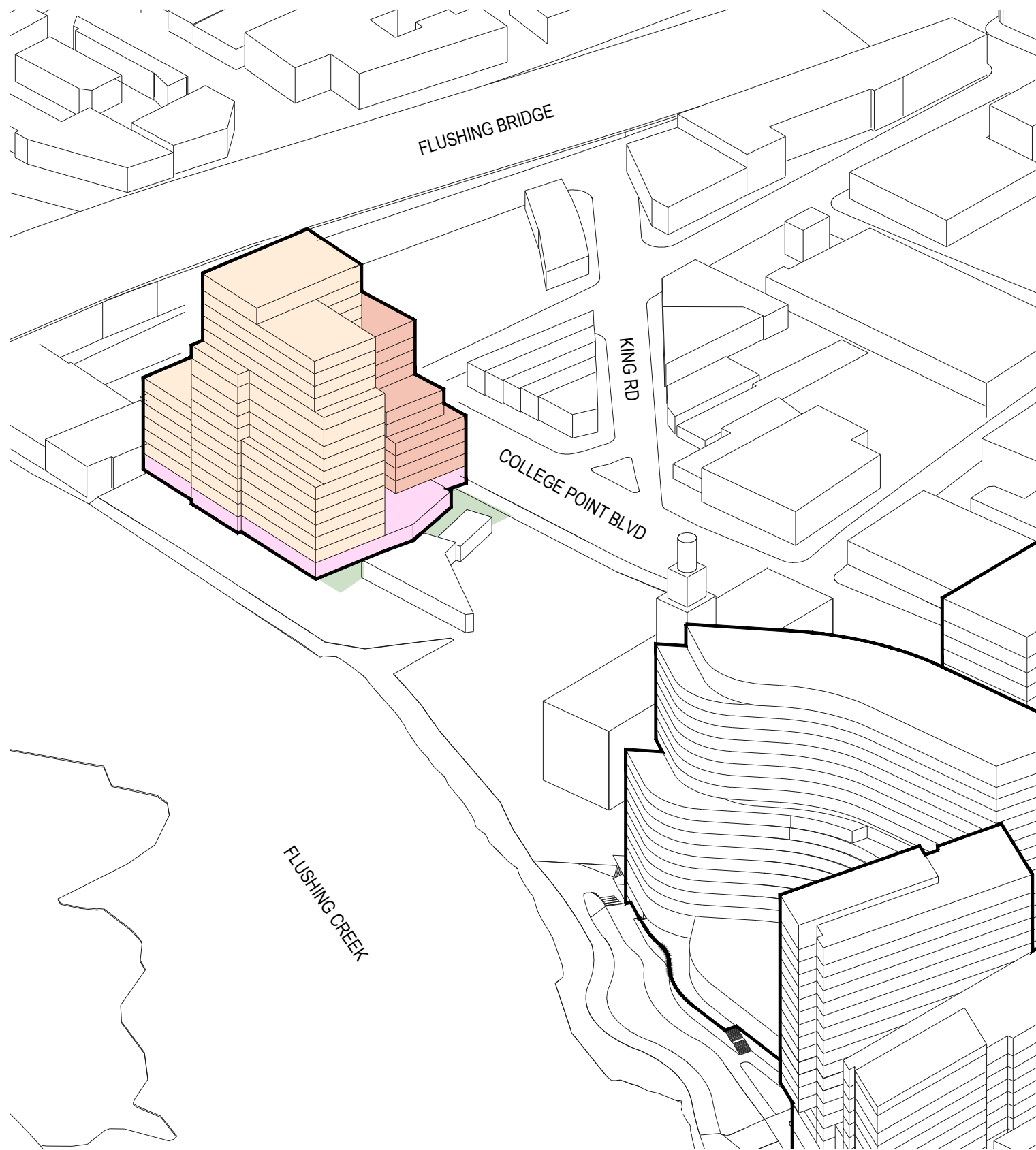
DORMER CALCULATIONS:
 $170' \times 30\% = 51'$

ARTICULATION CALCULATIONS:
 $152.25' \times 50\% = 76.13'$

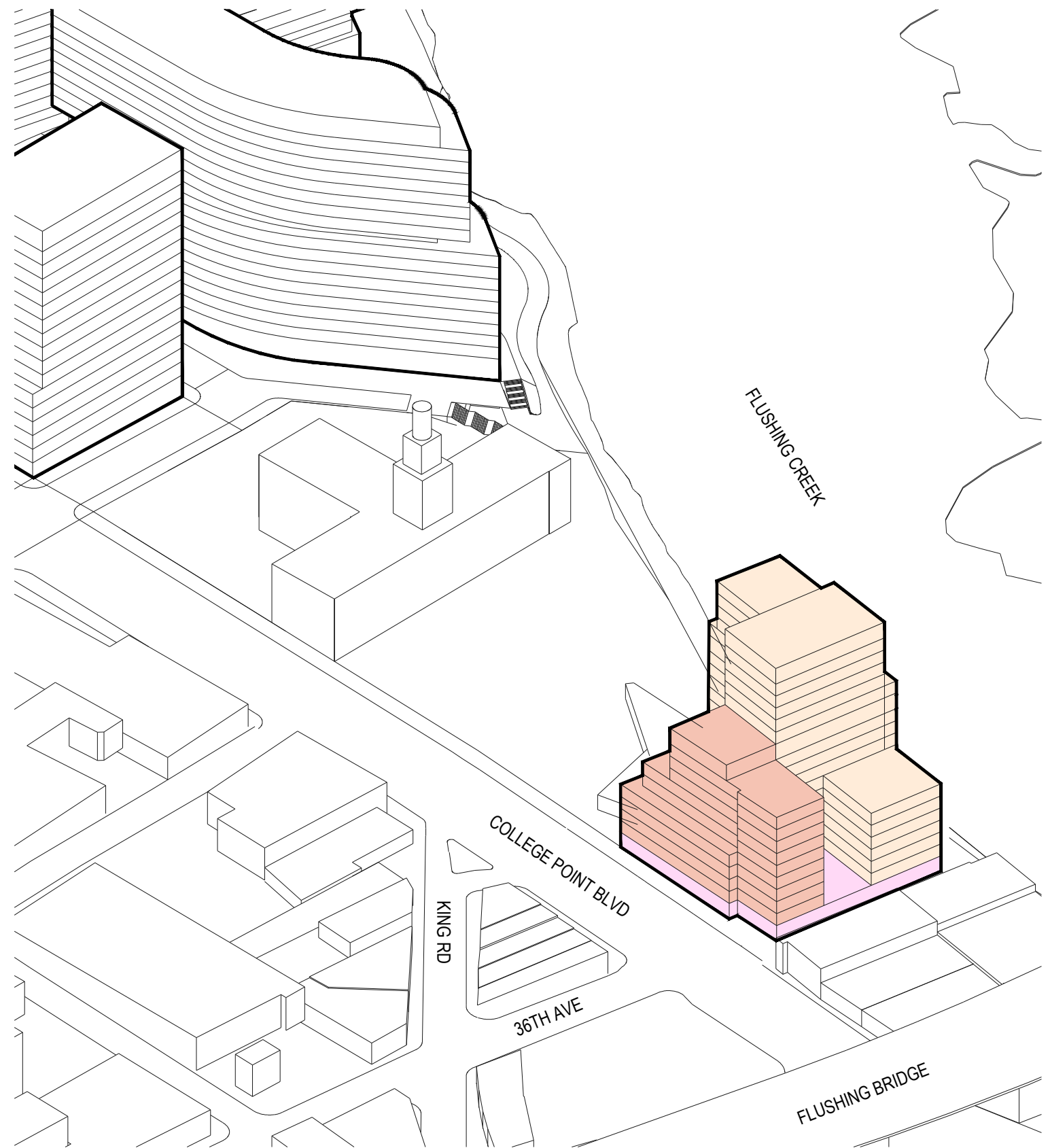
COLLEGE POINT BLVD
(100' WIDE STREET)

1 GROND FLOOR PLAN
SCALE: 1" = 50'

2 HEIGHT AND SETBACK DIAGRAM
SCALE: 1" = 50'



1 AXON VIEW 1
SCALE: NTS



2 AXON VIEW 2
SCALE: NTS

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX C

Section III Property's Environmental History
(Previous Reports Provided as Separate Files)

- C1. Limited Environmental Investigation, prepared by Roux Associates, Inc., dated September 6, 2007
- C2. Phase I Environmental Site Assessment (ESA), prepared by Roux Associates, Inc., dated May 29, 2013
- C3. Remedial Action Work Plan and Health & Safety Plan, prepared by G.C. Environmental, Inc., dated April 14, 2016
- C4. Groundwater Monitoring Report, prepared by G.C. Environmental, Inc., dated December 12, 2016
- C5. Phase I ESA, prepared by Roux Environmental Engineering and Geology, D.P.C., dated July 23, 2019
- C6. New York State Department of Environmental Conservation (NYSDEC) Brownfields Cleanup Program (BCP) Eligibility Sampling, performed by Roux Environmental Engineering and Geology, D.P.C., May 2021

Appendix C – Property’s Environmental History

4 Fulton Square
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BCP Application - Section III

The following previous environmental investigations have been conducted at the Site and are attached for review in Appendix C and on the enclosed CD:

- **Limited Environmental Investigation**, prepared by Roux Associates, Inc., prepared for Fulton/Max International (Holdings), Inc., dated September 6, 2007
- **Phase I Environmental Site Assessment (ESA)**, prepared by Roux Associates, Inc., prepared for Youngwoo & Associates, LLC, dated May 29, 2013
- **Remedial Action Work Plan and Health & Safety Plan**, prepared by G.C. Environmental, Inc. prepared for Willets Point Asphalt Corp. dated April 14, 2016
- **Groundwater Monitoring Report**, prepared by G.C. Environmental, Inc. prepared for Willets Point Asphalt Corp., dated December 12, 2016
- **Phase I ESA**, prepared by Roux Environmental Engineering and Geology, D.P.C., prepared for 3532 CPB, LLC, dated July 23, 2019
- **New York State Department of Environmental Conservation (NYSDEC) Brownfields Cleanup Program (BCP) Eligibility Sampling**, performed by Roux Environmental Engineering and Geology, D.P.C., performed for 3532 CPB, LLC, in May 2021

A summary of the findings from the Site reporting is provided below.

Limited Environmental Investigation, prepared by Roux, dated September 6, 2007

The Roux Limited Environmental Investigation Report provided a brief summary of historical reports as follows: The Phase I ESA report prepared by Hydro-Tech in 2007, identified several recognized environmental conditions (RECs), which are conditions indicating a past release, existing release, or material threat of a release of hazardous substances or petroleum products onsite. The identified RECS included historical presence of gasoline-containing USTs onsite, existing oil-containing USTs at the Site, soil staining and the use of the Site as an asphalt plant. A Phase II investigation was conducted by Spectra Environmental Group, Inc., dated February 2007, to evaluate recognized environmental conditions (RECs) identified in the 2007 Phase I ESA. The Phase II investigation included the installation of eight soil borings and three groundwater monitoring wells across the Site. The results of the soil and groundwater sampling did not reveal significant impacts. One of eight soil samples contained concentrations of volatile organic compounds (VOCs) slightly exceeding New York State Department of Environmental Conservation (NYSDEC) Recommended Soil Cleanup Objectives (RSCOs) for ethyl benzene and xylenes. One of three groundwater samples slightly exceeds its NYSDEC Ambient Water Quality Standards and Guidance Values (AWQSGVs) for MTBE (methyl tertiary butyl ether). Soil staining associated with the historical use of the Site as an asphalt plant was present.

Removal of USTs

On August 24, 2007, Roux oversaw the removal of three oil-containing USTs from the Site. Two 1,000-gallon and one 10,000-gallon USTs were excavated by Tully Environmental Inc and all three USTs passed integrity testing and deemed “tight”. Upon removal, no holes or leaking product was observed by Roux. Evidence of the historical gasoline-containing UST was not identified during the Roux Limited Environmental Investigation nor were Site personnel aware of any existing gasoline-containing USTs onsite.

Soil Sampling

Roux collected two soil samples from the 10,000-gallon UST excavation pit and one soil sample from each of the 1,000-gallon UST excavation pits. The four soil samples were analyzed in accordance with NYSDEC Spill Technology and Remediation Series (STARS) guidelines for VOCs using laboratory method 8021 and semivolatile organic compound (SVOCs) laboratory method 8270. Based on lab results, no VOCs or SVOCs were detected at concentrations above their respective NYSDEC RSCOs.

Appendix C – Property's Environmental History

4 Fulton Square

35-32 College Point Boulevard, Flushing, New York 11354
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Groundwater Sampling

Roux installed three temporary groundwater monitoring wells (MW-1 through MW-3) to evaluate groundwater quality at the Site. Well MW-1 was installed hydraulically downgradient of the 10,000-gallon UST excavation pit, MW-2 was installed on the northwest section of the Site and MW-3 was installed on the southwest section of the Site. Monitoring wells MW-1 and MW-2 were not sampled as per NYSDEC sampling protocol due to floating product (liquid phase petroleum) was observed in those monitoring wells. The groundwater sample collected at MW-3 was analyzed for VOCs (method 8260), SVOCs (method 8270), filtered and unfiltered metals (method 200.7) and total petroleum hydrocarbons (method 8015). Laboratory results were compared to NYSDEC AWQSGVs and revealed no VOCs or metals (filtered) were detected at concentrations exceeding their AWQSGVs. Several SVOCs (specifically poly aromatic hydrocarbons [PAHs]) were detected at concentrations exceeding their respective AWQSGVs.

Phase I Environmental Site Assessment (ESA), prepared by Roux Associates, Inc., dated May 29, 2013

In May 2013, Roux completed a Phase I ESA to further identify potential RECs at the Site. Based on the information gathered in the Phase I ESA process, Roux identified the following two RECs in connection with the Site: former Site use and offsite sources of groundwater contamination, additional information is provided as follows.

Former Site Use

According to the Sanborn fire insurance maps, the Site was utilized for coal storage from sometime prior to 1886 until 1980. In addition, two open/active spill numbers 8704514 and 8705123 were assigned to former businesses including Willets Point Asphalt and were considered open/active according to the NYSDEC.

Offsite Sources of Groundwater Contamination

According to review of previous investigation reports, several upgradient offsite groundwater monitoring wells have been impacted and therefore groundwater beneath the Site may also be impacted as a result. A previous investigation documented the removal of former USTs and contaminated soil at the Site. Additional sampling was suggested to further confirm or deny impacts to the Site.

The Phase I ESA also identified additional potential environmental concerns at the Site that could potentially impact subsurface conditions. These concerns include information suggesting that the Site is most likely underlain by historical urban fill material from an unknown origin. Other environmental issues discovered during the Phase I ESA environmental report review include several underground transformers noted on the sidewalk, immediately east of the Site, the size and contents of the transformers could not be confirmed at the time of the Site reconnaissance. And, portions of the building were lit by fluorescent lighting, which may have poly chlorinated biphenyls (PCBs)- containing ballasts considering the age of the building (construction prior to 1980). In accordance with ASTM E1527-05, Roux did not inspect the ballasts for PCB content during the Site reconnaissance.

Remedial Action Work Plan and Health & Safety Plan, prepared by G.C. Environmental, Inc. prepared for Willets Point Asphalt Corp. dated April 14, 2016

The RAWP included the following requirements:

- Install a total of up to five (5) monitoring wells to investigate the potential for offsite migration of contaminants and to verify horizontal and vertical extent of contamination. Out of five wells, three (3) wells are proposed to be installed along the Flushing Creek property boundary (MW-1, MW-2 & MW-3) and two (2) wells along the Site sidewalk (MW-5 & MW-6).
- Permanent 4-inch wells will be installed to a depth of approximately 25 feet below grade surface (bgs) and screened across the water table
- Gauge free product thickness measurements (if identified) from newly installed wells MW-1, MW-2, MW-3, MW-5, MW-6 and existing well MW-41A.

Appendix C – Property’s Environmental History

4 Fulton Square

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BCP Application - Section III

- Monitoring free product recovery if separate phase product is identified in the wells and any measurable product will be removed using passive means (absorbent socks) or by manual bailing.
- Monitoring if no separate phase product is identified in the wells, will be done on a quarterly basis and adjusted accordingly with Department approval and based on the presence or absence of such product.
- The remedial activity will continue until such time as product is no longer measurable in the wells for a period of 12 months or the current site owner begins site development and soil excavation at which time the onsite wells will be abandoned.

Groundwater Monitoring Report, prepared by G.C. Environmental, Inc, prepared for Willets Point Asphalt Corp., dated December 12, 2016

Groundwater monitoring was completed by G.C. Environmental in accordance with the NYSDEC requested scope of work as stated in the NYSDEC’s Corrective Action Plan of Order on Consent dated March 18, 2016 and approved Remedial Action Work Plan (RAWP) dated August 9, 2016. GCE initiated five (5) borings and monitoring wells at locations MW-1, MW-2, MW-3, MW-5 and MW-6 to a depth of approximately fifteen (15) feet below land surface (ft bls) to investigate the potential for off-site migration of contaminants and to verify horizontal and vertical extent of contamination. Groundwater samples were collected from the five newly installed monitoring wells and one existing well at the ground water interface. Olfactory signs of contamination were detected in samples MW-5, and MW-6. Approximately 8 inches of free product was observed in the existing monitoring well MW-41A. No indications of contamination were observed in samples from MW-1, MW-2 and MW-3.

Methylene chloride was detected above the NYSDEC AWQSGVs in monitoring wells, MW-1, MW-2 and MW-3. The following VOCs were detected above the AWQSGVs at locations MW-5, MW-6 or MW-41, 1,2,4,5-Tetramethylbenzene, Isopropylbenzene, Methylene chloride, n-Butylbenzene, sec-Butylbenzene, tert-Butylbenzene. The following SVOCs were detected above the AWQSGVs at locations MW-5, MW-6 or MW-41, acenaphthene, anthracene, Bis(2-ethylhexyl)phthalate, chrysene, fluorene, phenanthrene and pyrene.

Groundwater monitoring of the wells was recommended to continue quarterly.

Phase I ESA, prepared by Roux Environmental Engineering and Geology, D.P.C., dated July 23, 2019

In July 2019, Roux completed a Phase I ESA to update the status of environmental conditions at the Site. Based on the information reviewed during the Phase I process, Roux identified the following RECs, HRECs and BERs:

RECS

Historical Subject Property Usage: The Subject Property was historically utilized as a coal yard, masonry yard, asphalt plant, scrap recycler and for construction storage. Historically, impacts to the soil and groundwater were identified near USTs onsite.

Offsite Sources of Groundwater Contamination: According to previous investigation reports, several upgradient offsite groundwater monitoring wells have been impacted, therefore its concluded that groundwater beneath the Subject Property may also be impacted as a result.

HRECs

Presence of Closed NYSDEC Spills: Upon review of historical documents and environmental database listings, the Subject Property and adjoining properties are associated with multiple closed LTANK and NY Spill listings. Upon review, all of the NYSDEC spills have been closed to the satisfaction of the NYSDEC and are considered closed. As such, the presence of closed NY Spills and LTANK listings for the Subject Property and surrounding area are considered HRECs.

Appendix C – Property's Environmental History

4 Fulton Square
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BERs

Presence of Urban Fill Material: Based upon historical information reviewed and the proximity of the Subject Property to Flushing Creek, it is likely that the Subject Property is underlain by historic fill material.

New York State Department of Environmental Conservation (NYSDEC) Brownfields Cleanup Program (BCP) Eligibility Sampling for 35-32 and 35-50 College Point Boulevard, Flushing, New York, performed by Roux Environmental Engineering and Geology, D.P.C., dated May 2021

In May 2021, Roux completed a Limited BCP Eligibility Sampling Investigation at the Site in order to collect soil and groundwater samples. A total of 13 soil samples were analyzed and compared to NYSDEC Part 375 Restricted Residential Soil Cleanup Objectives (RRSCOs) and Protection of Groundwater (PGWSCOs). A total of 5 groundwater samples were collected and compared to the NYSDEC Part 703 Ambient Water-Quality Standards and Guidance Values (AWQSGVs). Soil borings were advanced to depths from 10 to 15 feet below land surface (ft bls) across the Site.

Soil Results

There were detections in 9 out of 13 borings with concentrations exceeding NYSDEC Part 375 RRSCOs or PGWSCOs. A summary of the exceedances is provided in the table below, concentrations in bold exceed RRSCOs and concentrations that are underlined exceed PGWSCOs.

