



**Department of  
Environmental  
Conservation**

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

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

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

### **PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION**

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

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

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

This amendment seeks to add 16-63 Cody Developer LLC as a Volunteer applicant to the Brownfield Cleanup Agreement for the 16-63 Cody Avenue Site in Queens, New York. The entity is a party to a Development Management Agreement with existing Volunteers, including Cody Avenue Property LLC and VIP Cody Housing Development Fund Corporation. 16-63 Cody Developer LLC is not a current or former owner and had no role in the contamination. It is being added to reflect its role in site preparation, remediation and redevelopment, including coordination with contractors and agencies. This amendment aligns the BCA with current project agreements and does not alter the remediation responsibilities of existing Volunteers.

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

BCP SITE NAME: 16-63 Cody Avenue Site	BCP SITE CODE: C241279
NAME OF CURRENT APPLICANT(S): Cody Avenue Property LLC; VIP Cody Housing Development; VIP Community Services, Inc	
INDEX NUMBER OF AGREEMENT: C241279-01-24	DATE OF ORIGINAL AGREEMENT: 02/22/2024

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

NAME: 16-63 CODY DEVELOPER LLC			
ADDRESS: c/o Apex Real Estate Investments, 711 3rd Avenue, Suite 1100			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: 917-580-0252	EMAIL: ks@apxrei.com		
REQUESTOR CONTACT: Kasra Sanandaji, Principal			
ADDRESS: 711 3rd Avenue, Suite 1100			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: 917-580-0252	EMAIL: ks@apxrei.com		
REQUESTOR'S CONSULTANT: N/A		CONTACT: N/A	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		
REQUESTOR'S ATTORNEY: Greenberg Traurig		CONTACT: Steven Russo	
ADDRESS: One Vanderbilt Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: 212-801-2155	EMAIL: Steven.Russo@gtlaw.com		
		<b>Y</b>	<b>N</b>
1. Is the requestor authorized to conduct business in New York State?		<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?		<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?		<input checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?		N/A <input type="radio"/>	<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: 16-63 CODY DEVELOPER LLC is the designated developer for the Site.			

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

*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is: <input type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant	
OWNER'S NAME:	CONTACT:
ADDRESS:	
CITY/TOWN:	ZIP CODE:
PHONE:	EMAIL:
OPERATOR:	CONTACT:
ADDRESS:	
CITY/TOWN:	ZIP CODE:
PHONE:	EMAIL:

**SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION**

*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

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

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input checked="" type="radio"/>	
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input checked="" type="radio"/>	
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>	
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="checkbox"/> <b>PARTICIPANT</b>  A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b>  A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum.  NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.  <b>If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.</b>		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input checked="" type="checkbox"/> Other: <u>Developer</u>			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>

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

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

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

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


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

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


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

☐

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


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

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

Y	N
<input type="radio"/>	<input type="radio"/>

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<p><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b></p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>		

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



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

BCP SITE NAME: 16-63 Cody Avenue Site

BCP SITE CODE: C241279

NAME OF CURRENT APPLICANT(S): Cody Avenue Property LLC; VIP Cody Housing Development; VIP Community Services, Inc

INDEX NUMBER OF AGREEMENT: C241279-01-24

DATE OF ORIGINAL AGREEMENT 02/22/2024

**Declaration of Amendment:**

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

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

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

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

(Individual)

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

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

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

(Entity)

I hereby affirm that I am managing member (title) of 16-63 CODY DEVELOPER LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

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

Date: 04/28/2025 Signature: 50161a3c-00de-43e3-a3a6-870b2304805d Digitally signed by 50161a3c-00de-43e3-a3a6-870b2304805d  
Date: 2025.04.28 13:03:11 -04'00'Print Name: Kasra Sanandaji



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

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

(Individual)

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

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

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

(Entity)

I hereby affirm that I am Administrative Member (title) of Cody Avenue Property LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Kasra Sanandaji signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 04/28/2025 Signature: 50161a3c-00de-43e3-a3a6-870b2304805d

Digitally signed by 50161a3c-00de-43e3-a3a6-870b2304805d  
Date: 2025.04.28 13:03:48 -04'00'

Print Name: Kasra Sanandaji**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 02/22/2024

Signature by the Department:

DATED: 7/7/2025NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown  
Janet E. Brown, Assistant Director  
Division of Environmental Remediation

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

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

(Individual)

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

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

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

(Entity)

I hereby affirm that I am President & CEO (title) of VIP Community Services, Inc. (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Debbian Fletcher-Blake signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/9/2025 Signature: Print Name: Debbian Fletcher-Blake**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

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

Signature by the Department:

DATED: 7/7/2025NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

  
Janet E. Brown, Assistant Director  
Division of Environmental Remediation

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

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

(Individual)

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

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

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

(Entity)

VIP Cody Housing Development Fund Corporation

I hereby affirm that I am President & CEO (title) of \_\_\_\_\_ (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Debbian Fletcher-Blake signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/9/2025 Signature: Print Name: Debbian Fletcher-Blake**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

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

Signature by the Department:

DATED: 7/7/2025NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

  
Janet E. Brown, Assistant Director  
Division of Environmental Remediation

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

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

*NOTE: DEC requires a standard full BCP application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.*

### COVER PAGE

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

### SECTION I: CURRENT AGREEMENT INFORMATION

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

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

### SECTION II: NEW REQUESTOR INFORMATION

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

#### Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information.) The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database.