Analyte	Location of SCO Exceedance	Concentrations (mg/kg or ppm)	SCO (mg/kg or ppm)
VOCs			
Vinyl Chloride	SB-10 (0-2)	<u>1.4</u>	RRSCOs – 0.9 PGWSCO - <u>0.02</u>
SVOCs			
Benzo(a)anthracene	SB-8 (0-2) SB-9 (0-2) SB-10 (0-2)	<u>3</u> <u>1.4</u> <u>6.4</u>	RRSCOs – 1 PGWSCO - <u>1</u>
Benzo(A)pyrene	SB-8 (0-2) SB-9 (0-2) SB-10 (0-2)	2.5 1.2 5.8	RRSCOs – 1 PGWSCO - <u>22</u>
Benzo(b)fluoranthene	SB-8 (0-2) SB-9 (0-2) SB-10 (0-2)	<u>4.2</u> 1.6 <u>7.1</u>	RRSCOs – 1 PGWSCO – <u>1.7</u>
Chrysene	SB-10 (0-2)	<u>6.1</u>	RRSCOs – 3.9 Commercial SCO – 56 Industrial SCO - 110 PGWSCO - <u>1</u>
Dibenz(a,h)anthracene	SB-10 (0-2)	0.34	RRSCOs – 0.33 PGWSCO - <u>1000</u>
Indeno(1,2,3-c,d)pyrene	SB-8 (0-2) SB-9 (0-2) SB-10 (0-2)	1.1 1.2 2.7	RRSCOs – 0.5 PGWSCO – <u>8.2</u>

Appendix C – Property's Environmental History

4 Fulton Square
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Analyte	Location of SCO Exceedance	Concentrations (mg/kg or ppm)	SCO (mg/kg or ppm)
Metals			
Arsenic	SB-7 (0-2)	<u>25.7</u>	RRSCOs – 16
	SB-10 (4-6)	<u>122</u>	PGWSCO – <u>16</u>

Groundwater Results

A total of six-inch PVC temporary wells were installed to collect groundwater grab samples. Measurable free product was observed in one location, SB-6 which was in the vicinity of a former 1,000-gal UST. A summary of the groundwater exceedances of the NYSDEC Ambient Water Quality Standards and Guidance Values (AWQSGVs) is summarized below.

Analyte	Location of SCO Exceedance	Concentrations (ug/L or ppb)	AWQSGVs (ug/L or ppb)
VOCs			
1,2,4-Trimethylbenzene	SB-7_GW (DUP)	11	5 ug/L
1,3,5-Trimethylbenzene (Mesitylene)	SB-7_GW (DUP)	5.8	5 ug/L
Benzene	SB-7_GW (DUP)	1.1	1 ug/L
Isopropylbenzene (Cumene)	SB-5_GW	14	5 ug/L
	SB-7_GW	12	
	SB-7_GW (DUP)	22	
m,p-Xylene	SB-7_GW (DUP)	6.6	5 ug/L
N-Butylbenzene	SB-5_GW	8.8	5 ug/L
N-Propylbenzene	SB-5_GW	21	5 ug/L
Sec-Butylbenzene	SB-5_GW	12	5 ug/L
	SB-7_GW	8.8	
Xylenes (Total)	SB-7_GW (DUP)	11	5 ug/L
SVOCs			
Acenaphthene	SB-5_GW	180	20 ug/L
Benzo(a)anthracene	SB-5_GW	2	0.002 ug/L
Benzo(A)pyrene	SB-5_GW	0.95 J	0 ug/L
Benzo(b)fluoranthene	SB-5_GW	1.2 J	0.002 ug/L
Chrysene	SB-5_GW	3.1	0.002 ug/L
Fluorene	SB-5_GW	120	50 ug/L
Naphthalene	SB-5_GW	53	10 ug/L

Appendix C – Property’s Environmental History

4 Fulton Square
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Analyte	Location of SCO Exceedance	Concentrations (ug/L or ppb)	AWQSGVs (ug/L or ppb)
Phenanthrene	SB-5_GW	220	50 ug/L
Metals			
Iron, Total	SB-4_GW SB-5_GW SB-7_GW SB-7_GW (DUP) SB-13_GW	13200 4850 8460 6500 6530	300 ug/L
Lead, Total	SB-4_GW SB-5_GW	64.6 60.6	25 ug/L
Magnesium, Total	SB-4_GW SB-13_GW	133000 98500	35000 ug/L
Magnesium, Dissolved	SB-4_GW SB-13_GW	145000 89100	35000 ug/L
Manganese, Total	SB-4_GW SB-5_GW SB-7_GW SB-7_GW (DUP)	1590 439 531 544	300 ug/L
Manganese, Dissolved	SB-4_GW SB-7_GW SB-7_GW (DUP)	1700 508 616	300 ug/L
Sodium, Total	SB-4_GW SB-5_GW SB-7_GW SB-7_GW (DUP) SB-13_GW	1040000 76500 62200 56000 1090000	20000 ug/L
Sodium, Dissolved	SB-4_GW SB-5_GW SB-7_GW SB-7_GW (DUP) SB-13_GW	1120000 71400 60200 53300 960000	20000 ug/L
Emerging Contaminants			
1,4- Dioxane (P-Dioxane)	SB-4_GW SB-7_GW	2.3 1.2	1 ug/L
Perfluorooctanesulfonic acid (PFOS)	SB-4_GW SB-5_GW SB-7_GW SB-7_GW (DUP) SB-13_GW	27.1 B 32.6 B 51.8 45.4 13.4	10 ng/L

Appendix C – Property's Environmental History

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Analyte	Location of SCO Exceedance	Concentrations (ug/L or ppb)	AWQSGVs (ug/L or ppb)
Perfluorooctanoic acid (PFOA)	SB-4_GW	71.8 B	10 ng/L
	SB-7_GW	200	
	SB-7_GW (DUP)	196	
	SB-13_GW	17.1	

Soil Vapor Results

One soil vapor sample was collected beneath the 2-story building and one indoor air sample was collected. Elevated petroleum related compounds were detected in soil vapor; however, the concentrations were comparatively low in indoor air. The detections in soil vapor and indoor air are summarized in the following table.

Analyte	Location of Detection	Concentrations (ug/m3)
VOCs		
1,2,4-Trimethylbenzene	IA-01	3.2
1,3,5-Trimethylbenzene (Mesitylene)	IA-01	1.1
2,2,4-Trimethylpentane	IA-01	1.2
4-Ethyltoluene	IA-01	0.64 J
Acetone	IA-01	19
Benzene	IA-01	0.81
Butane	SS-01	43
	IA-01	1.8
Carbon Tetrachloride	IA-01	0.48
Chloromethane	IA-01	1.2
Cymene	SS-01	16
	IA-01	0.27 J
Dichlorodifluoromethane	IA-01	2.1 J
Ethylbenzene	SS-01	1400
	IA-01	7.2
Isopropanol	IA-01	5.6 J
m,p-Xylene	SS-01	5100 E
	IA-01	29
Methyl Ethyl Ketone (2-Butanone)	IA-01	1 J
Methyl Methacrylate	IA-01	0.7 J
N-Heptane	IA-01	1.5

Appendix C – Property's Environmental History

4 Fulton Square

35-32 College Point Boulevard, Flushing, New York 11354

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Analyte	Location of Detection	Concentrations (ug/m3)
VOCs		
N-Propylbenzene	IA-01	0.38 J
O-Xylene (1,2-Dimethylbenzene)	SS-01	1100
	IA-01	7.1
Toluene	SS-01	7.8
	IA-01	9.5
Trichlorofluoromethane	IA-01	1.2

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX C1

Limited Environmental Investigation
prepared by Roux Associates, Inc., dated September 6, 2007

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX C2

Phase I Environmental Site Assessment (ESA)
prepared by Roux Associates, Inc., dated May 29, 2013

Brownfield Cleanup Program Application
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35-32 College Point Boulevard, Flushing, New York

APPENDIX C3

Remedial Action Work Plan and Health and Safety Plan
prepared by G.C. Environmental, Inc., dated April 14, 2016

Brownfield Cleanup Program Application
4 Fulton Square
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APPENDIX C4

Groundwater Monitoring Report
prepared by G.C. Environmental, Inc., dated December 12, 2016

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX C5

Phase I Environmental Site Assessment (ESA)
prepared by Roux Environmental Engineering and Geology, D.P.C.,
dated July 23, 2019

Brownfield Cleanup Program Application
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35-32 College Point Boulevard, Flushing, New York

APPENDIX C6

New York State Department of Environmental Conservation (NYSDEC)
Brownfields Cleanup Program (BCP) Eligibility Sampling, performed by
Roux Environmental Engineering and Geology, D.P.C., May 2021

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX D

Section IV Property Information

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

-----X
In the Matter of the Violations of Article 17 of the New York
State Environmental Conservation Law, Article 12 of the New
York State Navigation Law, and Titles 6 and 17 of the Official
Compilation of Codes, Rules and Regulations of the State of
New York,

ORDER ON CONSENT

**NYSDEC File No.
R2-20100628-177A**

- by -

WILLETS POINT ASPHALT CORP.,

Respondent.

-----X

WHEREAS:

1. The New York State of Department of Environmental Conservation ("NYSDEC" or the "Department") has jurisdiction over the environmental laws of the State of New York pursuant to Article 3 of the New York State Environmental Conservation Law ("ECL");

2. The Department is authorized to regulate the handling and storage in bulk of petroleum, enforce the illegal discharge of petroleum, and direct the investigation, containment and remediation of petroleum spills, and the registration and maintenance of petroleum bulk storage facilities in the state, pursuant to Article 17 of the ECL, Article 12 of the New York State Navigation Law ("NL"), and Titles 6 and 17 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("NYCRR");

3. Willets Point Asphalt Corp., an active domestic business corporation with offices at 127-50 Northern Boulevard, Flushing, New York, or its predecessor/affiliate Willets Point Contracting Corp. (together, the "Respondent" or "Willets Point"), owned Queens County tax block 4963, lots 212 and 249, also known as 35-32 College Point Boulevard, Flushing, New York, (the "Site") at all relevant times; and

4. Willets Point owned and operated a petroleum bulk storage ("PBS") facility at the Site registered with the Department as facility number 2-032182 (the "PBS Facility") consisting of two successive sets of underground storage tanks ("USTs"), all storing #2 fuel oil: i) a set of two USTs installed in 1956 and closed on or about July 1, 1988, consisting of one 10,000-gallon tank and one 1,500-gallon tank (the "1956 USTs"); and ii) a set of three USTs installed in 1988 and removed in 2007, consisting of one 10,000-gallon tank and two 1,000-gallon tanks (the "1988 USTs").

FACTS

5. On August 6, 1987, while monitoring a New York State-funded gasoline spill

remediation project originating at an off-Site property, Department staff observed 8.95 feet of petroleum product in groundwater wells immediately adjacent to the 10,000-gallon 1956 UST in the sidewalk at the front of the Site, then an asphalt plant, along College Point Boulevard.

6. On August 20, 1987, the Department collected samples from the two wells and identified both as #2 fuel oil. The sewer pump station and Con-Edison transformer boxes along College Point Boulevard adjacent to the 10,000-gallon UST had been impacted by the seeping oil.

7. The Department notified Willets Point of the discharge by letter of August 24, 1987.

8. On August 31, 1987, the 10,000-gallon 1956 UST failed three tightness tests, during which approximately 18 gallons of petroleum discharged from the tank, opening NYSDEC spill number 8704514.

9. On September 17, 1987, the 10,000-gallon 1956 UST failed another tightness test, opening NYSDEC spill number 8705123.

10. For administrative purposes only, the two spill numbers were consolidated with the then-ongoing spill remediation project at and around the Site, NYSDEC spill number 7900995, a separate gasoline spill with an off-Site source. At the completion of the remediation of that spill in 2009, the two on-Site spills remained open under their original numbers.

11. The Respondent failed to investigate the area surrounding the compromised tank and its piping system. Rather, the 1956 USTs were closed on or about July 1, 1988 and replaced with the 1988 USTs. The Respondent has provided no documentation to the Department evidencing proper repair, closure or removal of the 1956 USTs.

12. In addition to the two discharges associated with the 10,000-gallon 1956 UST, an October 1, 1991 site assessment noted surface petroleum staining at the Site, including the areas around both 1,000-gallon 1988 USTs and beneath an unregistered 550-gallon aboveground tank storing kerosene, indicating three additional unreported spills.

13. Soil samples taken by the Department on October 9, 1991 around the 1,000-gallon UST by the office building exhibited significant contamination at a depth of two to four feet.

14. Soil and groundwater samples taken by the Department on October 9, 1991 around the unregistered 550-gallon kerosene tank exhibited significant petroleum contamination.

15. Soil samples taken by the Department in May 1992 in the area of the 1956 and 1988 10,000-gallon USTs, and in the area of the 1,000-gallon office building UST, indicated shallow soil contamination. Also in May 1992, petroleum product was observed coming out of a soil boring hole in the area of the 550-gallon kerosene tank.

16. On August 25, 1992, the Department identified #2 fuel oil in the well adjacent to

the 10,000-gallon UST, indicating a discharge from the UST.

17. On February 25, 2000, Department staff inspected the Site and observed overflowing oil buckets and various stains from unreported petroleum discharges on the ground.

APPLICABLE LAW

18. NL § 192 provides that a person who violates any provision of, or who fails to perform any duty created by, Article 12 of the NL or any rule or regulation promulgated thereunder, shall be liable for a civil penalty of up to \$25,000 per day for each violation.

19. ECL § 71-1929 provides that a person who violates the provisions of, or who fails to perform any duty imposed by, titles 1 through 11 inclusive and title 19 of Article 17 of the ECL, or the rules, regulations, orders or determinations of the commissioner promulgated thereunder, shall be liable for a civil penalty of up to \$37,500 per day for each violation.

20. NL § 173 prohibits the discharge of petroleum.

21. NL § 176 and 17 NYCRR 32.5 require any person discharging petroleum to immediately undertake to contain the discharge.

22. NL § 175, 17 NYCRR 32.3 and 6 NYCRR 613.8 require any person discharging petroleum or with knowledge of a discharge to notify the Department immediately.

23. 6 NYCRR 613.9 (b) requires the owner of a permanently out-of-service UST to: (i) remove liquid and sludge from the tank and connecting lines, and dispose of any waste products removed in accordance with all applicable state and federal requirements; (ii) render the tank free of petroleum vapors; and (iii) disconnect and remove or securely cap or plug all lines, and securely fasten manways in place.

VIOLATIONS

24. By discharging petroleum at the Site, Willets Point violated NL § 173.

25. By failing to notify the Department of petroleum discharges, Willets Point violated NL § 175, 17 NYCRR 32.3, and 6 NYCRR 613.8.

26. By failing to remediate petroleum discharges, Willets Point violated NL § 176 and 17 NYCRR 32.5.

27. By failing to properly close USTs, Willets Point violated 6 NYCRR 613.9 (b).

CONSENT

28. In settlement of the respondent's civil liability for the aforesaid violations, the Respondent waives the right to a hearing herein as provided by law and consents to the issuing

and entering of this Order on Consent pursuant to the provisions of Articles 17 and 71 of the ECL and Article 12 of the NL, and agrees to be bound by the provisions, terms and conditions herein.

29. This Order on Consent is strictly for Department purposes, and is not intended for the benefit of, or use by, any third party in any third-party proceeding.

NOW, being duly advised and having considered this matter, the Commissioner of the New York State Department of Environmental Conservation hereby ORDERS that:

I. PENALTY

A. The Respondent is hereby assessed a total civil penalty in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for the violations stated herein. Of that amount, EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) shall be payable by bank check or certified check to the **Environmental Protection and Spill Compensation Fund** and shall be delivered with the Respondent's executed original of this Order to John K. Urda, Assistant Regional Attorney, NYSDEC Region 2, 47-40 21st Street, Long Island City, New York, 11101.

B. The remaining penalty amount of FIFTEEN THOUSAND DOLLARS (\$15,000) shall be suspended, contingent on the Respondent's full compliance with this Order. The suspended portion of the civil penalty shall become payable immediately upon service of a notice of non-compliance on the Respondent.

C. In the event that the Respondent fails to comply with any obligation of this Order, the Respondent shall in addition be subject to penalties of up to \$37,500 per day per violation pursuant to ECL § 71-1929 and penalties of up to \$25,000 per day per violation pursuant to NL § 192 without prejudicing the Department from seeking further penalties.

II. CORRECTIVE ACTION PLAN

A. Within 30 days of the effective date of this Order, Willets Point shall submit for Department approval a work plan detailing the scope of work proposed to manage and prevent off-Site migration of groundwater contamination (the "Work Plan"). The Work Plan shall conform to the Scope of Work attached as Exhibit A. The Work Plan will include the installation of at least three monitoring wells adjacent to Flushing Creek, and two monitoring wells along the Site sidewalk, as depicted in the aerial photograph attached as Exhibit B. The Work Plan will include an implementation schedule for performing the work proposed and submitting a Groundwater Monitoring Report for Department approval.

B. Upon receiving Department approval of the Work Plan, Willets Point shall implement the Work Plan in accordance with the schedule set forth therein. The Groundwater Monitoring Report shall include conclusions and recommendations for well monitoring and free product recovery if separate phase product is noted in the wells, including existing well MW-41A, and shall provide for the installation of additional delineation wells if free product is detected, and if necessary to prevent off-Site product migration.

C. Within 60 days of receiving Department approval of the Groundwater Monitoring Report, Willets Point shall submit for Department approval an Operation, Monitoring and Maintenance Plan detailing the work proposed to recover free product using passive remedies and prevent off-Site migration of groundwater contamination (the "OM&M Plan"). The OM&M Plan must include an implementation schedule.

D. Upon receiving Department approval of the OM&M Plan, Willets Point shall implement the OM&M Plan in accordance with the implementation schedule set forth therein.

E. All approved submittals and deadlines shall be an enforceable part of this Order. If a submittal is disapproved, the Department shall specify any deficiencies and required modifications in writing. Within 15 days of receipt of the Department's disapproval notice, Willets Point shall submit a revised submittal which addresses the Department's comments, correcting all deficiencies identified in the disapproval notice.

F. Any modifications to this Corrective Action Plan must be approved in advance in writing by the Department. The Department may require additional investigation and/or remedial action due to environmental conditions related to the Site and/or spills which were unknown to the Department.

G. If separate free phase hydrocarbons are present in the groundwater, Willets Point shall immediately conduct gauging and recovery visits at the monitoring wells identified on Exhibit B and MW-41A.

H. All communications to the Department pursuant to this Corrective Action Plan shall be addressed to Mr. Jeffrey Vought, NYSDEC Region 2, 47-40 21st Street, Long Island City, New York, 11101; jeffrey.vought@dec.ny.gov.

I. Upon Department approval of site development plans, it shall rescind the April 13, 2011 letter attached as Exhibit C. Should Site development including excavation of impacted soil (based on staining and/or odor observations) to the water table not commence within three years of the effective date of this Order, Willets Point shall either request an extension of time or immediately submit for Department approval a Remedial Investigation Work Plan detailing the scope of work proposed to fully delineate the contamination both on and off-Site (the "RIWP"). The RIWP must include an implementation schedule for performing the investigation and submitting a Remedial Investigation Report summarizing the information gathered during the investigation (the "RIR"). Upon receiving Department approval of the RIWP, Willets Point shall complete the investigation and submit the RIR for Department approval, within the implementation schedule set forth in the RIWP. The RIR shall include conclusions and recommendations for further action to remediate the subject spills. Within 30 days of receiving Department approval of the RIR, Willets Point shall submit for Department approval a Remedial Action Plan detailing the work proposed to fully remediate the contamination caused by the spills (the "RAP"). The RAP must include an implementation schedule. Upon receiving Department approval of the RAP, Willets Point shall implement the RAP in accordance with the implementation schedule.

III. MISCELLANEOUS

A. Compliance with all terms of this Order shall satisfy the Respondent's outstanding civil liability for the violations described above. The provisions, terms and conditions of this Order shall be deemed to bind the Respondent and the Respondent's heirs, receivers, trustees in bankruptcy, successors and assigns.

B. This Order shall constitute the entire agreement of the Department and the Respondent with respect to settlement of the violations specifically referenced herein.

C. No change in this Order shall be made or become effective except as specifically set forth by written order of the Commissioner, being made either upon written application of the Respondent, or upon the Commissioner's own findings after notice and opportunity to be heard have been given to the Respondent. The Respondent shall have the burden of proving entitlement to any modification requested.


D. The Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs resulting from the acts and/or omissions of the respondent, intentional, negligent, or otherwise, of every nature and description, arising out of or resulting from the compliance or attempted compliance with the provisions of this Order by the Respondent or its employees, servants, agents, successors or assigns.

E. The penalty assessed in the Order constitutes a debt owed to the State of New York. Failure to pay the assessed penalty, or any part thereof, in accordance with the schedule contained in the Order, may result in referral to the New York State Attorney General for collection of the entire amount owed (including the assessment of interest, and a charge to cover the cost of collecting the debt), or referral to the New York State Department of Taxation and Finance, which may offset any tax refund or other monies that may be owed to you by the State of New York by the penalty amount.

F. This Order shall take effect when it is signed by the Commissioner of the Department of Environmental Conservation or his designee.

DATED: Long Island City, New York
March 18, 2016

BASIL SEGGOS
Acting Commissioner, NYSDEC

By: 
VENETIA A. LANNON
Regional Director
NYSDEC - Region 2

CONSENT BY RESPONDENT

The Respondent, WILLETS POINT ASPHALT CORP., hereby consents to the issuing and entering of this Order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, conditions and provisions contained in this Order.

WILLETS POINT ASPHALT CORP.

By [signature]: 

Print name: PETER K. Tully

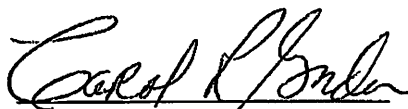
Title: PRESIDENT

Date: March 15, 2016

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF Queens) ss:

On this 15th day of MARCH, 2016, before me personally came PETER K. Tully, who being by me duly sworn did depose and say that s/he is PRESIDENT of WILLETS POINT ASPHALT CORP. and that s/he signed this instrument as authorized by said WILLETS POINT ASPHALT CORP.


Notary Public

CAROL R. GORDON
Notary Public, State of New York
No. 01GO4680187
Qualified in Queens County
Commission Expires April 30, 2018

EXHIBIT A

REMEDIAL SCOPE OF WORK FOR NYSDEC SPILLS 8704514 AND 8705123

The following scope of work will clarify the remedial obligations discussed by the parties, and will be the basis of the Work Plan and follow-up Groundwater Monitoring Report and Operation, Monitoring and Maintenance Plan required by the Corrective Action Plan of Order on Consent R2-20100628-177A.

Willets Point will install 4-inch diameter perimeter groundwater monitoring and recovery wells – three along the Flushing Bay property boundary and up to three in the sidewalk east of the property as shown in Exhibit B. If any existing wells in the sidewalk can be used for monitoring and recovery purposes, the same number of new wells will not be required. Willets Point representatives will monitor for the presence of floating product in the six wells. This will be done initially on a weekly basis and adjusted accordingly with Department approval and based on the presence or absence of such product. Any measureable product will be removed using passive means (absorbent socks) or by manual bailing. The product will be stored in labelled 55-gallon drums for periodic removal and disposal by Willets Point.

This remedial activity will continue until such time as product is no longer measureable in the wells for a period of 12 months or the current site owner begins site development and soil excavation at which time the onsite wells will be abandoned.

EXHIBIT B



LEGEND

- Proposed Monitoring Well Locations
- Existing Monitoring Well Location
- Property Line

GW Flow Direction
↓
West



G. G. ENVIRONMENTAL, INC.
CONSULTANTS CONTRACTORS
22 OAK STREET
BAY SHORE, NEW YORK 11706
TEL: (631) 206-3700
FAX: (631) 206-3729

MONITORING WELL LOCATIONS
WILLETS POINT ASPHALT
35-32 COLLEGE POINT BOULEVARD
FLUSHING, NY 11354
GCE PROJECT NO.: II-215-00

EXHIBIT B
PROPOSED
MONITORING
WELL LOCATIONS



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

RECEIPT

NUMBER

608971

Region Number 2Date 3/18/16Location LICReceived of Willeys Point Asphalt Corp.In the amount of Eighty Five Thousand \$ 85,000For R2-20100628-177A (spill)Paid in full☐ Cash Department Representative Regina Seetaher☒ Check Number 017753 Title Secretary☐ Money Order

ORIGINAL

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Spill Response Program, Region 2
47-40 21st Street, Long Island City, NY 11101
P: (718) 482-4651 | F: (718) 482-4098
www.dec.ny.gov

June 10, 2019

Willeys Point Asphalt Corp.
127-50 Northern Blvd.
Flushing, NY 11368
Attn.: Dean Devoe

Re: Spill at 35-32 College Point Blvd., Queens, NY
Spill Case #: 8705123

Dear Mr. Devoe,

Based on the documentation provided to date, the New York State Department of Environmental Conservation (the "Department") has closed the spill case referenced above. All wells associated with this project should be closed according to the Department's *Groundwater Monitoring Well Decommissioning Procedures*.

The Department hereby reserves all of its rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems necessary due to:

- I. The off-site migration of petroleum contaminants that was unknown at the time of this closure.
- II. Environmental conditions related to this spill case which were unknown to the Department at the time of this closure.
- III. Information received, in whole or part, after the Department's spill case closure, which indicates the corrective action was not sufficiently protective of human health and/or the environment.
- IV. Fraud in obtaining this spill case closure determination.

Please be advised that you should maintain a permanent file of all documentation and correspondence regarding this case for future use as the Department's files may not be maintained indefinitely.

Sincerely,



Hiralkumar Patel
Assistant Engineer
Spill Prevention & Response Programs

cc: Tom Barone, F&T Group



Department of
Environmental
Conservation

Appendix D – Property Description Narrative

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application - Section IV, Question 10

Location

The Site is located at 35-32 College Point Boulevard, Flushing, New York (Site) and is located on the west side of College Point Boulevard, south of Northern Boulevard and immediately east of Flushing Creek. The Site occupies Tax Block 4963 Lot 212.

Site Features

The Site is 0.93 acres (40,510 square feet) with the majority of the lot being vacant and the remainder of the lot, (approximately 20,000 square feet) in the northeast corner of the Site, being used as a materials storage yard for the neighboring building supply store. There is also a 2-story building present in the northeast corner of the Site that is not being used. The ground coverings at the Site consist of bare soil and concrete. A bulkhead is present along the entire western shoreline of Lot 212 (Figure 3). The southwest portion of Lot 249 located immediately south of the Site, includes New York State Department of Environmental Conservation (NYSDEC) tidal wetland and tidal wetland adjacent area (TWAA). The extent of the TWAA on Lot 212, has not been confirmed by the NYSDEC.

Other details of the Site history are discussed in the *Past Use of the Site* section below.

Current Zoning and Land Use

The Site is currently zoned as M1-2/R7-1, according to the New York City Department of City Planning Zoning and Land Use Map. The Department of Buildings property profile indicates there are environmental restrictions on the property for hazmat and noise (E-designations). As a result, the remedial action work plan for the Site will need to address environmental hazmat and noise restrictions.

The area surrounding the Site is urban and developed with low to high-rise multi-family residential buildings, commercial and office buildings, and mixed use residential and commercial properties (Figure 4). Surrounding property usage to the north of the Site, is Grand Family Wooden Doors; Mensch Mill and Lumber Yard Corp and Northern Boulevard further north. To the south, a vacant lot owned by 3532 CPB, LLC, businesses J Performance Inc and U-Haul. To the east, College Point Boulevard, commercial and retail properties further east including carpet, cabinet, furniture, and window distributor. To the west, Flushing Creek, and the Van Wyck Expressway.

Past Use of the Site

Review of historical Sanborn Maps reveal historical use of the Site for coal storage predating 1886 until 1980. Following its use for coal storage, in 1980 the Site is depicted as an asphalt plant with two asphalt tanks and a two-story office located in the northeastern corner of the Site. Willets Point Contracting Corporation/Willets Point Asphalt Corporation owned and operated the Site until the Site was sold to TDC Development & Construction Corporation (TDC) in 2008. TDC leased the Site to various companies for storage for lumber, scrap metal, and building materials until 2013 when the property was sold to YWA College Point LLC. The Site was sold to 3532 CPB LLC in 2016. The use of the Site by tenants for storage has remained consistent since 2008.

Site Geology & Hydrogeology

Based upon prior investigations, the Site is underlain by historical fill material. The groundwater table ranges from between five to seven feet below land surface. The grade of the Site slopes gently towards the west in the direction of Flushing Creek. The average elevation of the Site is approximately nine feet above mean sea level (ft amsl). There is TWAA potentially encroaching on Site associated with tidal wetlands located on Lot 249. The Site lies within the 100-year flood zone. The regional direction of groundwater flow is assumed to flow towards the west in the direction of Flushing Creek.

Appendix D – Property Description Narrative

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application - Section IV, Question 10

Environmental Assessment

Willets Point Asphalt Corp. owned and operated a Petroleum Bulk Storage (PBS) facility at the site registered with the department as facility number 2-032182 (the PBS Facility). The PBS Facility included two successive sets of USTs, all storing No. 2 Fuel oil:

- 1.) one 10,000-gallon tank and one 1,500-gallon tank installed in 1956 and closed on or about July 1988; and
- 2.) three USTs installed in 1988 and removed in 2007, consisting of one 10,000-gallon tank and two 1,000-gallon tanks. The 1988 10,000-gallon UST was installed in or around the same location as the 1956 10,000-gallon UST and the two 1988 1,000-gallon UST's were installed approximately 50 feet from the new 10,000-gallon UST, one to the northwest and the other to the southwest of the tank.

There was a spill in 1987 due to a release from a 10,000-gallon UST (Spill No. 8705123). Willet's Point Asphalt then removed the 10,000-gallon UST and replaced it with another 10,000-gallon UST, as mentioned above. In 2007, Roux provided oversight on behalf of TDC for the removal of three USTs - one 10,000-gallon UST, and two 1,000-gallon USTs, all USTs were previously storing No.2 fuel oil. Confirmatory soil samples were collected from the excavation areas and three temporary groundwater monitoring wells were installed and sampled. Based on the laboratory data, it did not appear that the three oil containing USTs that were removed in 2007 significantly impacted the soils at the Site. Based on the presence of floating product in two of the three temporary monitoring wells (MW-1 and MW-2) and elevated polyaromatic hydrocarbons (PAHs) in the groundwater sample from MW-3, groundwater beneath the Site was determined to be impacted by product. It should be noted that the former onsite oil-containing USTs, removed in 2007, passed integrity tests, were not observed by Roux to have been leaking upon their removal, and soil samples collected from the UST excavations did not reveal evidence of tank leakage. It is likely there was residual contamination present in groundwater from the original leaking 10,000-gallon UST that was not evident during the 2007 endpoint sampling.

Several historical spills associated with the Willet's Point Asphalt Site operations (Spill No. 7900995 closed 2009, Spill No. 1508788 closed 2015, and Spill No.8705123 closed 2019) have all been closed. The spills included No.2 fuel oil from tank test failures, and a spill from unknown petroleum. Willet's Point Asphalt was issued a NYSDEC Corrective Action Plan of Order on Consent, dated March 18, 2016 (provided in this appendix). A Remedial Action Work Plan (RAWP), dated August 9, 2016, was approved by the NYSDEC and implemented. Based upon the 2019 Phase I ESA completed by Roux, the Environmental Data Resources (EDR) report for the Site indicated groundwater monitoring wells were installed and sampled from May 2017 through May 2019. Spill No. 8705123 was closed in 2019, the documentation is provided in this appendix.

Current Soil Conditions

A limited Site investigation was completed by Roux in May 2021 to determine if Site soils are impacted to inform Site redevelopment decisions. Soils exhibited exceedances of NYSDEC Part 375 Restricted Residential Soil Cleanup Objectives (RRSCOs) and NYSDEC Part 375 Protection of Groundwater Soil Cleanup Objectives (PGWSCOs) for volatile organic compounds (VOCs), semi volatile organic compounds (SVOCs) or metals throughout the center of Lot 212. RRSCOs were utilized as comparison for the results since the planned redevelopment will include affordable residential housing.

Concentrations of vinyl chloride were detected in the central area of the Site above the RRSCOs and PGWSCOs. Polyaromatic hydrocarbons (PAHs) were also detected in shallow soils in the central area of the Site at three locations SB-8, SB-9, and SB-10 with exceedances of RRSCOs and PGWSCOs, additional detail regarding specific contaminants is provided in the summary that follows. Metals, specifically arsenic, was detected in exceedance of RRSCOs and PGWSCOs.

Appendix D – Property Description Narrative

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35-32 College Point Boulevard, Flushing, New York 11354
BCP Application - Section IV, Question 10

The following concentration ranges are provided for analytes compared to RRSCOs and PGWSCOs:

VOCs

- Vinyl chloride was detected at one location, SB-10 (0-2) at a concentration of 1.4 mg/kg which exceeds the RRSCO at 0.9 mg/kg.
- The following VOCs exceeded the PGWSCOs but did not exceed the RRSCOs: acetone, benzene, cis-1,2-Dichloroethylene, methyl ethyl ketone (2-butanone), n-butylbenzene, n-propylbenzene, sec-butylbenzene, and xylenes.
 - Acetone is a common lab contaminant and is not likely evidence of onsite impact.

SVOCs

- Benzo(a)anthracene exceeded the RRSCO of 1 mg/kg at three locations, with concentrations ranging from 1.4 mg/kg at SB-9 (0-2) to 6.4 mg/kg at SB-10 (0-2).
- Benzo(a)pyrene exceeded the RRSCO of 1 mg/kg at three locations, with concentrations ranging from 1.2 mg/kg at SB-9 (0-2) to 5.8 mg/kg at SB-10 (0-2).
- Benzo(b)fluoranthene exceeded the RRSCO of 1 mg/kg at three locations, with concentrations ranging from 1.6 mg/kg at SB-9 (0-2) to 7.1 mg/kg at SB-10 (0-2).
- Chrysene exceeded the RRSCO of 3.9 mg/kg at one location, SB-10 (0-2) with a concentration of 6.1 mg/kg.
- Dibenz(a,h)anthracene exceeded the RRSCO of 0.33 mg/kg at one location, SB-10 (0-2) with a concentration of 0.34 mg/kg.
- Indeno(1,2,3-c,d)pyrene exceeded the RRSCO of 0.5 mg/kg at three locations, with concentrations ranging from 1.1 mg/kg at SB-8 (0-2) to 2.7 mg/kg at SB-10 (0-2).
- The following SVOCs exceeded the PGWSCOs but did not exceed the RRSCOs: 4-methylphenol (p-cresol), benzo(k)fluoranthene, and m & p cresols.

Metals

- Arsenic exceeded the RRSCO of 16 mg/kg at two locations, with concentrations ranging from 25.7 mg/kg at SB-7 (0-2) to 122 mg/kg at SB-10 (4-6).
- Selenium exceeded the PGWSCOs but did not exceed the RRSCOs.

Current Groundwater Conditions

A total of five one-inch PVC temporary wells were installed on Site to collect groundwater grab samples during the May 2021 investigation. Measurable free product was observed in one location, SB-6 which was in the vicinity of a former 1,000-gal UST. Spill Case No. 2101136 was opened in response to the petroleum impacts observed during the investigation. The four temporary monitoring well locations were analyzed for VOCs, SVOCs, metals and emerging contaminants, whereas groundwater at location SB-6 was not sampled due to the presence of free-product. The free product at SB-6 was analyzed and identified as No.2 fuel oil. VOC exceedances of NYSDEC AWQSGVs were detected in groundwater samples from SB-5_GW, and SB-7_GW. SVOC exceedances of NYSDEC AWQSGVs were detected in groundwater samples from SB-5_GW. Metals exceedances of NYSDEC AWQSGVs were detected in all groundwater samples. However, iron, magnesium, manganese and sodium were detected in both total and dissolved metals samples, these are naturally occurring compounds and are not included in the summary of AWQSGVs exceedances below. Lead was also detected in the total metals sample at SB-4_GW, it was not detected in the dissolved samples, which is indicative that the lead exceedance may be associated with sediment in the groundwater sample.

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Emerging contaminants Perfluorooctanesulfonic acid (PFOS) or Perfluorooctanoic acid (PFOA) were also detected in groundwater samples throughout the Site, above the current guidance values.

VOCs

- 1,2,4-Trimethylbenzene was detected at one location, SB-7_GW (DUP) at a concentration of 11 µg/L which exceeds the AWQSGVs of 5 µg/L.
- 1,3,5-Trimethylbenzene (Mesitylene) was detected at one location, SB-7_GW (DUP) at a concentration of 5.8 µg/L which exceeds the AWQSGVs of 5 µg/L.
- Benzene was detected at one location, SB-7_GW (DUP) at a concentration of 1.1 µg/L which exceeds the AWQSGVs of 1 µg/L.
- Isopropylbenzene (Cumene) was detected at two locations, SB-5_GW, and SB-7_GW (DUP), with concentrations ranging between 14 µg/L at location SB-5_GW and 22 µg/L at location SB-7_GW (DUP), which exceeds the AWQSGVs of 5 µg/L.
- m,p-Xylene was detected at one location, SB-7_GW (DUP) at a concentration of 6.6 µg/L which exceeds the AWQSGVs of 5 µg/L.
- N-butylbenzene was detected at one location, SB-5_GW at a concentration of 8.8 µg/L which exceeds the AWQSGVs of 5 µg/L.
- N-propylbenzene was detected at one location, SB-5_GW at a concentration of 21 µg/L which exceeds the AWQSGVs of 5 µg/L.
- Sec-butylbenzene was detected at was detected at two locations, SB-5_GW, and SB-7_GW, with concentrations ranging between 8.8 µg/L at location SB-7_GW and 12 µg/L at location SB-5_GW which exceeds the AWQSGVs of 5 µg/L.
- Xylenes (Total) was detected at one location, SB-7_GW (DUP) at a concentration of 11 µg/L which exceeds the AWQSGVs of 5 µg/L.

SVOCs

- Acenaphthene was detected at one location, SB-5_GW at concentrations of 61 µg/L which exceeds the AWQSGVs of 20 µg/L.
- Benzo(a)anthracene was detected at one location, SB-5_GW at a concentration of 2 µg/L which exceeds the AWQSGVs of 0.002 µg/L.
- Benzo(A)Pyrene was detected at one location, SB-5_GW at a concentration of 0.95J µg/L which exceeds the AWQSGVs of 0 µg/L.
- Benzo(B)Flouranthene was detected at one location, SB-5_GW at a concentration of 1.2 J µg/L which exceeds the AWQSGVs of 0.002 µg/L.
- Chrysene was detected at one location, SB-5_GW at a concentration of 3.1 µg/L which exceeds the AWQSGVs of 0.002 µg/L.
- Fluorene was detected at one location, SB-5_GW at a concentration of 120 µg/L which exceeds the AWQSGVs of 50 µg/L.
- Naphthalene was detected at one location, SB-5_GW at a concentration of 53 µg/L which exceeds the AWQSGVs of 10 µg/L.
- Phenanthrene was detected at one location, SB-5_GW at a concentration of 220 µg/L which exceeds the AWQSGVs of 50 µg/L.

Appendix D – Property Description Narrative

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Metals

- Lead (Total) was detected in at one location SB-4_GW at a concentration of 64.6 µg/L which exceeds the AWQSGVs of 25 µg/L, it was not detected above the AWQSGVs in the dissolved samples.

Emerging Contaminants

- 1,4-Dioxane (P-Dioxane) was detected at two locations at concentrations ranging between, 1.2 µg/L at location SB-7_GW and 2.3 µg/L at location SB-4_GW, which exceeds the AWQSGVs of 1 µg/L.
- Perfluorooctanesulfonic acid (PFOS) was detected at all four groundwater sampling locations with concentrations ranging between 13.4 ng/L at location SB-13_GW and 51.8 ng/L at location SB-7_GW, which exceeds the AWQSGVs of 10 ng/L.
- Perfluorooctanoic acid (PFOA) was detected at three locations at concentrations ranging between 17.1 ng/L at location SB-13_GW and 200 ng/L at location SB-7_GW, which exceeds the AWQSGVs of 10 ng/L.

Current Soil Vapor Conditions

One sub-slab soil vapor sample was collected beneath the 2-Story building along with an indoor air sample. Elevated concentrations of petroleum related compounds were detected in the sub-slab soil vapor sample: such as ethylbenzene at a concentration of 1400 µg/m³, m,p-Xylene at a concentration of 5100 E µg/m³, and O-Xylene (1,2-Dimethylbenzene) at a concentration of 1100 µg/m³. There were relatively low detections of VOCs in the indoor air sample.

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX E

Section VI Current Property Owner-Operator Information

Appendix E – Previous Property Owners and Operators

4 Fulton Square
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BCP Application - Section VI

**PREVIOUS OWNERS' INFORMATION FROM NEW YORK CITY TAX RECORDS
Block 4963 Lot 212**

Period	Tax Parcel	Owner	Source	Relationship to Requestor
Unknown – 4/1/1921	Block 4963, Lot 212	Augustus M. Ryon and Harriet A. Ryon <i>-Contact Information Not Available</i>	Title Document	None
4/1/1921 – Unknown	Block 4963, Lot 212	Commonwealth Fuel Company Inc. <i>-Contact Information Not Available</i>	Title Document	None
Unknown – 9/15/1955	Block 4963, Lot 212	Burns Bros. <i>-Contact Information Not Available</i>	Title Document	None
9/15/1955 – 12/13/1983	Block 4963, Lot 212	POANNE REALTY CORP. <i>-Contact Information Not Available</i>	NYC ACRIS	None
12/13/1983 - 8/30/1991	Block 4963, Lot 212	WILLETS POINT CONTRACTING CORP. <i>-Contact Information Not Available</i>	NYC ACRIS	None
8/30/1991-1/8/2008	Block 4963, Lot 212	WILLETS POINT ASPHALT CORP. 32-02 College Point Blvd, Flushing, NY 11354 718-321-8695	NYC ACRIS	None
1/8/2008 - 5/29/2013	Block 4963, Lot 212	TDC DEVELOPMENT & CONSTRUCTION CORP. 136-20 38 th Ave, 12 th Floor Flushing, NY 11354	NYC ACRIS	Affiliate of Current Owner
5/29/2013 -9/15/2016	Block 4963, Lot 212	YWA-COLLEGE POINT LLC 435 Hudson St. #402, NY, New York, 10014	NYC ACRIS	None
9/15/2016 - Present	Block 4963, Lot 212	3532 CPB LLC 37-12 Prince Street, #PH 2, Flushing, NY 11354	NYC ACRIS	Current Owner

Appendix E – Previous Property Owners and Operators

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**PREVIOUS OPERATORS' INFORMATION
Block 4963, Lot 212**

Period	Tax Parcel	Operator	Source	Relationship to Requestor
1886-1897	Block 4963, Lot 212	North Side Coal Co / E.F. Harris Agt -Coal piles in northern and central portions -Two-story building in northeast corner labeled as a coal shed and a lime and cement shed -Wood sawing building in western central portion -One-story structure along an inlet encroaching the property from Flushing Creek -Flushing and North Side Railroad through southern portion -Inlet no longer present in southern portion (1892-1897)	Sanborn Maps	None
1903	Block 4963, Lot 212	A. M. Ryon Coal, Wood, & Masons Materials -Coal Shed in northeastern portion -Coal shed and Cutting room in central portion -Shed and cement shed in southern portion -Wood shed and dwelling with open elevator in southern portion of Lot 249	Sanborn Maps	None
1917	Block 4963, Lot 212	Thos. F. Tudley & Co Contractors in the northern portion A. M. Ryon Coal, Wood, & Masons Materials in the southern portion -Contracting area depicts a movable hoist, office, and stone area -Mason storage yard has a one-story wood shed, coal pockets in the western central portion, and cement storage in the southern portion	Sanborn Maps	None

Appendix E – Previous Property Owners and Operators

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Period	Tax Parcel	Operator	Source	Relationship to Requestor
1934-1951	Block 4963, Lot 212	Burns Bros. Coal Co -Former cement house now noted as truck storage -Additional engine and boiler rooms present in southwestern portion -Gasoline tank depicted in southeastern portion -Railroad is noted as abandoned -Buildings in northeastern portion have reduced in size (1951) -Additional auto related building in northwestern portion (1951)	Sanborn Maps	None
1980-2006	Block 4963, Lot 212	Asphalt Plant -Two asphalt tanks and a two-story building in northeastern corner -Remaining area contains gravel hoppers, steel hoppers, and structures related to the asphalt plant -Additional one-story structure in southeastern portion -Removal of gravel hopper in southeastern portion (1991-2006) -Cement brick warehouse in southern portion (1991-2006)	Sanborn Maps	None
1983-2008	Block 4963 Lot 212	Willets Point Asphalt Corp 32-02 College Point Blvd, Flushing, NY 11354 PH (718) 321-8695	City Directory (Hill-Donnelly Information Services)	None
2008 – September 2009	Block 4963, Lot 212	Vacant	Current Owner Provided Information	N/A

Appendix E – Previous Property Owners and Operators

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Period	Tax Parcel	Operator	Source	Relationship to Requestor
October 2009 - June 2010	Block 4963 Lot 212	Mensch –Building Supplies, Inc. 1261 Commerce Ave, Bronx, NY 10462 OR 6842 Main St, Queens, NY 11367 PH (718) 359-7500	Current Owner Provided Information	None
March 2011 – May 2016	Block 4963 Lot 212	Wu's Metal, Inc. / Scrap King of Flushing, Inc. 4640 Metropolitan Ave, Ridgewood, NY 11385 PH (718) 821-8010	Current Owner Provided Information	None
September 2016 – December 2019	Block 4963 Lot 212	Top 8 Construction Corp. 3810 138th St, Flushing, NY 11354 PH (718) 359-1201	Current Owner Provided Information	Affiliate of Current Owner
February 2021 - Present	Block 4963 Lot 212	H&L Building Supplies LLC 35-20A College Point Blvd. Flushing, NY 11354 PH (718) 865-9588	Current Owner Provided Information	Third Party Licensee

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APPENDIX F

Section VII Requestor Eligibility Information

Appendix F – Requestor Eligibility Information

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Based on the environmental history discussed in the preceding Appendix, the Site was developed as early as 1886 with several commercial structures (including several outbuildings). Commercial uses prior to the current ownership have included several coal, wood and masonry supply companies, and an asphalt plant. The Site has been used for building supply material storage since circa 2008. The Site is secured by a chain link fence with locking access gates.

Several historic spills were associated with Willet's Point Contracting Corp and Willet's Point Asphalt Corp, (collectively referred to herein as WPA) who owned and operated the Site from December 13, 1983, through January 8, 2008. A list of the New York State Department of Environmental Conservation (NYSDEC) Site spills associated with the WPA operations are summarized below:

- Spill No. 7900995 opened in 10/1979 and closed 8/2009;
- Spill No. 8704514 opened in 8/1987 closed 12/2016;
- Spill No. 1508788 opened 11/2015 and closed 12/2015;
- Spill No. 8705123 opened 9/1987 and closed 6/2019;
- Spill No. 0008962 opened 11/2000 closed 01/2004; and
- Spill No. 0105316 opened 8/2001 closed 10/2005.

As noted above, the spills have all been closed, they all involved No.2 fuel oil from tank test failures, tank overfill(s) or spill(s) from unknown petroleum.

An affiliate of the current owner, TDC Development & Construction Corp. (TDC), obtained ownership of the Site from January 8, 2008 through May 29, 2013. TDC ownership was equally divided 50% by Christian Lee and 50% by Sunny Chiu. At the time of property sale, TDC was notified of the pre-existing NYSDEC Spill number 790095 that WPA was addressing. WPA's environmental obligations included 1.) to remove the asphalt plant, provided that the two story office building in the north corner of the Site would remain, and 2.) to close and remove the existing tanks (two 1,000 gallon tanks and one 10,000 gallon tank), to remove the concrete encasing the 10,000 gallon tank and to allow testing of soils beneath the tanks. On April 11, 2011, a Site Access Agreement between TDC and WPA and/or Tully Construction Corp. was established to allow WPA to complete an environmental investigation of soils and groundwater, install groundwater monitoring wells, and to complete groundwater monitoring.

On May 29, 2013 the Site was sold to YWA-College Point LLC, who retained ownership of the Site until September 15, 2016, when the Site was sold to the Requestor (3532 CPB LLC). 3532 CPB LLC ownership is equally divided, 50% by Christian Lee and 50% by Sunny Chiu. The former TDC ownership parties are the same shared ownership as the current ownership for 3532 CPB LLC.

Prior to Site ownership by 3532 CPB LLC, WPA was issued a NYSDEC Corrective Action Plan of Order on Consent, dated March 18, 2016. A Remedial Action Work Plan (RAWP), dated August 9, 2016, was approved by the NYSDEC.

All Spills associated with the Site occurred prior to the Requestor (3532 CPB LLC) obtaining Site ownership on September 15, 2016. The Requestor (3532 CPB LLC) has provided WPA access to the Site to complete any environmental spill closure activities required by the NYSDEC associated with Spill No. 8705123 which was the last open spill being addressed by WPA and the NYSDEC closed the spill in 2019. There are no recorded spills associated with the Requestor (3532 CPB LLC) or its tenants, except for the spill reported in May 2021 as summarized below.

During the recent May 2021 BCP Eligibility Investigation completed by Roux, product was identified in soils at location SB-6 directly above the water table and in the groundwater grab sample collected at SB-6. Petroleum contamination was not observed in shallow soils at SB-6. Approximately one-foot of product was measured in the one-inch temporary well installed at SB-6 and through laboratory analysis it was identified as Fuel Oil No. 2. Boring location SB-6 is located within the general vicinity of the former 1,000-gallon UST

Appendix F – Requestor Eligibility Information

4 Fulton Square
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that was removed in 2007. Petroleum related soil impacts such as staining, and odors were observed within the smear zone of the water table and in deeper soils. In addition, surface staining was also observed along the southern property boundary near where soil boring SB-5 was installed. Petroleum staining was also observed to be leaching from the southern retaining wall near SB-5. Boring location, SB-5 is located approximately 60-feet south of boring location SB-6, these observed impacts do not appear to be related. Spill Case No. 2101136 was opened by Roux in response to the petroleum impacts observed during the investigation.

Since taking on the ownership of the Site, the Requestor (3532 CPB LLC) and their tenants have not installed any USTs and there has been no evidence of petroleum staining in shallow soils related to their tenants' operations. Requestor has also kept the sole on-Site building unoccupied, thereby eliminating any risk of indoor air quality concerns arising from possible subsurface vapor conditions.

The Requestor's (3532 CPB LLC) liability would arise solely as a result of its ownership. Requestor (3532 CPB LLC) has no connection with any previous release of hazardous substances on the Site, nor did TDC, Requestor's affiliate and predecessor owner between 2008 and 2013. As shown above, Requestor has acted with due care concerning the hazardous substances identified on the Site, as did its affiliate TDC, during TDC's ownership of the Site. As such the Requestor (3532 CPB LLC) is a Volunteer.



Prepared by the Real Property Committee of the Association of the Bar of the City of New York.

NOTE: This form is intended to cover matters common to most transactions. Provisions should be added, altered or deleted to suit the circumstances of a particular transaction.

Contract of Sale — Office, Commercial and Multi-Family Residential Premises

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CONTRACT dated ~~May~~ **JULY 25, 2007**

between

WILLETS POINT ASPHALT CORP. 127-50 Northern Blvd. Flushing New York 11368

("Seller") and

FULTON/IMAX INTERNATIONAL (HOLDINGS), INC.
133-32 41 ST. RD.
FLUSHING, N. Y. 11355

("Purchaser").

Seller and Purchaser hereby covenant and agree as follows:

Section 1. Sale of Premises and Acceptable Title

§1.01. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this contract: (a) the parcel of land more particularly described in Schedule A attached hereto ("Land"); (b) all buildings and improvements situated on the Land (collectively, "Building"); (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; (d) the appurtenances and all the estate and rights of Seller in and to the Land and Building; and (e) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property attached or appurtenant to the Building (collectively, "Premises"). The Premises are located at or known as

Street and Post Office Address:

35-32 College Point Blvd

Flushing, New York

Block 4963 Lots 212 and 249 as more

particularly described in Schedule A

§1.02. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this contract, subject only to: (a) the matters set forth in Schedule B attached hereto (collectively, "Permitted Exceptions"); and (b) such other matters as (i) the title insurer specified in Schedule D attached hereto (or if none is so specified, then any title insurer

licensed to do business by the State of New York) shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Premises, and (ii) shall be accepted by any lender described in Section 274-a of the Real Property Law ("Institutional Lender") which has committed in writing to provide mortgage financing to Purchaser for the purchase of the Premises ("Purchaser's Institutional Lender"), except that if such acceptance by Purchaser's Institutional Lender is unreasonably withheld or delayed, such acceptance shall be deemed to have been given.

Section 2. Purchase Price, Acceptable Funds, Existing Mortgages, Purchase Money Mortgage, Escrow of Downpayment and Foreign Persons

§2.01. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Premises as provided in Schedule C attached hereto is \$ **11,750.00**

§2.02. All monies payable under this contract, unless otherwise specified in this contract, shall be paid by (a) certified checks of Purchaser or any person making a purchase money loan to Purchaser drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York or (b) official bank checks drawn by any such banking institution, payable to the order of Seller, except that uncertified checks of Purchaser payable to the order of Seller up to the amount of one-half of one percent of the Purchase Price shall be acceptable for sums payable to Seller at the Closing.

~~§2.03. (a) If Schedule C provides for the acceptance of title by Purchaser subject to one or more existing mortgages (collectively, "Existing Mortgage(s)"), the amounts specified in Schedule C with reference thereto may be approximate. If at the Closing the aggregate principal amount of the Existing Mortgage(s), as reduced by payments required thereunder prior to the Closing, is less than the aggregate amount of the Existing Mortgage(s) as specified in Schedule C, the difference shall be added to the monies payable at the Closing, unless otherwise expressly provided herein.~~

~~(b) If any of the documents constituting the Existing Mortgage(s) or the note(s) secured thereby prohibits or restricts the conveyance of the Premises or any part thereof without the prior consent of the holder or holders thereof ("Mortgagee(s)") or confers upon the Mortgagee(s) the right to accelerate payment of the indebtedness or to change the terms of the Existing Mortgage(s) in the event that a conveyance is made without consent of the Mortgagee(s), Seller shall notify such Mortgagee(s) of the proposed conveyance to Purchaser within 10 days after execution and delivery of this contract, requesting the consent of such Mortgagee(s) thereto. Seller and Purchaser shall furnish the Mortgagee(s) with such information as may reasonably be required in connection with such request and shall otherwise cooperate with such Mortgagee(s) and with each other in an effort expeditiously to procure such consent, but neither shall be obligated to make any payment to obtain such consent. If such Mortgagee(s) shall fail or refuse to grant such consent in writing on or before the date set forth in Schedule D or shall require as a condition of the granting of such consent (i) that additional consideration be paid to the Mortgagee(s) and neither Seller nor Purchaser is willing to pay such additional consideration or (ii) that the terms of the Existing Mortgage(s) be changed and Purchaser is unwilling to accept such change, then unless Seller and Purchaser mutually agree to extend such date or otherwise modify the terms of this contract, Purchaser may terminate this contract in the manner provided in §13.02. If Schedule C provides for a Purchase Money Mortgage (as defined in §2.04), Seller may also terminate this contract in the manner provided in §13.02 if any of the foregoing circumstances occur or if Seller is unwilling to accept any such change in the terms of the Existing Mortgage(s).~~

~~§2.04. (a) If Schedule C provides for payment of a portion of the Purchase Price by execution and delivery to Seller of a note secured by a purchase money mortgage ("Purchase Money Mortgage"), such note and Purchase Money Mortgage shall be drawn by the attorney for the Seller on the most recent forms of the New York Board of Title Underwriters for notes and for mortgages of like lien, as modified by this contract. At the Closing, Purchaser shall pay the mortgage recording tax and recording fees therefor and the filing fees for any financing statements delivered in connection therewith.~~

~~(b) If Schedule C provides for the acceptance of title by Purchaser subject to Existing Mortgage(s) prior in lien to the Purchase Money Mortgage, the Purchase Money Mortgage shall provide that it is subject and subordinate to the lien(s) of the Existing Mortgage(s) and shall be subject and subordinate to any extensions, modifications, renewals, consolidations, substitutions or replacements thereof (collectively, "Refinancing" or "Refinanced Mortgage"), provided that (i) the rate of interest payable under a Refinanced Mortgage shall not be greater than that specified in Schedule D as the Maximum Interest Rate or, if no Maximum Interest Rate is specified in Schedule D, shall not be greater than the rate of interest that was payable on the refinanced indebtedness immediately prior to such Refinancing, and (ii) if the principal amount of the Refinanced Mortgage plus the principal amount of other Existing Mortgage(s), if any, remaining after placement of a Refinanced Mortgage exceeds the amount of principal owing and unpaid on all mortgages on the Premises superior to the Purchase Money Mortgage immediately prior to the Refinancing, an amount equal to the excess shall be paid at the closing of the Refinancing to the holder of the Purchase Money Mortgage in reduction of principal payments due thereunder in inverse order of maturity. The Purchase Money Mortgage shall further provide that the holder thereof shall, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements reasonably required by the mortgagor to confirm such subordination.~~

~~(c) The Purchase Money Mortgage shall contain the following additional provisions:~~

~~(i) "The mortgagor or any owner of the mortgaged premises shall have the right to prepay the entire unpaid indebtedness together with accrued interest, but without penalty, at any time on or after [insert the day following the last day of the fiscal year of the mortgagee in which the Closing occurs or, if a Prepayment Date is specified in Schedule D, the specified Prepayment Date], on not less than 10 days written notice to the holder hereof."~~

~~(ii) "Notwithstanding anything to the contrary contained herein, the obligation of the mortgagor for the payment of the indebtedness and for the performance of the terms, covenants and conditions contained herein and in the note secured hereby is limited solely to recourse against the property secured by this mortgage, and in no event shall the mortgagor or any principal~~

~~of the mortgagor, disclosed or undisclosed, be personally liable for any breach of or default under the note or this mortgage or for any deficiency resulting from or through any proceedings to foreclose this mortgage, nor shall any deficiency judgment, money judgment or other personal judgment be sought or entered against the mortgagor or any principal of the mortgagor, disclosed or undisclosed, but the foregoing shall not adversely affect the lien of this mortgage or the mortgagee's right of foreclosure."~~

~~(iii) "In addition to performing its obligations under Section 274-a of the Real Property Law, the mortgagee, if other than one of the institutions listed in Section 274-a, agrees that, within 10 days after written request by the mortgagor, but not more than twice during any period of 12 consecutive months, it will execute, acknowledge and deliver without charge a certificate of reduction in recordable form (a) certifying as to (1) the then unpaid principal balance of the indebtedness secured hereby, (2) the maturity date thereof, (3) the rate of interest, (4) the last date to which interest has been paid and (5) the amount of any escrow deposits then held by the mortgagee, and (b) stating, to the knowledge of the mortgagee, whether there are any alleged defaults hereunder and, if so, specifying the nature thereof."~~

~~(iv) "All notices required or desired to be given under this mortgage shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail, addressed to the mortgagor and mortgagee at the addresses specified in this mortgage or to such other parties or at such other addresses, not exceeding two, as may be designated in a notice given to the other party or parties in accordance with the provisions hereof."~~

~~(v) The additional provisions, if any, specified in a rider hereto.~~

~~§2.05. (a) If the sum paid under paragraph (a) of Schedule C or any other sums paid on account of the Purchase Price prior to the Closing (collectively, "Downpayment") are paid by check or checks drawn to the order of and delivered to Seller's attorney or another escrow agent ("Escrowee"), the Escrowee shall hold the proceeds thereof in escrow in a special bank account (or as otherwise agreed in writing by Seller, Purchaser and Escrowee) until the Closing or sooner termination of this contract and shall pay over or apply such proceeds in accordance with the terms of this section. Escrowee need not hold such proceeds in an interest-bearing account, but if any interest is earned thereon, such interest shall be paid to the same party entitled to the escrowed proceeds, and the party receiving such interest shall pay any income taxes thereon. The tax identification numbers of the parties are either set forth in Schedule D or shall be furnished to Escrowee upon request. At the Closing, such proceeds and the interest thereon, if any, shall be paid by Escrowee to Seller. If for any reason the Closing does not occur and either party makes a written demand upon Escrowee for payment of such amount, Escrowee shall give written notice to the other party of such demand. If Escrowee does not receive a written objection from the other party to the proposed payment within 10 business days after the giving of such notice, Escrowee is hereby authorized to make such payment. If Escrowee does receive such written objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by written instructions from the parties to this contract or a final judgment of a court. However, Escrowee shall have the right at any time to deposit the escrowed proceeds and interest thereon, if any, with the clerk of the Supreme Court of the county in which the Land is located. Escrowee shall give written notice of such deposit to Seller and Purchaser. Upon such deposit Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.~~

~~(b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience, that Escrowee shall not be deemed to be the agent of either of the parties, and that Escrowee shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this contract or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold Escrowee harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith, in willful disregard of this contract or involving gross negligence on the part of Escrowee.~~

~~(c) Escrowee has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this contract.~~

~~§2.06. In the event that Seller is a "foreign person", as defined in Internal Revenue Code Section 1445 and regulations issued thereunder (collectively, the "Code Withholding Section"), or in the event that Seller fails to deliver the certification of non-foreign status required under §10.12(c), or in the event that Purchaser is not entitled under the Code Withholding Section to rely on such certification, Purchaser shall deduct and withhold from the Purchase Price a sum equal to ten percent (10%) thereof and shall at Closing remit the withheld amount with Forms 8238 and 8288A (or any~~

successors thereto) to the Internal Revenue Service; and if the cash balance of the Purchase Price payable to Seller at the Closing after deduction of net adjustments, apportionments and credits (if any) to be made or allowed in favor of Seller at the Closing as herein provided is less than ten percent (10%) of the Purchase Price, Purchaser shall have the right to terminate this contract, in which event Seller shall refund the Downpayment to Purchaser and shall reimburse Purchaser for title examination and survey costs as if this contract were terminated pursuant to §13.02. The right of termination provided for in this §2.06 shall be in addition to and not in limitation of any other rights or remedies available to Purchaser under applicable law.

Section 3. The Closing

§3.01. Except as otherwise provided in this contract, the closing of title pursuant to this contract ("Closing") shall take place on the scheduled date and time of closing specified in Schedule D (the actual date of the Closing being herein referred to as "Closing Date") at the place specified in Schedule D.

Section 4. Representations and Warranties of Seller

Rider A

Seller represents and warrants to Purchaser as follows:

§4.01. Unless otherwise provided in this contract, Seller is the sole owner of the Premises.

~~§4.02. If the Premises are encumbered by an Existing Mortgage(s), no written notice has been received from the Mortgagee(s) asserting that a default or breach exists thereunder which remains uncured and no such notice shall have been received and remain uncured on the Closing Date. If copies of documents constituting the Existing Mortgage(s) and note(s) secured thereby have been exhibited to and initialed by Purchaser or its representative, such copies are true copies of the originals and the Existing Mortgage(s) and note(s) secured thereby have not been modified or amended except as shown in such documents.~~

~~§4.03. The information concerning written leases (which together with all amendments and modifications thereof are collectively referred to as "Leases") and any tenancies in the Premises not arising out of the Leases (collectively, "Tenancies") set forth in Schedule E attached hereto ("Rent Schedule") is accurate as of the date set forth therein or, if no date is set forth therein, as of the date hereof, and there are no Leases or Tenancies of any space in the Premises other than those set forth therein and any subleases or subtenancies. Except as otherwise set forth in the Rent Schedule or elsewhere in this contract:~~

- (a) all of the Leases are in full force and effect and none of them has been modified, amended or extended;
- (b) no renewal or extension options have been granted to tenants;
- (c) no tenant has an option to purchase the Premises;
- (d) the rents set forth are being collected on a current basis and there are no arrearages in excess of one month;
- (e) no tenant is entitled to rental concessions or abatements for any period subsequent to the scheduled date of closing;
- (f) Seller has not sent written notice to any tenant claiming that such tenant is in default, which default remains uncured;
- (g) no action or proceeding instituted against Seller by any tenant of the Premises is presently pending in any court, except with respect to claims involving personal injury or property damage which are covered by insurance; and
- (h) there are no security deposits other than those set forth in the Rent Schedule.

If any Leases which have been exhibited to and initialed by Purchaser or its representative contain provisions that are inconsistent with the foregoing representations and warranties, such representations and warranties shall be deemed modified to the extent necessary to eliminate such inconsistency and to conform such representations and warranties to the provisions of the Leases.

§4.04. If the Premises or any part thereof are subject to the New York City Rent Stabilization Law, Seller is and on the Closing Date will be a member in good standing of the Real Estate Industry Stabilization Association, and, except as otherwise set forth in the Rent Schedule, there are no proceedings with any tenant presently pending before the Conciliation and Appeals Board in which a tenant has alleged an overcharge of rent or diminution of services or similar grievance, and there are no outstanding orders of the Conciliation and Appeals Board that have not been complied with by Seller.

§4.05. If the Premises or any part thereof are subject to the New York City Emergency Rent and Rehabilitation Law, the rents shown are not in excess of the maximum collectible rents, and, except as otherwise set forth in the Rent Schedule, no tenants are entitled to abatements as senior citizens, there are no proceedings presently pending before the rent commission in which a tenant has alleged an overcharge of rent or diminution

~~of services or similar grievance, and there are no outstanding orders of the rent commission that have not been complied with by Seller.~~

§4.06. If an insurance schedule is attached hereto, such schedule lists all insurance policies presently affording coverage with respect to the Premises, and the information contained therein is accurate as of the date set forth therein or, if no date is set forth therein, as of the date hereof.

§4.07. If a payroll schedule is attached hereto, such schedule lists all employees presently employed at the Premises, and the information contained therein is accurate as of the date set forth therein or, if no date is set forth therein, as of the date hereof, and, except as otherwise set forth in such schedule, none of such employees is covered by a union contract and there are no retroactive increases or other accrued and unpaid sums owed to any employee.

§4.08. If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is attached hereto, such schedule lists all such contracts affecting the Premises, and the information set forth therein is accurate as of the date set forth therein or, if no date is set forth therein, as of the date hereof.

§4.09. If a copy of a certificate of occupancy for the Premises has been exhibited to and initialed by Purchaser or its representative, such copy is a true copy of the original and such certificate has not been amended, but Seller makes no representation as to compliance with any such certificate.

§4.10. The assessed valuation and real estate taxes set forth in Schedule D, if any, are the assessed valuation of the Premises and the taxes paid or payable with respect thereto for the fiscal year indicated in such schedule. Except as otherwise set forth in Schedule D, there are no tax abatements or exemptions affecting the Premises.

§4.11. Except as otherwise set forth in a schedule attached hereto, if any, if the Premises are used for residential purposes, each apartment contains a range and a refrigerator, and all of the ranges and refrigerators and all of the items of personal property (or replacements thereof) listed in such schedule, if any, are and on the Closing Date will be owned by Seller free of liens and encumbrances other than the lien(s) of the Existing Mortgage(s), if any.

§4.12. Seller has no actual knowledge that any incinerator, boiler or other burning equipment on the Premises is being operated in violation of applicable law. If copies of a certificate of operation therefor have been exhibited to and initialed by Purchaser or its representative, such copies are true copies of the originals.

§4.13. Except as otherwise set forth in Schedule D, Seller has no actual knowledge of any assessment payable in annual installments, or any part thereof, which has become a lien on the Premises.

§4.14. Seller is not a "foreign person" as defined in the Code Withholding Section.

Section 5. Acknowledgments of Purchaser

Purchaser acknowledges that:

§5.01. Purchaser has inspected the Premises, is fully familiar with the physical condition and state of repair thereof, and, subject to the provisions of §7.01, §8.01, and §9.04, shall accept the Premises "as is" and in their present condition, subject to reasonable use, wear, tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any change in such condition by reason thereof subsequent to the date of this contract.

§5.02. Before entering into this contract, Purchaser has made such examination of the Premises, the operation, income and expenses thereof and all other matters affecting or relating to this transaction as Purchaser deemed necessary. In entering into this contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this contract, whether or not any such representations, warranties or statements were made in writing or orally.

Section 6. Seller's Obligations as to Leases

§6.01. Unless otherwise provided in a schedule attached to this contract, between the date of this contract and the Closing, Seller shall not, without Purchaser's prior written consent, which consent shall not be unreasonably withheld: (a) amend, renew or extend any Lease in any respect, unless required by law; (b) grant a written lease to any tenant occupying space pursuant to a Tenancy; or (c) terminate any Lease or Tenancy except by reason of a default by the tenant thereunder.

§6.02. Unless otherwise provided in a schedule attached to this contract, between the date of this contract and the Closing, Seller shall not permit occupancy of, or enter into any new lease for, space in the Building which is presently vacant or which may hereafter become vacant without first giving Purchaser written notice of the identity of the proposed tenant, together with (a) either a copy of the proposed lease or a summary of the terms thereof in reasonable detail and (b) a statement of the

amount of the brokerage commission, if any, payable in connection therewith and the terms of payment thereof. If Purchaser objects to such proposed lease, Purchaser shall so notify Seller within 4 business days after receipt of Seller's notice if such notice was personally delivered to Purchaser, or within 7 business days after the mailing of such notice by Seller to Purchaser, in which case Seller shall not enter into the proposed lease. Unless otherwise provided in a schedule attached to this contract, Purchaser shall pay to Seller at the Closing, in the manner specified in §2.02, the rent and additional rent that would have been payable under the proposed lease from the date on which the tenant's obligation to pay rent would have commenced if Purchaser had not so objected until the Closing Date, less the amount of the brokerage commission specified in Seller's notice and the reasonable cost of decoration or other work required to be performed by the landlord under the terms of the proposed lease to suit the premises to the tenant's occupancy ("Reletting Expenses"), prorated in each case over the term of the proposed lease and apportioned as of the Closing Date. If Purchaser does not so notify Seller of its objection, Seller shall have the right to enter into the proposed lease with the tenant identified in Seller's notice and Purchaser shall pay to Seller, in the manner specified in §2.02, the Reletting Expenses, prorated in each case over the term of the lease and apportioned as of the later of the Closing Date or the rent commencement date. Such payment shall be made by Purchaser to Seller at the Closing. In no event shall the amount so payable to Seller exceed the sums actually paid by Seller on account thereof.

§6.03. If any space is vacant on the Closing Date, Purchaser shall accept the Premises subject to such vacancy, provided that the vacancy was not permitted or created by Seller in violation of any restrictions contained in this contract. Seller shall not grant any concessions or rent abatements for any period following the Closing without Purchaser's prior written consent. Seller shall not apply all or any part of the security deposit of any tenant unless such tenant has vacated the Premises.

§6.04. Seller does not warrant that any particular Lease or Tenancy will be in force or effect at the Closing or that the tenants will have performed their obligations thereunder. The termination of any Lease or Tenancy prior to the Closing by reason of the tenant's default shall not affect the obligations of Purchaser under this contract in any manner or entitle Purchaser to an abatement of or credit against the Purchase Price or give rise to any other claim on the part of Purchaser.

§6.05. Seller hereby indemnifies and agrees to defend Purchaser against any claims made pursuant to §7-107 or §7-108 of the General Obligations Law (the "GOL") by tenants who resided in the Premises on or prior to the Closing Date other than (a) claims with respect to tenants' security deposits paid, credited or assigned to Purchaser pursuant to §10.03, (b) claims made pursuant to §7-107 of the GOL with respect to funds for which Seller was not liable, and (c) claims made pursuant to §7-108 of the GOL by tenants to whom Purchaser failed to give the written notice specified in §7-108(c) of the GOL within thirty days after the Closing Date. The foregoing indemnity and agreement shall survive the Closing and shall be in lieu of any escrow permitted by §7-108(d) of the GOL, and Purchaser hereby waives any right it may have to require any such escrow.

Section 7. Responsibility for Violations

§7.01. Except as provided in §7.02 and §7.03, all notes or notices of violations of law or governmental ordinances, orders or requirements which were noted or issued prior to the date of this contract by any governmental department, agency or bureau having jurisdiction as to conditions affecting the Premises and all liens which have attached to the Premises prior to the Closing pursuant to the Administrative Code of the City of New York, if applicable, shall be removed or complied with by Seller. If such removal or compliance has not been completed prior to the Closing, Seller shall pay to Purchaser at the Closing the reasonably estimated unpaid cost to effect or complete such removal or compliance, and Purchaser shall be required to accept title to the Premises subject thereto, ~~except that Purchaser shall not be required to accept such title and may terminate this contract as provided in §13.02 if (a) Purchaser's Institutional Lender reasonably refuses to provide financing by reason thereof or (b) the Building is a multiple dwelling and either (i) such violation is rent impairing and causes rent to be unrecoverable under Section 302-a of the Multiple Dwelling Law or (ii) a proceeding has been validly commenced by tenants and is pending with respect to such violation for a judgment directing deposit and use of rents under Article 7-A of the Real Property Actions and Proceedings Law. All such notes or notices of violations noted or issued on or after the date of this contract shall be the sole responsibility of Purchaser.~~

§7.02. If the reasonably estimated aggregate cost to remove or comply with any violations or liens which Seller is required to remove or comply with pursuant to the provisions of §7.01 shall exceed the Maximum Amount specified in Schedule D (or if none is so specified, the Maximum Amount shall be one-half of one percent of the Purchase Price), Seller shall have the right to cancel this contract, in which event the sole liability of Seller

shall be as set forth in §13.02, unless Purchaser elects to accept title to the Premises subject to all such violations or liens, in which event Purchaser shall be entitled to a credit of an amount equal to the Maximum Amount against the monies payable at the Closing.

§7.03. Regardless of whether a violation has been noted or issued prior to the date of this contract, Seller's failure to remove or fully comply with any violations which a tenant is required to remove or comply with pursuant to the terms of its lease by reason of such tenant's use or occupancy shall not be an objection to title. Purchaser shall accept the Premises subject to all such violations without any liability of Seller with respect thereto or any abatement of or credit against the Purchase Price, ~~except that if Purchaser's Institutional Lender reasonably refuses to provide financing by reason of a violation described above, Purchaser shall not be required to accept the Premises subject thereto and Purchaser shall have the right to terminate this contract in the manner provided in §13.02.~~

§7.04. If required, Seller, upon written request by Purchaser, shall promptly furnish to Purchaser written authorizations to make any necessary searches for the purposes of determining whether notes or notices of violations have been noted or issued with respect to the Premises or liens have attached thereto.

Section 8. Destruction, Damage or Condemnation

§8.01. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this contract.

Section 9. Covenants of Seller

Seller covenants that between the date of this contract and the Closing:

~~§9.01. The Existing Mortgage(s) shall not be amended or supplemented or prepaid in whole or in part. Seller shall pay or make, as and when due and payable, all payments of principal and interest and all deposits required to be paid or made under the Existing Mortgage(s).~~

§9.02. Seller shall not modify or amend any Service Contract or enter into any new service contract unless the same is terminable without penalty by the then owner of the Premises upon not more than 30 days notice.

§9.03. If an insurance schedule is attached hereto, Seller shall maintain in full force and effect until the Closing the insurance policies described in such schedule or renewals thereof for no more than one year of those expiring before the Closing.

~~§9.04. No fixtures, equipment or personal property included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to the Closing.~~

§9.05. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Premises for any fiscal period in which the Closing is to occur or any subsequent fiscal period without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Real estate tax refunds and credits received after the Closing Date which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Purchaser, after deducting the expenses of collection thereof, which obligation shall survive the Closing.

§9.06. Seller shall allow Purchaser or Purchaser's representatives access to the Premises, the Leases and other documents required to be delivered under this contract upon reasonable prior notice at reasonable times.

Section 10. Seller's Closing Obligations

At the Closing, Seller shall deliver the following to Purchaser:

§10.01. A statutory form of bargain and sale deed without covenant against grantor's acts, containing the covenant required by Section 13 of the Lien Law, and properly executed in proper form for recording so as to convey the title required by this contract.

~~§10.02. All Leases initiated by Purchaser and all others in Seller's possession.~~

§10.03. A schedule of all security deposits (and, if the Premises contains six or more family dwelling units, the most recent reports with respect thereto issued by each banking organization in which they are deposited pursuant to GOL §7-103) and a check or credit to Purchaser in the amount of any cash security deposits, including any interest thereon, held by Seller on the Closing Date or, if held by an Institutional Lender, an assignment to Purchaser and written instructions to the holder of such deposits to transfer the same to Purchaser, and appropriate instruments of transfer or assignment with respect to any security deposits which are other than cash.

§10.04. A schedule updating the Rent Schedule and setting forth all arrears in rents and all prepayments of rents.

§10.05. All Service Contracts initiated by Purchaser and all others in Seller's possession which are in effect on the Closing Date and which are assignable by Seller.

~~§10.06. An assignment to Purchaser, without recourse or warranty, of all of the interest of Seller in those Service Contracts, insurance policies, certificates, permits and other documents to be delivered to Purchaser at the Closing which are then in effect and are assignable by Seller.~~

§10.07. (a) Written consent(s) of the Mortgagee(s), if required under §2.03(b), and (b) certificate(s) executed by the Mortgagee(s) in proper form for recording and certifying (i) the amount of the unpaid principal balance thereof, (ii) the maturity date thereof, (iii) the interest rate, (iv) the last date to which interest has been paid thereon and (v) the amount of any escrow deposits held by the Mortgagee(s). Seller shall pay the fees for recording such certificate(s). Any Mortgagee which is an Institutional Lender may furnish a letter complying with Section 274-a of the Real Property Law in lieu of such certificate.

§10.08. An assignment of all Seller's right, title and interest in escrow deposits for real estate taxes, insurance premiums and other amounts, if any, then held by the Mortgagee(s).

§10.09. All original insurance policies with respect to which premiums are to be apportioned or, if unobtainable, true ~~copies or certificates thereof~~

§10.10. To the extent they are then in Seller's possession and not posted at the Premises, certificates, licenses, permits, authorizations and approvals issued for or with respect to the Premises by governmental and quasi-governmental authorities having jurisdiction.

§10.11. Such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name.

§10.12 (a) Checks to the order of the appropriate officers in payment of all applicable real property transfer taxes and ~~copies of any required tax returns therefor executed by Seller~~, which checks shall be certified or official bank checks if required by the taxing authority, unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser with the amount thereof, (b) the Tentative Assessment and Return or Statement of No Tax Due or affidavit (whichever is applicable) and the checks and other items (if any) required under §17.09(a), and (c) a certification of non-foreign status, in form required by the Code Withholding Section, signed under penalty of perjury. Seller understands that such certification will be retained by Purchaser and will be made available to the Internal Revenue Service on request.

~~§10.13. To the extent they are then in Seller's possession, copies of current painting and payroll records. Seller shall make all other Building and tenant files and records available to Purchaser for copying, which obligation shall survive the Closing.~~

~~§10.14. An original letter, executed by Seller or by its agent, advising the tenants of the sale of the Premises to Purchaser and directing that rents and other payments thereafter be sent to Purchaser or as Purchaser may direct.~~

§10.15. Notice(s) to the Mortgagee(s), executed by Seller or by its agent, advising of the sale of the Premises to Purchaser and directing that future bills and other correspondence should ~~hereafter be sent to Purchaser or as Purchaser may direct.~~

§10.16. If Seller is a corporation and if required by Section 909 of the Business Corporation Law, a resolution of Seller's board of directors authorizing the sale and delivery of the deed and a certificate executed by the secretary or assistant secretary of Seller certifying as to the adoption of such resolution and setting forth facts showing that the transfer complies with the requirements of such law. The deed referred to in §10.01 shall also contain a recital sufficient to establish compliance with such law

§10.17. Possession of the Premises in the condition required by this contract, subject to the Leases and Tenancies, and keys therefor.

§10.18. Any other documents required by this contract to be delivered by Seller.

Section 11. Purchaser's Closing Obligations

At the Closing, Purchaser shall:

~~Bank or Cashier's Checks~~
§11.01. Deliver to Seller checks in payment of the portion of the Purchase Price payable at the Closing, as adjusted for apportionments under Section 12, plus the amount of escrow deposits, if any, assigned pursuant to §10.08.

~~§11.02. Deliver to Seller the Purchase Money Mortgage, if any, in proper form for recording, the note secured thereby, financing statements covering personal property, fixtures and equipment included in this sale and replacements thereof, all properly executed, and Purchaser shall pay the mortgage recording tax and recording fees for any Purchase Money Mortgage.~~

§11.03. Deliver to Seller an agreement indemnifying and agreeing to defend Seller against any claims made by tenants with respect to tenants' security deposits to the extent paid, ~~credited or assigned to Purchaser under §10.03.~~

§11.04. Cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returns and checks in payment of such taxes to be delivered to the appropriate officers promptly after the Closing.

§11.05. Deliver any other documents required by this contract to be delivered by Purchaser.

Section 12. Apportionments

§12.01. The following apportionments shall be made between the parties at the Closing as of the close of business on the day prior to the Closing Date:

~~(a) prepaid rents and Additional Rent (as defined in §12.03);~~

~~(b) interest on the Existing Mortgage(s);~~

(c) real estate taxes, water charges, sewer rents and vault charges, if any, on the basis of the fiscal period for which assessed, except that if there is a water meter on the Premises, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available;

(d) wages, vacation pay, pension and welfare benefits and other fringe benefits of all persons employed at the Premises whose employment was not terminated at or prior to the Closing;

(e) value of fuel stored on the Premises, at the price then charged by Seller's supplier, including any taxes;

(f) charges under transferable Service Contracts or permitted renewals or replacements thereof;

(g) permitted administrative charges, if any, on tenants' security deposits;

(h) dues to rent stabilization associations, if any;

(i) insurance premiums on transferable insurance policies listed on a schedule hereto or permitted renewals thereof;

(j) Reletting Expenses under §6.02, if any; and

(k) any other items listed in Schedule D.

If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of taxes shall be recomputed. Any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligations shall survive the Closing.

~~§12.02. If any tenant is in arrears in the payment of rent on the Closing Date, rents received from such tenant after the Closing shall be applied in the following order of priority: (a) first to the month preceding the month in which the Closing occurred; (b) then to the month in which the Closing occurred; (c) then to any month or months following the month in which the Closing occurred; and (d) then to the period prior to the month preceding the month in which the Closing occurred. If rents or any portion thereof received by Seller or Purchaser after the Closing are payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, shall be promptly paid to the other party, which obligation shall survive the Closing.~~

~~§12.03. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("Additional Rents") and any Additional Rents are collected by Purchaser after the Closing which are attributable in whole or in part to any period prior to the Closing, then Purchaser shall promptly pay to Seller Seller's proportionate share thereof, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, if and when the tenant paying the same has made all payments of rent and Additional Rent then due to Purchaser pursuant to the tenant's Lease, which obligation shall survive the Closing.~~

Section 13. Objections to Title, Failure of Seller or Purchaser to Perform and Vendee's Lien

§13.01. Purchaser shall promptly order an examination of title and shall cause a copy of the title report to be forwarded to Seller's attorney upon receipt. ~~Seller shall be entitled to a reasonable adjournment or adjournments of the Closing for up to 60 days or until the expiration date of any written commitment of Purchaser's Institutional Lender delivered to Purchaser prior to the scheduled date of Closing, whichever occurs first, to remove any defects in or objections to title noted in such title report and any other defects or objections which may be disclosed on or prior to the Closing Date. Time is of the essence.~~

§13.02. If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provisions of this contract or if Purchaser shall have any other grounds under this contract for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey with a credit against the monies payable at the Closing equal to the reasonably estimated cost to cure the same (up to the Maximum Expense described below), but without any other credit or liability on the part of Seller. If Purchaser shall not so elect, Purchaser may terminate this

contract and the sole liability of Seller shall be to refund the Downpayment to Purchaser and to reimburse Purchaser for the net cost of title examination, but not to exceed the net amount charged by Purchaser's title company therefor without issuance of a policy, and the net cost of updating the existing survey of the Premises or the net cost of a new survey of the Premises if there was no existing survey or the existing survey was not capable of being updated and a new survey was required by Purchaser's Institutional Lender. Upon such refund and reimbursement, this contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under Section 14. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of the Maximum Expense specified in Schedule D (or if none is so specified, the Maximum Expense shall be one-half of one percent of the Purchase Price) to cure any title defect or to enable Seller otherwise to comply with the provisions of this contract, ~~but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, mortgages on the Premises, other than Existing Mortgages, of which Seller has actual knowledge.~~

§13.03. Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two days following the Closing Date, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Purchaser on the Closing Date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made a reasonable time before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance and otherwise complying with §2.02. If Purchaser's title insurance company is willing to insure ~~both Purchaser and Purchaser's Institutional Lender~~, if any, that such charges, liens and encumbrances will not be collected out of or enforced against the Premises, then, ~~unless Purchaser's Institutional Lender reasonably refuses to accept such insurance in lieu of actual payment and discharge.~~ Seller shall have the right in lieu of payment and discharge to deposit with the title insurance company such funds or assurances or to pay such special or additional premiums as the title insurance company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the title insurance company has agreed so to insure shall not be considered objections to title.

§13.04. If Purchaser shall default in the performance of its obligation under this contract to purchase the Premises, the sole remedy of Seller shall be to retain the Downpayment as liquidated damages for all loss, damage and expense suffered by Seller, including without limitation the loss of its bargain.

§13.05. Purchaser shall have a vendee's lien against the Premises for the amount of the Downpayment, but such lien shall not continue after default by Purchaser under this contract.

Section 14. Broker

§14.01. If a broker is specified in Schedule D, Seller and Purchaser mutually represent and warrant that such broker is the only broker with whom they have dealt in connection with this contract and that neither Seller nor Purchaser knows of any other broker who has claimed or may have the right to claim a commission in connection with this transaction, unless otherwise indicated in Schedule D. The commission of such broker shall be paid pursuant to separate agreement by the party specified in Schedule D. If no broker is specified in Schedule D, the parties acknowledge that this contract was brought about by direct negotiation between Seller and Purchaser and that neither Seller nor Purchaser knows of any broker entitled to a commission in connection with this transaction. Unless otherwise provided in Schedule D, Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this paragraph. The representations and obligations under this paragraph shall survive the Closing or, if the Closing does not occur, the termination of this contract.

Section 15. Notices

§15.01. All notices under this contract shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail, addressed as set forth in Schedule D, or as Seller or Purchaser shall otherwise have given notice as herein provided.

Section 16. Limitations on Survival of Representations, Warranties, Covenants and other Obligations

§16.01. Except as otherwise provided in this contract, no representations, warranties, covenants or other obligations of Seller set forth in this contract shall survive the Closing, and no

action based thereon shall be commenced after the Closing. The representations, warranties, covenants and other obligations of Seller set forth in §4.03, §6.01 and §6.02 shall survive until the Limitation Date specified in Schedule D (or if none is so specified, the Limitation Date shall be the date which is six months after the Closing Date), and no action based thereon shall be commenced after the Limitation Date.

§16.02. The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this contract to survive the Closing.

Section 17. Gains Tax and Miscellaneous Provisions

~~§17.01. If consent of the Existing Mortgagee(s) is required under §2.03(b), Purchaser shall not assign this contract or its rights hereunder without the prior written consent of Seller. No permitted assignment of Purchaser's rights under this contract shall be effective against Seller unless and until an executed counterpart of the instrument of assignment shall have been delivered to Seller and Seller shall have been furnished with the name and address of the assignee. The term "Purchaser" shall be deemed to include the assignee under any such effective assignment.~~

§17.02. This contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this contract. Neither this contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

§17.03. This contract shall be governed by, and construed in accordance with, the law of the State of New York.

§17.04. The captions in this contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

§17.05. This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

§17.06. This contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

§17.07. As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

§17.08. If the provisions of any schedule or rider to this contract are inconsistent with the provisions of this contract, the provisions of such schedule or rider shall prevail. Set forth in Schedule D is a list of any and all schedules and riders which are attached hereto but which are not listed in the Table of Contents.

§17.09. (a) Seller and Purchaser agree to comply in a timely manner with the requirements of Article 31-B of the Tax Law of the State of New York and the regulations applicable thereto, as the same from time to time may be amended (collectively, the "Gains Tax Law"). Purchaser agrees to deliver to Seller a duly executed and acknowledged Transferee Questionnaire simultaneously with the execution of this contract or within five (5) business days after subsequent written request from Seller or Seller's attorney. At the Closing, Seller shall deliver (i) an official Statement of No Tax Due or (ii) an official Tentative Assessment and Return accompanied by a certified check or official bank check drawn on any banking institution described in §2.02(a), payable to the order of the State Tax Commission in the amount of the tax shown to be due thereon (it being understood, however, that if Seller has duly elected to pay such tax in installments, the amount so required to be paid shall be the minimum installment of such tax then permitted to be paid), or (iii) if applicable, a duly executed and acknowledged affidavit in form permitted under the Gains Tax Law claiming exemption therefrom.

(b) Seller agrees (i) to pay promptly any installment(s) or additional tax due under the Gains Tax Law, and interest and penalties thereon, if any, which may be assessed or due after the Closing, (ii) to indemnify and save the Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the non-payment thereof, and (iii) to make any other payments and execute, acknowledge and deliver such further documents as may be necessary to comply with the Gains Tax Law.

(c) If this contract is assignable by Purchaser, no assignment of any rights hereunder shall be effective unless every assignor and assignee complies in a timely manner with the requirements of the Gains Tax Law applicable to the assignment transaction and unless an assignor or assignee de-

livers to Seller at or before the Closing the applicable items referred to in subparagraph (a) of this Section, all as may be required as a prerequisite to the recording of the deed. In addition to making the payments and delivering the instruments and documents referred to above, Purchaser and any assignor or assignee of this contract shall promptly (i) make any other payments and (ii) execute, acknowledge and deliver such further documents and instruments as may be necessary to comply with the Gains Tax Law.

(d) Purchaser, if request is made within a reasonable time prior to the Closing Date, shall provide at the Closing a separate certified or official bank check drawn on any banking institution described in §2.02(a) in the amount of the tax shown to be due on the official Tentative Assessment and Return, which amount shall be credited against the balance of the Purchase Price payable at the Closing.

(e) The provisions of this §17.09 shall survive the delivery of the deed.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Seller:

WILLETS POINT ASPHALT CORP.

By

PETER TALLE
TITLE: PRESIDENT

Purchaser:

FULTON/IMAX INTERNATIONAL (HOLDINGS) II

By:

CHRISTIAN LEE
VICE PRESIDENT

Receipt by Escrowee

The undersigned Escrowee hereby acknowledges receipt of \$1,000,000.00, by check subject to collection, to be held in escrow pursuant to §2.05

Schedule A

DESCRIPTION OF PREMISES

(to be attached separately and to include tax map designation)

Schedule B

PERMITTED EXCEPTIONS

1. Zoning regulations and ordinances which are not violated by the existing structures or present use thereof and which do not render title uninsurable.
2. Consents by the Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any street or streets on which the Premises may abut.
- ~~3. The Existing Mortgage(s) and financing statements, assignments of leases and other collateral assignments ancillary thereto.~~
- ~~4. Leases and Tenancies specified in the Rent Schedule and any new leases or tenancies not prohibited by this contract.~~
5. Unpaid installments of assessments not due and payable on or before the Closing Date.
6. Financing statements, chattel mortgages and liens on personalty filed more than 5 years prior to the Closing Date and not renewed, or filed against property or equipment no longer located on the Premises or owned by Tenants.

7. (a) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises, provided that none of such rights imposes any monetary obligation on the owner of the Premises.

(b) Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises.

(c) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises.

(d) Any state of facts that an accurate survey would disclose, provided that such facts do not render title unmarketable. For the purposes of this contract, none of the facts shown on the survey, if any, identified below shall be deemed to render title unmarketable, and Purchaser shall accept title subject thereto: RIDER "A"

Schedule C

PURCHASE PRICE

The Purchase Price shall be paid as follows:

- (a) By check subject to collection, the receipt of which is hereby acknowledged by Seller:
Bank or Cashier's Checks \$1,000,000.00
- (b) By ~~check or checks~~ delivered to Seller at the Closing in accordance with the provisions of §2.02: \$10,750,000.00
- (c) By acceptance of title ~~subject to the following Existing Mortgage(s):~~
- (d) By execution and delivery to Seller by Purchaser or its assignee of a note secured by a Purchase Money Mortgage on the Premises, payable as follows:

Purchase Price

\$11,750,000.00

Schedule D

MISCELLANEOUS

1. Title insurer designated by the parties (§1.02):
2. Last date for consent by Existing Mortgagee(s) (§2.03(b)):
3. Maximum Interest Rate of any Refinanced Mortgage (§2.04(b)):
4. Prepayment Date on or after which Purchase Money Mortgage may be prepaid (§2.04(c)):
5. Seller's tax identification number (§2.05):
6. Purchaser's tax identification number (§2.05):
7. Scheduled time and date of Closing (§3.01):
August 31, 2007
8. ~~of Closing (§3.01): will be held~~
127-50 Northern Boulevard
Flushing, New York 11368
~~-or-~~
At offices of lender's attorney [provided this sale is not subject to financing]
9. Assessed valuation of Premises (§4.10):
Actual Assessment:
Transition Assessment:
10. Fiscal year and annual real estate taxes on Premises (§4.10):
11. ~~Tax abatements or exemptions affecting Premises (§4.10):~~
12. Assessments on Premises (§4.13):
13. Maximum Amount which Seller must spend to cure violations, etc. (§7.02):
Rider "A"
14. Maximum Expense of Seller to cure title defects, etc. (§13.02): \$25,000.00
15. Broker, if any (§14.01): See Rider A
16. Party to pay broker's commission (§14.01):
See Rider A
17. Address for notices (§15.01):
If to Seller:
Willets Point Asphalt
127-50 Northern Blvd.
Flushing, New York 11368

with copy to Seller's attorney:
Mac Gutman Esq.
33 Main Street, Port Washington NY 11050

If to Purchaser:

with copy to Purchaser's attorney:
Earle R. Tochman, Esq
133-32 41st Road, Flushing, NY 11355
18. Limitation Date for actions based on Seller's surviving representations and other obligations (§16.01):
Rider "A"
19. Additional Schedules or Riders (§17.08):
Rider "A"

Schedule E

RENT SCHEDULE

(to be attached separately)
See Rider "A": no tenants; no leases
no rents.

THIS INDENTURE, made the _____ day of _____, _____ and
BETWEEN

party of the first part, and

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second party, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

Acknowledgement by Subscribing Witness taken in New York State

State of New York, County of _____, ss:

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he/she/they reside(s) in

that he/she/they know(s) to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Title No.: _____

TO

Distributed by
Chicago Title Insurance Company

Acknowledgement taken outside New York State

*State of _____, County of _____, ss:
*(or insert District of Columbia, Territory, Possession or Foreign Country)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(add the city or political subdivision and the sate or country or other place the acknowledgement was taken).

DISTRICT

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

**RIDER "A" TO CONTRACT FOR THE SALE OF
PREMISES:**

1. **State of Title.** Seller shall give and purchaser shall accept a bargain and sale deed with covenants against the grantor's acts that conveys and grants such title as any reputable title insurance licensed to do business in New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York Insurance Department subject only to:
- (a) The state of facts shown on the survey, dated February 2, 2006, of JOSEPH NICOLETTI ASSOCIATES PROFESSIONAL LAND SURVEYORS, P.C., and any other state of facts which would be shown by a current survey or inspection of the Premises (referenced throughout this contract and Rider as "the premises"), PROVIDED THAT SAME SHALL NOT RENDER TITLE UNMARKETABLE. It is agreed and understood that the present fence line on the southerly boundary includes an area of disputed premises that is part of Block 4963, Section 25, lot 200 ("the disputed parcel"). The disputed parcel is not included in this sale, except as provided in section 8, below, to wit, in consideration of the payment of \$125,000.00, Seller shall at the closing furnish Purchaser with a duly executed and acknowledged quit claim deed, without warranties, in recordable form that transfers, conveys and quit claims to Purchaser any right, title or interest Seller may have in the disputed parcel._
- (b) The rights, if any, relating to construction, maintenance and operation of public utility lines, wires, poles, cables, pipes, distribution boxes and other equipment and installations on, over and under the Premises PROVIDED THAT THEY ARE OF RECORD AS OF THE DATE HEREOF.
- (c) Any financing statements, conditional bills of sale, chattel mortgages or security interests filed more than five years prior to the Closing Date and not renewed within said five years, or filed against personal property no longer at the Premises PROVIDED THAT SELLER SHALL EXECUTE AN AGREEMENT OF INDEMNIFICATION AND HOLDING HARMLESS IN FAVOR OF PURCHASER AT CLOSING, and this provision shall survive the closing.
- (d) Minor Encroachments and projections of walls, foundations, stoops, cellar steps, areas, cornices, trim or other improvements or installations onto the Premises or from the Premises onto adjoining premises; party walls and party wall rights; beams and beam rights; the possible revocable nature of or lack of right to maintain vaults or other improvements or installations beyond building or premises lines; and consents OF RECORD for the erection and maintenance of any structures on, under or above any streets or roads in front of or adjoining the Premises PROVIDED THAT THE TITLE COMPANY DOES NOT RAISE A POSSIBLE "OUT OF POSSESSION" OBJECTION.

2.1 Seller had retained Spectra Environmental to perform a Phase II environmental analysis ("Phase II Report").

2.2 Purchaser acknowledges that it has received the Phase II Report prepared by Spectra Environmental, and that Purchaser has provided a copy of the

Phase II Report to Purchaser's environmental engineering firm, Roux Associates, Inc. Purchaser further acknowledges receipt of tank tightness tests performed on the existing tanks, and a copy of State of New York v. Willets Point Contracting Corporation, et. al. reported at 125 A.D. 742 (1986).

2.3 Purchaser agrees that it shall take title to the premises "as is", and that Seller makes no representations, gives no warranties and assumes no obligations in respect to the findings in the Phase II Report. Specifically, Seller makes no representations, gives no warranties and assumes no obligations in respect to the subsurface condition of the premises, or that certain Spill Report issued by the New York State, Department of Environmental Protection ("NYS DEC"), Report number 79-00995, except that Seller shall comply with the terms of Section 4.4 below that requires Seller to remediate any toxic soils that may be found by testing under the existing tanks, or return the Purchaser's deposit.

2.4 Seller's only obligation in respect to the present condition of the premises, as more fully described in sections "3", "4" and "5" below, shall be (i) to remove the asphalt plant presently existing on the premises, provided that the two story office building in the north corner of the premises shall remain, (ii) to close and remove the tanks presently existing on the premises and to remove the concrete that encases the existing 10,000 gallon tank, and (iii) to remedy a certain alleged wet-land condition addressed in a consent decree prepared by the NYS DEC, and comply with certain Notices of Violation issued by NYS DEC, as provided in Section "5" below.

3. Prior to the closing, the Seller shall remove the existing asphalt plant.

4.1 Prior to the closing, the Seller shall close and remove the two (2) 1,000 gallon tanks, existing on the premises, and Seller shall close and remove one (1) 10,000 gallon tank and the concrete that encases that tank.

4.2 Seller shall close and remove the tanks in the presence of Roux Associates, provided Roux presents for inspection upon two days notice from Seller, and shall afford Roux Associates with access to the tank excavation area for the purpose of testing the soils beneath the existing tanks as provided in Section "4.4 below.

4.3 Seller shall furnish the Purchaser with an affidavit prepared by a licensed tank installer certifying to Purchaser that the tanks were closed in accordance with applicable provisions of the New York City Fire Code.

4.4 Following the Seller's removal of the existing tanks and concrete encasement, Roux Associates may take additional soil samples within the premises as they may determine.. In the event the soil samples exceed the toxicity levels specified in Reg. 261.24, incorporated below, Tully may return the earnest money deposit and this Contract will be void; or Tully may elect to excavate and

haul away and lawfully dispose of the hazardous material to the extent necessary to eliminate soils of hazardous toxicity from the premises . as re-testing results by Roux Associates shall confirm. Roux shall provide a copy of its report to Seller.

§ 261.24 Toxicity characteristic.

(a) A solid waste (except manufactured gas plant waste) exhibits the characteristic of toxicity if, using the Toxicity Characteristic Leaching Procedure, test Method 1311 in “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods,” EPA Publication SW-846, as incorporated by reference in §260.11 of this chapter, the extract from a representative sample of the waste contains any of the contaminants listed in table 1 at the concentration equal to or greater than the respective value given in that table. Where the waste contains less than 0.5 percent filterable solids, the waste itself, after filtering using the methodology outlined in Method 1311, is considered to be the extract for the purpose of this section.

(b) A solid waste that exhibits the characteristic of toxicity has the EPA Hazardous Waste Number specified in Table 1 which corresponds to the toxic contaminant causing it to be hazardous.

Table 1 —Maximum Concentration of Contaminants for the Toxicity Characteristic

EPA HW No. ¹	Contaminant	CAS No. ²	Regulatory Level (mg/L)
D004	Arsenic	7440-38-2	5.0
D005	Barium	7440-39-3	100.0
D018	Benzene	71-43-2	0.5
D006	Cadmium	7440-43-9	1.0
D019	Carbon tetrachloride	56-23-5	0.5
D020	Chlordane	57-74-9	0.03
D021	Chlorobenzene	108-90-7	100.0
D022	Chloroform	67-66-3	6.0
D007	Chromium	7440-47-3	5.0
D023	o-Cresol	95-48-7	⁴ 200.0
D024	m-Cresol	108-39-4	⁴ 200.0
D025	p-Cresol	106-44-5	⁴ 200.0
D026	Cresol		⁴ 200.0
D016	2,4-D	94-75-7	10.0
D027	1,4-Dichlorobenzene	106-46-7	7.5
D028	1,2-Dichloroethane	107-06-2	0.5
D029	1,1-Dichloroethylene	75-35-4	0.7
D030	2,4-Dinitrotoluene	121-14-2	³ 0.13
D012	Endrin	72-20-8	0.02
D031	Heptachlor (and its epoxide)	76-44-8	0.008
D032	Hexachlorobenzene	118-74-1	³ 0.13

D033	Hexachlorobutadiene	87-68-3	0.5
D034	Hexachloroethane	67-72-1	3.0
D008	Lead	7439-92-1	5.0
D013	Lindane	58-89-9	0.4
D009	Mercury	7439-97-6	0.2
D014	Methoxychlor	72-43-5	10.0
D035	Methyl ethyl ketone	78-93-3	200.0
D036	Nitrobenzene	98-95-3	2.0
D037	Pentachlorophenol	87-86-5	100.0
D038	Pyridine	110-86-1	³ 5.0
D010	Selenium	7782-49-2	1.0
D011	Silver	7440-22-4	5.0
D039	Tetrachloroethylene	127-18-4	0.7
D015	Toxaphene	8001-35-2	0.5
D040	Trichloroethylene	79-01-6	0.5
D041	2,4,5-Trichlorophenol	95-95-4	400.0
D042	2,4,6-Trichlorophenol	88-06-2	2.0
D017	2,4,5-TP (Silvex)	93-72-1	1.0
D043	Vinyl chloride	75-01-4	0.2

¹Hazardous waste number.

²Chemical abstracts service number.

³Quantitation limit is greater than the calculated regulatory level. The quantitation limit therefore becomes the regulatory level.

⁴If o-, m-, and p-Cresol concentrations cannot be differentiated, the total cresol (D026) concentration is used. The regulatory level of total cresol is 200 mg/l.

[55 FR 11862, Mar. 29, 1990, as amended at 55 FR 22684, June 1, 1990; 55 FR 26987, June 29, 1990; 58 FR 46049, Aug. 31, 1993; 67 FR 11254, Mar. 13, 2002; 71 FR 40259, July 14, 2006]

Subpart D—Lists of Hazardous Wastes

5.1 Prior to the closing, the Seller shall enter into a consent decree with the NYS DEC and shall discharge its obligations to remediate an alleged wet-land encroachment, to wit, stone aggregate poured over the bulkhead, as provided in the consent decree (“the consent decree”) between Seller and the NYS DEC. Seller shall further cure the Notice of Violation issued by the NYS DEC Number R-2-2007-0111-28. Purchaser acknowledges receipt of a copy of the draft of the consent decree prepared by the NYS DEC.

5.2 In the event Seller shall not have remediated the condition described in the consent decree, and cured the Notice of Violation Number R-2-2007-0111-28, Purchaser shall nonetheless be obligated to accept marketable title to the premises; provided that Seller shall at the closing furnish an undertaking in the amount of \$150,000.00 to pay the costs associated with the remediation, and an additional amount equal to the fines imposed by the consent decree, and that this provision and Seller's obligations and required performance delineated in the consent decree shall continue and survive the closing. Seller agrees to defend and indemnify Purchaser for the resolution of the subject matter of the consent decree and related violations.

5.3 Seller warrants and represents that it has cured the violation specified in the NYS DEC Notice of Violation Number R-2-2007-0130-47, relating to air emissions; and that this representation shall survive the closing.

5.4 Seller warrants and represents that other than those listed in Paragraphs 2.3, 5.1, 5.2, and 5.3 above, Seller is aware of no outstanding NYS DEC or other environmental related violations affecting the premises.

6. If Purchaser shall fail to close on September 28, 2007, for any reasons other than Seller's failure to deliver marketable title, or perform the conditions specified in this Rider A and the Contract of Sale, Seller's shall be entitled to retain the down payment in the amount of \$1,000,000.00, earnest money paid in escrow with Seller's attorney upon the execution of this contract, and the parties agree that the amount of the down payment constitutes Seller's liquidated damages.

7. Except as expressly provided in this contract, no representations, warranties or obligations of either party shall survive the closing of this contract.

8.1 Seller agrees that it shall at the closing furnish Purchaser with a quit claim deed in the form attached as Schedule "E", which will incorporate a survey of the disputed parcel, provided by Purchaser, granting, transferring and conveying to Purchaser any right, title or interest Seller may have in the disputed parcel that is part of the property along the southerly line of the premises, approximating 3,000 square feet that is part of Block 4963, Section 25, lot 200, more particularly described in a complaint filed by AREC 8, LLC against Willets Point Asphalt Corp, in the United States District Court for the Eastern District of New York, Civil Action Number CV 06 1737, and marked upon a map attached to that complaint ("the AMEC Lawsuit"); provided that Purchaser acknowledges that Seller makes no representations, gives no warranties and assumes no obligations in respect to the disputed parcel or the subject matter of that dispute or the outcome of that litigation, except, however, that Seller shall indemnify Purchaser in respect to any judgment for money damages including any award for attorneys fees related to claims of trespass upon the disputed parcel prior to the closing date recovered by plaintiff in the AMEC Lawsuit, and this indemnification shall survive the

Closing. Seller agrees it will assign its rights in the AMEC Lawsuit to the Purchaser or its designee.

8.2 Purchaser agrees that it shall take title to the premises subject to a certain notice of pendency filed in the Amec Lawsuit, as well as the claims made in the Amec Lawsuit.

8.3 Purchaser shall pay Seller the sum of \$125,000.00 in consideration of the conveyance by quit claim deed of whatever right, title or interest Seller may have in the disputed parcel.

8.4 Seller represents and warrants that it shall make its records available and provide access to its officers and employees who have knowledge of the history of the disputed parcel and the facts and circumstances material to the Amec Lawsuit, and will fully cooperate in the Purchaser's continued prosecution of the Amec Lawsuit; and this warranty shall survive the closing.

9. Seller warrants and represents that the premises are not and shall not at the closing be subject to any leases, and that there are and shall at the closing be no tenants on the premises; and that the premises shall be delivered to Purchaser free from any tenants and tenancies.

10. Seller warrants and represents that the premises shall be delivered to Purchaser free and clear of any existing mortgages, liens or encumbrances.

11. The parties mutually represent and warrant that Anthony Saverese of Bel-Site Realty Corp. and Peter Wu of Eastbrook Real Estate Group as the brokers brought about this sale; and that neither Seller nor Purchaser knows of any other broker who has claimed or may have the right to claim a commission in connection with this transaction. The commission of Anthony Saverese shall be paid by the Seller and the commission of Peter Wu shall be paid by Purchaser pursuant to separate agreements. Unless otherwise provided in Schedule D, Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this paragraph. The representations and obligations under this paragraph shall survive the Closing or, if the Closing does not occur, the termination of this contract.

12. Purchaser may prior to closing assign this contract to a new or different entity, provided that said assignee shall expressly and in writing duly acknowledged assume all of the Purchaser's obligations under this contract.

13. Seller may prior to closing convey its title in the premises and its interest in the disputed parcel to a transferee in the course of an IRC§ 1031 exchange, provided that the transferee shall expressly and in writing duly acknowledged assume all of the Seller's obligations under this contract.

Notwithstanding a transfer or conveyance as provided in this paragraph, Seller will remain liable to fulfill all obligations of this Agreement.

13.1 In the event Seller shall prior to closing convey title to the premises and its interests in the disputed parcel, the earnest money paid into escrow upon the signing of this contract shall be transferred and paid over to an attorney for the transferee, duly admitted to practice law in New York and with offices in New York City, provided that Purchaser must approve of the attorney who will be the new escrow agent, which approval shall not unreasonably be withheld.

14. This is an all-cash or cash equivalent transaction that is not subject to Purchaser's ability to obtain mortgage or other financing.

15. Except as expressly herein provided, this contract shall not be assigned, altered, modified or changed without the express written consent of Seller and Purchaser, duly acknowledged and subscribed.

16. The closing shall take place on or before September 28, 2007, at the office of the attorneys for any lender within the City of New York, or at the offices of the Seller, time being strictly of the essence.

17. In the event of any conflict, the terms and conditions of this Rider A shall control the terms and conditions of the parties' agreement.

IN WITNESS WHEREOF the Seller and Purchaser have duly executed this contract and this rider on the date first written above.

Seller: WILLETS POINT ASPHALT CORP.

By: _____

Name: PETER K. TULLY
Title: PRESIDENT

Purchaser: FULTON/MAX INTERNATIONAL (HOLDINGS), INC.

By: _____

Christian Lee
Vice President

ESCROW AGREEMENT

S. MAC GUTMAN, an attorney and escrow agent for purposes of this contract acknowledges receipt in escrow of the down payment in the sum of \$1,000,000.000 for the sole purpose of agreeing that he shall hold said amount in escrow in accordance with the provisions of this contract.

LOT #249

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, City and State of New York, designated on the Tax Map of the City of New York, for the Borough of Queens, as said Tax Map was on December 12, 1955 as Section 25, Block 4963, Lot 249.

LOT#212

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, and bounded and described as follows;

BEGINNING at a point on the westerly side of Lawrence Street (100 feet wide) as now laid out on the final topographical map of the City, of New York, distant 135.13 feet southerly from the corner formed by the intersection of the westerly side of Lawrence Street with the southerly side of Northern Boulevard (180 feet wide);

RUNNING THENCE, south 9 degrees 13 minutes 05 seconds east along the westerly side of Lawrence Street 175.17 feet to lands now or formerly of Long Island railroad-Whitestone Division (abandoned);

THENCE along said last mentioned land the following four (4) courses and distances;

(1) southwesterly along an arc of a circle bearing to the right having a radius of 589.57 feet, a distance of 93.86 feet, said curve being subtended by a chord 93.76 feet in length and bearing south 63 degrees 56 minutes 44 seconds west;

(2) north 85 degrees 44 minutes 15 seconds west 28.63;

(3) south 89 degrees 45 minutes 45 seconds west 22.17 feet; and

(4) south 86 degrees 32 minutes 45 seconds west 67.24 feet to the old line of Timber Dock;

THENCE along said old line of Timber Dock the following four (4) courses and distances;

(1) North 3 degrees 30 minutes 10 seconds west 42.50 feet;

Continued On Next Page

- (2) North 5 degrees 25 minutes 05 seconds west 73.92 feet;
- (3) North 6 degrees 36 minutes 25 seconds west 36.29 feet; and
- (4) North 2 degrees 54 minutes 30 seconds west 50.01 feet;

THENCE north 85 degrees 45 minutes 45 seconds east 190.83 feet to the westerly side of Lawrence Street to the point or place of BEGINNING.

TOGETHER with all the right, title and interest of the party of the first part of, in and to the land under water in Flushing Creek in front of said premises to the centre line of said Creek, and to erect, construct, build and maintain docks, wharves, bulkheads, piers and basins on the said land under the water in said Creek, in front of said premises and to charge and receive dockage and wharfage from all persons or corporations using any of the said wharves, bulkheads, piers and basins.

Being and intended to be the same premises conveyed to the party of the first part by deed in Reel 3207 Page 1809.

TOTAL P.09

ASSIGNMENT AND ASSUMPTION AGREEMENT

Agreement made this 8th day of January, 2008 by and among **Fulton/Max International (Holdings), Inc.**, a corporation organized and existing under the laws of the State of New York, having an office at 136-20 38th Avenue, 12th Floor, Flushing, New York 11354 (hereinafter the "Assignor"), **TDC Development & Construction Corp.**, a corporation organized and existing under the laws of the State of New York, having an office at 136-20 38th Avenue, 12th Floor, Flushing, New York 11354 (hereinafter the "Assignee") and **Willeys Point Asphalt Corp.**, a corporation organized and existing under the laws of the State of New York, having an address at 127-50 Northern Blvd., Flushing, New York 11368 (hereinafter "Seller").

WITNESSETH:

WHEREAS, the Assignor is the Purchaser under a Contract of Sale dated July 25, 2007 (the "Agreement"), by and between Purchaser and Seller of certain property known as 35-32 College Point Blvd., Flushing, New York, Block 4963 and Lots 212 and 249 (hereinafter the "Premises"); and

WHEREAS, the Assignor desires to assign all of its rights, title and interest in and to the Agreement to Assignee; and

WHEREAS, as consideration for said assignment, the Assignee has agreed to assume all of the Assignor's obligations and liabilities under the Agreement;

NOW THEREFORE, in consideration of the foregoing and other valuable consideration paid to the Assignor by the Assignee, the parties hereto hereby agree as follows:

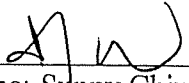
1. The Assignor grants, conveys, transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Agreement.
2. The Assignee assumes all of the Assignor's obligations and liabilities under the Agreement, and agrees to be bound by and perform all the covenants, terms and conditions of the Agreement.
3. The Seller consents to the assignment of the Agreement from the Assignor to the Assignee and, except with respect to the Assignor's representations contained herein, releases the Assignor from any and all liability under the Agreement.
4. The Seller (with respect to subparagraphs (a), and (b) below) and Assignor represent to the Assignee as follows:
 - (a) The Agreement is in full force and effect and has not been amended or modified in any respect except as set forth hereinabove.
 - (b) There is no presently existing event of default by either the Seller or the Assignor under the Agreement.
 - (c) Assignor has full right, title and authority to assign its interest in the

Agreement.

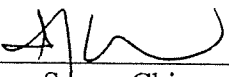
- (d) There are no claims, security interests or liens against the interest being assigned pursuant hereto and Assignor has not previously assigned, pledged or hypothecated Assignor's interest in the Agreement.
- (e) Assignor acknowledges that Assignor has by this instrument assigned all of Assignor's right, title and interest in and to the deposit held under the Agreement to Assignee.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed this 8th day of January, 2008.

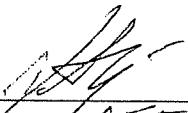
ASSIGNOR: FULTON/MAX INTERNATIONAL (HOLDINGS), INC.

By: 
Name: Sunny Chiu
Title: President

ASSIGNEE: TDC Development & Construction Corp.

By: 
Name: Sunny Chiu
Title: President

WILLETS POINT ASPHALT CORP

By: 
Name: PETER TULLY
Title: PRES

SITE ACCESS AGREEMENT

AND
SB-9

TDC DEVELOPMENT & CONSTRUCTION CORP., a New York Corporation, ("Grantor"), hereby authorizes WILLETS POINT ASPHALT CORP. and/or TULLY CONSTRUCTION CORP. (jointly and severally "Grantee(s)) and its environmental contractors (one or more independent contractors hired by Grantee(s), together with their subcontractors) to enter the property located at 35-32 College Point Avenue, Flushing, New York (the "Property"), to perform an environmental investigation at the locations identified in the map attached as Exhibit "A" (with the exception of Soil Borings SB-10) and pursuant to the Scope of the Phase II described in the letter to Grantee(s) from G.C. Environmental, Inc. (hereafter referred to as "G.C.") and attached as Exhibit "B" provided Grantee(s) adheres to each of the following:

1. The work that is the subject of this Site Access Agreement is described as follows (collectively referred to as the "Work"): See Exhibits A and B.
2. During the Effective Period of this Agreement, Grantee(s) and/or its environmental consultants will:
 - a. Install and/or sample groundwater monitoring well(s) and or soil borings shown on the attached Exhibit "A". Such wells must be flush mounted and locked. Grantee(s) shall not install any additional wells or any other structures or equipment on the Property unless Grantor expressly authorizes such installation(s) in writing;
 - b. gauge, monitor, survey or sample the borings and/or groundwater monitoring wells identified in Exhibit "A" ;
 - c. upon the earlier of (i) demand by Grantor after the termination of this Agreement, or (ii) after the completion of the investigation and any remediation, plug and abandon well(s) in compliance with all applicable laws.
3. Grantee(s) shall submit a Work Plan to address the above Work, subject to the review and approval of Grantor. Grantee(s) will provide Grantor with all reports prepared by G.C. whether or not such reports are submitted to governmental authorities resulting from the Work at the Property within five (5) business days of receipt of such reports, and before the submission of such documents to governmental authorities, and will accept and adopt reasonable comments on such reports.
4. Grantor will be notified at least five business days in advance of the Work planned on the Property, and shall have the right to observe such work and, if groundwater or soil samples are collected, obtain splits of such samples .
5. Grantee(s) and its environmental consultants in exercising the rights granted hereunder shall use its best efforts to conduct its activities in a manner that does not unreasonably interfere with the Grantor's tenant ("Tenant") or it's business operations, or with Grantor's or its Tenant's access to, development or use of the Property.
6. The initial term of this Agreement shall be forty five (45) days, commencing on the date that Grantee(s) begins the Work (the "Effective Period"). Both parties shall have

the right to terminate this Agreement upon fifteen (15) days prior written notice to the other party. Upon termination and the request of Grantor, Grantee(s) shall implement the restoration work as set forth in Paragraph 8.

7. The Work shall be performed in a workmanlike manner and appurtenances maintained in good condition and repair. All entrances by Grantee(s) and its employees or agents upon the Property shall occur at a reasonable time, place and manner. Grantee(s) agrees to coordinate its access to the Property with appropriate personnel from the Grantor or Grantor's designee.
8. Grantee(s) and its environmental consultants shall take reasonable precautions to minimize damage to the Property from the Work. Grantee(s) will restore the Property, including Grantor's personal property damaged by the Work to as close to its condition existing at the time the Work began as is reasonably possible.
9. Grantee(s) shall cause its consultants and contractors to obtain, maintain and keep in force: (i) general commercial liability insurance, with a New York-admitted carrier, in policy limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) pollution legal liability insurance, with a New York-admitted carrier, in policy limits of no less than \$2,000,000 per occurrence and \$3,000,000 aggregate, with deductible of no less than \$25,000; and Worker's Compensation insurance as required by law for all personnel involved; such policies shall name Grantor and Tenant as additional Insureds, and Binding Certificates with endorsements, including 30-day notice of change, shall be provided to Grantor prior to [Grantee(s)'s] or its consultant's access to the Premises and shall remain in force throughout the Work and all related access.
10. Grantee(s) agrees to defend, indemnify and hold harmless Grantor and its officers, directors, employees, agents, shareholders, and their successors from all claims, losses, lawsuits, damages, costs, expenses, and liabilities (including, without limitation, reasonable attorneys' and consultants' fees) (collectively "Liabilities") in any way relating to or arising from the Work, or from any acts or omissions of Grantee(s) and/or its employees or agents upon or relating to the Property, regardless of when such Liabilities occur or are discovered. This indemnification shall include, without limitation, any Liability related to hydrocarbon contamination found during the Work or any contamination that is caused by the Work. Grantee(s) agrees that it will execute appropriate manifests and bear the cost of treatment and/or disposal of hydrocarbon-impacted soil or groundwater caused by Grantee(s) or any Grantee(s) related or predecessor company operations, to the extent that such soil or groundwater is encountered while conducting the Work.
11. Grantee(s) represents and warrants that all of its and its employees' and agents' activities and operations upon the Property shall comply with all applicable federal, state and local laws, regulations, standards and requirements (including, without limitation, all environmental, occupational safety and health, and labor and employment laws). Grantee(s) explicitly acknowledge that the plan and scope of work in Exhibits A and B have not been approved by the New York State Department of Environmental Conservation, and to the extent that the Work provided for in this Agreement causes Grantor to incur any liabilities for violating the applicable federal, state, and local laws, the indemnity described in paragraph 10 specifically includes such liabilities.

12. This Agreement is binding upon and inures to the benefit of Grantor and its Tenant, and their respective, officers, directors, shareholders and their respective heirs, executors, administrators, personal representatives, successors, transferees and assigns.
13. This Agreement constitutes the parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.
14. This Agreement is not and shall not be construed as an admission of any issue of fact or law or as an admission or adjudication of any liability and shall not be admissible in any other suit or proceeding except a suit or proceeding to enforce the terms contained herein.
15. If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.
16. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.
17. This Agreement must be construed and its performance enforced under New York law.
18. This Agreement, executed in duplicate originals, shall be effective on the date first written below.
19. Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

IN WITNESS HEREOF, the parties hereto are authorized and have executed this Agreement on the day and year first written below.

TDC DEVELOPMENT & CONSTRUCTION CORP

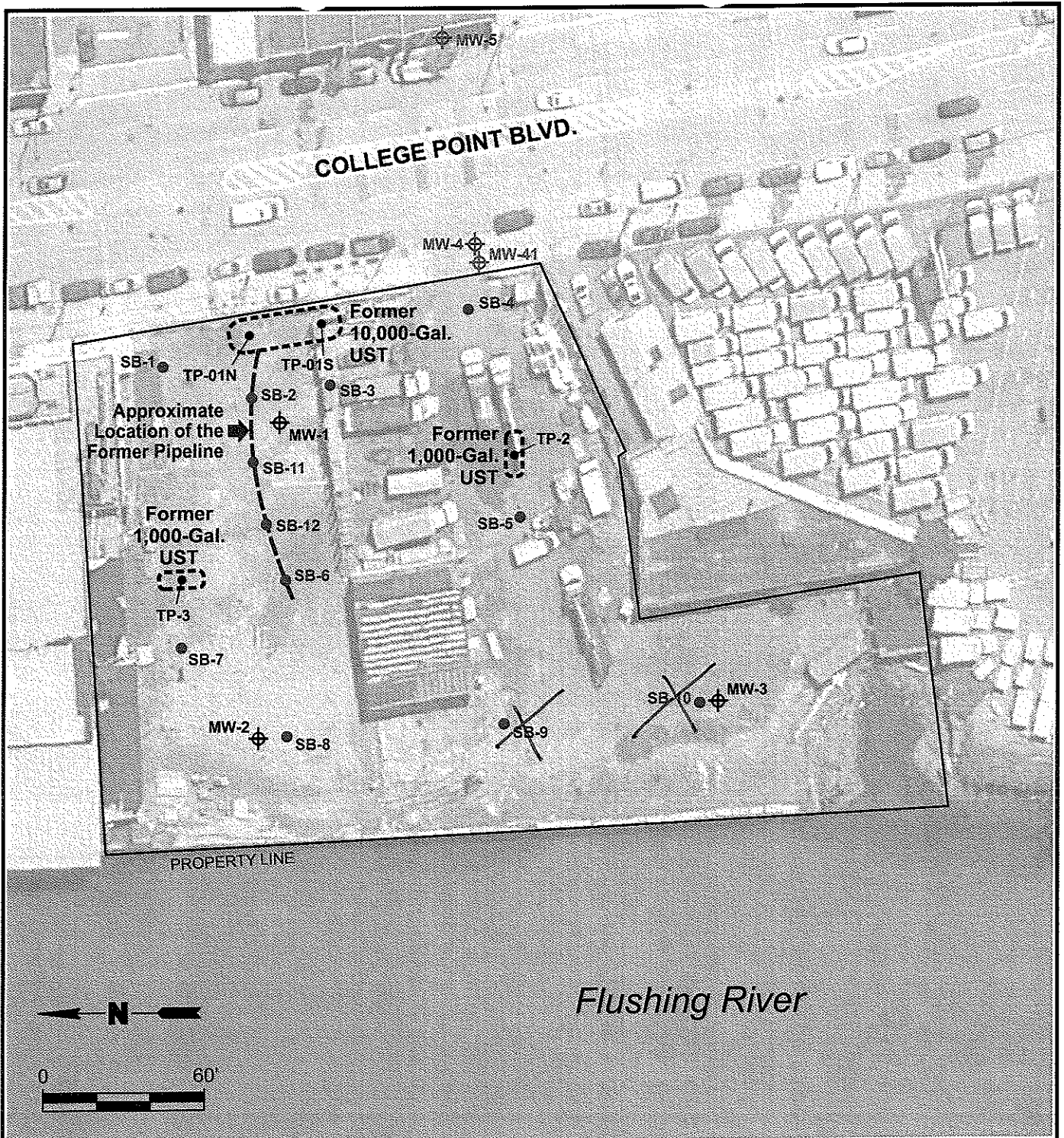
MAY 4, 2011
Date

By: [Signature]
Name: SUNNY CHIA
Title: PRESIDENT.

**WILLETS POINT ASPHALT CORP and
TULLY CONSTRUCTION CORP.**

May 4, 2011
Date

By: [Signature]
Name: RICHARD H. WYNN
Title: GENERAL COUNSEL



LEGEND

- SB-1 ● Proposed soil boring location and designation
- MW-5 ⊕ Proposed monitoring well location and designation
- MW-41 ⊕ Existing monitoring well location and designation
- MW-3 ⊕ Former monitoring well location and designation
- TP-3 ● Former soil sample location and designation
- UST Underground Storage Tank

Title:

PROPOSED SAMPLE LOCATION MAP

WILLETS POINT ASPHALT
35-32 COLLEGE POINT BOULEVARD
FLUSHING, NEW YORK

Prepared for:

WILLETS POINT ASPHALT



ROUX ASSOCIATES, INC.
Environmental Consulting
& Management

Compiled by: W.S.

Date: 09FEB11

FIGURE

Prepared by: B.H.C.

Scale: AS SHOWN

Project Mgr.: W.S.

Office: NY

File No.: X6532.01.CDR

Project No.: X-6532

1



G. C. ENVIRONMENTAL, INC.
CONSULTANTS CONTRACTORS

February, 14 2011

Dean Devoe, P.E.
~~Fully Environmental, Inc.~~ Willets Point Asphalt Corp
127-50 Northern Boulevard
Flushing, NY 11368

Subject: Limited Phase II Environmental Site Assessment
Former Willets Point Asphalt
35-32 College Point Boulevard
Flushing, NY
NYSDEC Spill No. 7900995
GCE Proposal No. 11021

Dear Mr. Devoe:

G. C. Environmental, Inc. (GCE) is pleased to submit this proposal for a Limited Phase II Environmental Site Assessment (Phase II) as you requested and as outlined in the scope of work you provided at the subject site.

The scope of the Phase II is as follows:

- One call utility mark out will be requested. Any additional or private utilities will be marked out by the client or others.
- Twelve soil borings will be completed to the depth of up to ten feet. The borings will be located in the areas described in the provided "Proposed Sample Location Map".
- Soil samples will be field screened using a photoionization detector (PID) and twelve soil samples with the highest PID readings will be submitted to a New York State Department of Health ELAP laboratory for analysis and analyzed for EPA Methods 8260 and 8270. Quality control (QA/QC) samples will not be collected.
- All samples will be submitted to a New York State Department of Health ELAP laboratory for analysis with standard turnaround time.
- A final report will be issued including findings, provided figures, boring logs, laboratory analytical results and a table of detected compounds.

The cost for the limited Phase II is \$10,926.00

Full access should be provided to all field locations. The above cost is contingent that minimal refusal is encountered during advancement of borings. GCE will arrange for public utility mark-out prior to excavation activities. It is the client's responsibility to identify all private underground utilities. GCE is not responsible for any damage to underground utilities which are not marked out by the utility companies or by the client, and client will be responsible for any additional labor and/or expenses incurred by GCE.

The report will be completed within approximately three (3) weeks of your written authorization to proceed. The completion date is based on GCE encountering no site access delays or restrictions.

Full access should be provided to all field locations. If GCE prearranges site-access and then is subsequently denied site-access or is unable to gain access, our time to return to the Site will be billed separately on a unit price basis.

If you agree with the proposed scope of work and projected fee, please sign in the space provided below and return document to GCE with 50% retainer.

GCE looks forward to continue working with you. If you have any questions or require further information, please contact me at (631) 206-3700 ext. 111.

Sincerely,



Gregory Collins
President



Tully Environmental, Inc.

4/11/11

Date

All amounts included in invoices not paid within 30 days of the date of the invoice will be subject to an 18% annual interest charge, which will be computed on a monthly basis on each prior month's accrued balance.

GCE reserves the right to hold documents or work on all accounts receivable 45 days old. In the event that GCE refers your account to a collection agency or retains a lawyer to institute any legal action to collect any amount owed, you will be responsible to pay for all costs of collection, including reasonable attorney's fees and court cost.

In the event our invoice for this work is turned over to your insurance company and/or attorney for direct payment, the undersigned hereby agrees to pay for any balances unpaid by the insurance company and/or attorney.

The terms of this Agreement cannot be changed unless done so in writing signed by both parties hereto. By signing this Agreement, you also grant GCE permission to verify the information contained on this Agreement. Please note this estimate may be subject to additional costs due to environmental regulations or conditions beyond our control.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND OR WHITE PAPER

WILLETS POINT ASPHALT CORP.

127-50 NORTHERN BLVD.
FLUSHING, NY 11368

BANK ONE, COLUMBUS, NA
COLUMBUS, OHIO 43271
25-80/440

10556

PAY

Five Thousand Four Hundred Sixty-Three and No/100 Dollars

DATE

AMOUNT

TO THE ORDER OF: G.C. Environmental, Inc.
22 Oak Street
Bay Shore, NY 11706

4/15/2011

\$5,463.00

WILLETS POINT ASPHALT CORP.

Memo: Payment; G.C. Environmental, Inc.

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈010556⑈ ⑆044000804⑆ 041171991822⑈

10556

WILLETS POINT ASPHALT CORP.

G.C. Environmental, Inc.

10556

4/15/2011

\$5,463.00

Payment; G.C. Environmental, Inc.

In Payment For:

Vendor Inv	Purchase No.	Invoice Date	Invoice Amount	Discounts	Previous Payments	Current Payment
10727	04311479	4/13/2011	\$5,463.00	\$0.00	\$0.00	\$5,463.00

Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX G

Section IX Contact List Information

Appendix G - Site Contact List

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application – Section IX

i. Local and State Officials

Councilman Peter Koo
20th Council District
135-27 38 Ave, Suite 388
Flushing, NY 11354

Senator John C. Liu
11th Senatorial District
38-50 Bell Blvd, Suite C
Bayside, NY 11361

Assemblyman Ron Kim
40th Assembly District
136-20 38th Ave
Flushing, NY 11354

Hon. Kirsten E. Gillibrand
U.S. Senator
780 Third Avenue, Suite 2601
New York, NY 10017

District Attorney Melinda Katz
Queens County District Attorney
125-01 Queens Blvd
Kew Gardens, NY 11415

Hon. Andrew M. Cuomo
Governor of New York State
NYS State Capital Building
State Street and Washington Avenue
Albany, NY 12224

Congresswoman Grace Meng
6th Congressional District
40-13 159th St, Suite A
Flushing, NY 11358

Queens Borough President
Donovan Richards
120-55 Queens Blvd
Queens, NY 11424

NYS Comptroller Thomas DiNapoli
59 Maiden Lane-30th Floor
New York, NY 10038

Hon. Mayor Bill de Blasio
New York City Hall
New York, NY 10007

NYC Comptroller Scott Stringer
1 Centre Street
New York, NY 10007

Public Advocate Jumaane D. Williams
Community Affairs
1 Centre Street, 15th Floor
New York, NY 10007

Hon. Charles E. Schumer
U.S. Senator
780 Third Avenue, Suite 2301
New York, NY 10017

Appendix G - Site Contact List

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application – Section IX

ii. Current Site Owner

Subject Site
Block 4963, Lot 212
3532 CPB LLC
37-12 Prince St, PH2A
Flushing, NY 11354

iii. Current Owners and Occupants of Adjacent Sites

Adjacent Properties
To the North
Block 4963, Lot 221
35-20 CPB REALTY, LLC
355 Knickerbocker Rd
Tenaflly, NJ 07670

Adjacent Properties
To the Northeast
Block 4966, Lot 11
133 Northern Property LLC.
133-08 Northern Blvd.,
Flushing, NY, 11354

Adjacent Properties
To the South
Block 4963, Lot 249
3532 CPB LLC
37-12 Prince St, PH2A
Flushing, NY 11354

Block 4963, Lot 210
JJSK MANAGMENT,
35-50 College Point Blvd,
Queens, NY 11355

Block 4863, Lot 200
AREC 8, LLC
28 Liberty St
New York, NY 10005

Adjacent Properties
To the East
Block 4966, Lot 1
55 CANAL REALTY CORP.
55 Canal St
New York, NY 10002

Adjacent Properties
To the East - continued
Block 4966, Lot 3
55 CANAL REALTY CORP.
55 Canal St
New York, NY 10002

Block 4966, Lot 4
55 CANAL REALTY CORP.
55 Canal St
New York, NY 10002

Block 4966, Lot 6
55 CANAL REALTY CORP.
55 Canal St
New York, NY 10002

Block 4966, Lot 7
55 CANAL REALTY CORP.
55 Canal St
New York, NY 10002

Appendix G - Site Contact List

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application – Section IX

**iv. Community, Religious, Civic and
other Authorities**

FDNY Engine 273
40-18 Union St
Flushing, NY 11354

Ebenezer Baptist Church
3612 Prince St
Flushing, NY 11354

Queens Baptist Church
3606 Prince St
Flushing, NY 11354

The Assembly in Christ in New York
134-28 Northern Blvd
Flushing, NY 11354

St. George's Episcopal Church
13532 38th Ave
Flushing, NY 11354

Happy Buddha Precious Temple
135-37 37th Ave #2A
Flushing, NY 11354

Temple of Mercy Charity Corporation
13523 37th Ave
Flushing, NY 11354

v. Parks and Recreation

NYC Parks and Recreation
Flushing Greens
c/o 37 Avenue
Flushing, NY 11354

NYC Parks and Recreation
Daniel Carter Beard Mem Sq
c/o 37 Avenue
Flushing, NY 11354

vi. Day Cares and School

Flushing Day Care Center, Inc./ Martin L. King,
Jr. Memorial Day Care Ctr
Administrator: Frances Yang
36-06 Prince St
Flushing, NY 11354

Kon Wah Day School
Administrator: Diana Mcaleer
135-27 38th Ave, 2nd Floor
Flushing, NY 11354

Windsor School
Principal: James DeFeo
37-02 Main St, 4th Floor
Flushing, NY 11354

vii. Local Water Supply

New York City Water Supply
9605 Horace Harding Expressway
Queens, NY 11368

viii. Local News and Media

Queens Post
45-12 46th St, Box 160
Sunnyside, NY 11104

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

Queens Chronicle
71-19 80th St, Suite 8-201
Glendale, NY 11385

Spectrum NY 1 News
75 Ninth Avenue
New York, NY 10011

Appendix G - Site Contact List

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application – Section IX

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

El Diario
1 MetroTech Center, 18th Floor
Brooklyn, NY 11201

Hoy Nueva York
1 MetroTech Center, 18th Floor
Brooklyn, NY 11201

ix. Any Person, Community Based Organization, BOA Group, or Local Media Who Has Requested to be placed on the contact list

No persons have requested to be on the Site Contact List.

x. Document Repository

Queens Public Library – Queensboro Hill Library,
60-05 Main Street
Flushing, NY 11355
(718) 359-8332

Queens Community Board District 7
Chairperson: Eugene T. Kelty, Jr.
District Manager: Marilyn McAndrews
133-32 41st Road – Room 3B
Flushing, New York 11355
Phone: 718-359-2800
Fax: 718-463-3891
E-Mail: qn07@cb.nyc.gov

See attached documentation confirming acceptance as document repositories in Appendix G.

From: [Kelty, Eugene \(CB\)](#)
To: [Lauren Jenkins](#)
Cc: [QN07@cb.nyc.gov \(CB\)](mailto:QN07@cb.nyc.gov)
Subject: Fw: Permission for Queens Community Board 7 Use as Document Repository
Date: Thursday, June 10, 2021 12:16:07 PM
Attachments: [Outlook-p0v4pfut.png](#)
[Outlook-wzsbzqb.png](#)
[Outlook-quhsaffi.png](#)
[Outlook-biomq1z3.png](#)
[Outlook-cvkdz1d.png](#)

This message originated outside your organization. Please use caution!

I have no problem with our Office being one of the locations for a document repository for future reports and correspondence associated with the proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) project located at 35-32 and 35-50 College Point Blvd, Flushing, New York 11354 (Site). The Site includes Block 4963 Lot 212 and Lot 249.

BUT

i strongly recommend that you use our Public Libraries as well. They have a better access for the general public that may want to review your documents.

Gene Kelty

Chair CB 7 Qns

From: QN07@cb.nyc.gov (CB) <QN07@cb.nyc.gov>
Sent: Thursday, June 10, 2021 11:48 AM
To: Kelty, Eugene (CB) <EKelty@cb.nyc.gov>
Cc: EUGENE T. KELTY JR. <docshadow@msn.com>
Subject: Fw: Permission for Queens Community Board 7 Use as Document Repository

See email below.

Community Board #7-Queens

133-32 41st Road, 3-B

Flushing, NY 11355

718-359-2800

718-463-3891 - fax

www.nyc.gov/queenscb7

From: Lauren Jenkins <ljenkins@rouxinc.com>
Sent: Wednesday, June 9, 2021 1:40 PM
To: QN07@cb.nyc.gov (CB) <QN07@cb.nyc.gov>
Cc: Kathryn Sommo <ksommo@rouxinc.com>
Subject: Permission for Queens Community Board 7 Use as Document Repository

Good afternoon,

Roux Environmental Engineering and Geology, D.P.C. (Roux) on behalf of 3532 CPB, LLC (3532 CPB) requests permission to use Queens Community Board 7 as a document repository for future reports and correspondence associated with the proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) project located at 35-32 and 35-50 College Point Blvd, Flushing, New York 11354 (Site). The Site includes Block 4963 Lot 212 and Lot 249.

As part of the Site's BCP Application, NYSDEC requires Roux to provide proof of "acknowledgement from the repositories listed that they agree to act as a document repository for the project".

Please reply with confirmation that Queens Community Board 7 permits to its use as a document repository for these BCP Sites.

My contact information is provided below if you have any questions regarding this request. Thank you for your time and attention.

Sincerely,

Lauren Jenkins | Staff Assistant Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Mobile: (516) 849-9747

Email: ljenkins@rouxinc.com | Website: www.rouxinc.com



California | Illinois | Massachusetts | New Jersey | New York | Texas | Virginia



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From: [Kathryn Sommo](#)
To: [Loveless, Amber R](#); [Benedetto, Luisa](#); [Lauren Jenkins](#)
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository
Date: Tuesday, July 20, 2021 11:00:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

We will put a permission lock on the USB.

Thank you

Kathryn Sommo | Senior Ecologist/Environmental Scientist

209 Shafter Street, Islandia, NY 11749

Main: 631.232.2600 | Direct: 631.630.2390 | Mobile: 631.214.0929

Email: ksommo@rouxinc.com | Website: www.rouxinc.com



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From: Loveless, Amber R <Amber.R.Loveless@queenslibrary.org>
Sent: Tuesday, July 20, 2021 10:56 AM
To: Benedetto, Luisa <Luisa.Benedetto@queenslibrary.org>; Kathryn Sommo <ksommo@rouxinc.com>; Lauren Jenkins <ljenkins@rouxinc.com>
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

This message originated outside your organization. Please use caution!

Hi Kathryn,

Let's go with a USB. We can store it at the reference desk. I'm envisioning a labeled box... Will the USB be locked so the public can't accidentally make changes to it?

Amber Loveless

Assistant Community Library Manager

Queens Public Library at Queensboro Hill

60-05 Main Street
Flushing, NY 11355
(718) 359-8332

Amber.R.Loveless@queenslibrary.org

From: Benedetto, Luisa
Sent: Monday, July 19, 2021 5:01 PM
To: Kathryn Sommo; Loveless, Amber R; Lauren Jenkins
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

Thank you, Kathryn. Amber will follow up with you regarding the best format.

Best,

Luisa Benedetto
Government Affairs Manager | Queens Public Library

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

From: Kathryn Sommo <ksommo@rouxinc.com>
Sent: Monday, July 19, 2021 11:46 AM
To: Benedetto, Luisa <Luisa.Benedetto@queenslibrary.org>; Loveless, Amber R <Amber.R.Loveless@queenslibrary.org>; Lauren Jenkins <ljenkins@rouxinc.com>
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

I believe libraries typically keep the materials behind the reference desk so the public can easily ask and locate the documents. These documents cannot be checked out by an individual. We can provide a flashdrive or disc of the document submittals so that the public could make a copy.

Thank you

From: Benedetto, Luisa <Luisa.Benedetto@queenslibrary.org>
Sent: Monday, July 19, 2021 10:03 AM
To: Kathryn Sommo <ksommo@rouxinc.com>; Loveless, Amber R <Amber.R.Loveless@queenslibrary.org>; Lauren Jenkins <ljenkins@rouxinc.com>
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

This message originated outside your organization. Please use caution!

Good morning Kathryn,

Hope all is well! We can serve as a document repository at Queensboro Hill Library. Please advise if we can have the documents on the public shelves or if this will need to be on a reference shelf behind a desk. Thank you.

Best,

Luisa Benedetto
Government Affairs Manager | Queens Public Library

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From: Kathryn Sommo <ksommo@rouxinc.com>
Sent: Wednesday, July 7, 2021 1:13 AM
To: Benedetto, Luisa <Luisa.Benedetto@queenslibrary.org>; Loveless, Amber R <Amber.R.Loveless@queenslibrary.org>; Lauren Jenkins <ljenkins@rouxinc.com>
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

Luisa

Thank you for getting back to us. We will let the NYSDEC know about the preferred location for document repository.

Would you be able to provide any information regarding the schedule for reopening the Queens Public Library at Flushing located at 41-17 Main Street? We typically use the closest library to the Brownfield Cleanup Program Site as the document repository and the Library at Flushing is the closest to our Site.

Also would you prefer we use the Central Library regardless of the timing of the Flushing Library reopening?

Thank you

Kathryn

From: Benedetto, Luisa <Luisa.Benedetto@queenslibrary.org>
Sent: Tuesday, July 6, 2021 5:30 PM
To: Kathryn Sommo <ksommo@rouxinc.com>; Loveless, Amber R <Amber.R.Loveless@queenslibrary.org>; Lauren Jenkins <ljenkins@rouxinc.com>

Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

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Hi Kathryn,

Thank you for reaching out! We typically house documents of this type at our Central Library, located at 89-11 Merrick Boulevard. Does that work for you?

Best,

Luisa Benedetto
Government Affairs Manager | Queens Public Library

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From: Kathryn Sommo <ksommo@rouxinc.com>
Sent: Friday, July 2, 2021 9:42 AM
To: Loveless, Amber R <Amber.R.Loveless@queenslibrary.org>; Lauren Jenkins <ljenkins@rouxinc.com>
Cc: Benedetto, Luisa <Luisa.Benedetto@queenslibrary.org>
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

Good Morning Amber

We will need to store either hard copies or electronic copies of several reports at the library for public review. If you prefer hard copies, we would need approximately 18 inches of shelf space over the duration of the project which could be 1-2 years. If electronic copies are preferred we can provide either on discs or flash drives. We are required by the NYSDEC to have a local document repository with the library. Please reach out with any further questions.

At this time we just need email confirmation from the library agreeing to serve as a document repository.

Thank you

Kathryn Sommo | Senior Ecologist/Environmental Scientist
209 Shafter Street, Islandia, NY 11749
Main: 631.232.2600 | Direct: 631.630.2390 | Mobile: 631.214.0929
Email: ksommo@rouxinc.com | Website: www.rouxinc.com



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From: Loveless, Amber R <Amber.R.Loveless@queenslibrary.org>
Sent: Thursday, July 1, 2021 11:57 AM
To: Lauren Jenkins <ljenkins@rouxinc.com>
Cc: Kathryn Sommo <ksommo@rouxinc.com>; Benedetto, Luisa
<Luisa.Benedetto@queenslibrary.org>
Subject: RE: Permission for Queensboro Hill Library Use as Document Repository

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Hi Lauren,

I am looping in Luisa from our Gov't Affairs and Communications office. She'll be able to determine if Queensboro Hill is the best fit to serve as a document repository. Can you tell us more about what your needs are, and what space and equipment you require?

Amber Loveless

Assistant Community Library Manager

Queens Public Library at Queensboro Hill

60-05 Main Street
Flushing, NY 11355
(718) 359-8332

Amber.R.Loveless@queenslibrary.org

From: Lauren Jenkins [ljenkins@rouxinc.com]
Sent: Wednesday, June 09, 2021 1:41 PM
To: Loveless, Amber R
Cc: Kathryn Sommo
Subject: Permission for Queensboro Hill Library Use as Document Repository

Good afternoon,

Roux Environmental Engineering and Geology, D.P.C. (Roux) on behalf of 3532 CPB, LLC (3532 CPB) requests permission to use Queensboro Hill Library as a document repository for future reports and correspondence associated with the proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) project located at 35-32 and 35-50 College Point Blvd, Flushing, New York 11354 (Site). The Site includes Block 4963 Lot 212 and Lot 249.

As part of the Site's BCP Application, NYSDEC requires Roux to provide proof of "acknowledgement from the repositories listed that they agree to act as a document repository for the project".

Please reply with confirmation that Queensboro Hill Library permits to its use as a document repository for these BCP Sites.

My contact information is provided below if you have any questions regarding this request. Thank you for your time and attention.

Sincerely,

Lauren Jenkins | Staff Assistant Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Mobile: (516) 849-9747

Email: ljenkins@rouxinc.com | Website: www.rouxinc.com



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Brownfield Cleanup Program Application
4 Fulton Square
35-32 College Point Boulevard, Flushing, New York

APPENDIX H

Section X Land Use Factors

Appendix H –Land Use Factors

4 Fulton Square
35-32 College Point Boulevard, Flushing, New York 11354
BCP Application – Section X

Question 2. Current Use –The majority of the lot is vacant with the remainder of the lot, approximately 11,000 square feet in the northeast corner of the Site, being used for office space and construction material storage. The Site is currently zoned as M1-2/R7-1, allows for residential use.

Question 3. Reasonably Anticipated Use Post Remediation – The proposed development will be mixed use and will include residential space, approximately 20 percent of which will be affordable, community facilities, ground floor commercial space, below grade parking and a shore public walkway.

Question 4. Do current historical and/or recent development patterns support the proposed use?

The contemplated future use which includes affordable housing and community facilities, supports the current development patterns promoting a revitalized neighborhood and promoting neighborhood needs.

Question 5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.

Yes, the proposed mixed-use as residential housing and ground floor commercial with community facilities is consistent with the current property zoning laws.

Question 6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans?

The Flushing West Brownfield Opportunity Area (BOA) is roughly bounded by Northern Boulevard to the north, Roosevelt Avenue to the south, Prince Street to the east and the Van Wyck Expressway and Flushing Creek to the west. The Flushing West Neighborhood Planning Study developed the following strategies in consideration of the BOA, 1. Preserve and create affordable housing, foster jobs & economic opportunity, invest in services and infrastructure and promote growth of livable neighborhoods. The rezoning of Flushing West by the New York City Department of City Planning includes a zoning text amendment and zoning map amendment to establish a Special Flushing Waterfront District, which would allow for development for residential and commercial uses, with some light industrial uses. The proposed redevelopment to provide affordable housing, community facilities and commercial space is consistent with the Flushing West Neighboring Planning Study.