#### Requestor, Consultant and Attorney Contact Information

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

*Requestor's Representative:* This is the person to whom all correspondence, notices, etc., will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

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

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

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

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

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

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

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

#### Owner Name, Address, etc.

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

#### Operator Name, Address, etc.

Provide information for the new operator, if applicable.

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

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

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

### SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

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

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

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

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

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

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

## SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

*NOTE: DEC requires a standard full BCP application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.*

### Property Information on Existing Agreement

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

### Addition of Property

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

### Reduction of Property

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

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

Provide the new address and tax parcel information.

### Total Revised Site Acreage

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

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

### *Required Attachments for Section V:*

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

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

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

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

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

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

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

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

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

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





# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

#### Entity Details



**ENTITY NAME:** 16-63 CODY DEVELOPER LLC  
**DOS ID:** 7560330  
**FOREIGN LEGAL NAME:** 16-63 CODY DEVELOPER LLC  
**FICTITIOUS NAME:**  
**ENTITY TYPE:** FOREIGN LIMITED LIABILITY COMPANY  
**DURATION DATE/LATEST DATE OF DISSOLUTION:**  
**SECTIONOF LAW:** LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW  
**ENTITY STATUS:** ACTIVE  
**DATE OF INITIAL DOS FILING:** 03/14/2025  
**REASON FOR STATUS:**  
**EFFECTIVE DATE INITIAL FILING:** 03/14/2025  
**INACTIVE DATE:**  
**FOREIGN FORMATION DATE:** 02/10/2025  
**STATEMENT STATUS:** CURRENT  
**COUNTY:** NEW YORK  
**NEXT STATEMENT DUE DATE:** 03/31/2027  
**JURISDICTION:** DELAWARE, UNITED STATES  
**NFP CATEGORY:**

ENTITY DISPLAY   NAME HISTORY   FILING HISTORY   MERGER HISTORY   ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

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

**Name:** C/O C T CORPORATION SYSTEM  
**Address:** 28 LIBERTY STREET, NEW YORK, NY, UNITED STATES, 10005

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

Chief Executive Officer's Name and Address

**Name:**  
**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:** C T CORPORATION SYSTEM

**Address:** 28 LIBERTY STREET, NEW YORK, NY, 10005

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

**Is The Entity A Farm Corporation:** NO

Stock Information

Share Value	Number Of Shares	Value Per Share

## LIMITED LIABILITY COMPANY AGREEMENT

### OF

#### 16-63 CODY DEVELOPER LLC

This Limited Liability Company Agreement (this “*Agreement*”) of 16-63 Cody Developer LLC, is entered into by Kasra Sanandaji, as member (the “*Member*”).

The Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101, et seq.), as amended from time to time (the “*Act*”), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is 16-63 Cody Developer LLC (the “*Company*”).

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware.

5. Member. The name and the mailing address of the Member is as follows:

Kasra Sanandaji  
711 Third Avenue, 11<sup>th</sup> Floor  
New York, New York 10017

The Member was admitted to the Company as a member of the Company at the time of the filing of the initial certificate of formation of the Company with the Office of the Secretary of State of the State of Delaware on February 10, 2025 (the “*Certificate of Formation*”).

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the

State of Delaware. Notwithstanding any other provision of this Agreement, the Member is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person. Kasra Sanandaji is hereby designated as an “authorized person” within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation with the Office of Secretary of State of the State of Delaware (the “*Secretary of State*”). Upon the filing of the Certificate of Formation, his powers as an “authorized person” ceased, and the Member thereupon became the designated “authorized person” within the meaning of the Act. The Member may execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in New York and in any other jurisdiction in which the Company may wish to conduct business.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member; (b) any time there are no members of the Company unless the Company is continued in accordance with the Act; or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Capital Contributions. The Member has contributed the amounts in cash set forth on the books and records of the Company, and no other property, to the Company.

9. Reserved.

10. Additional Contributions. The Member is not required to make any additional capital contribution to the Company.

11. Allocation of Profits and Losses. The Company’s profits and losses shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member, subject to the Act. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

13. Assignments. The Member may assign in whole or in part its limited liability company interest. Subject to Section 15, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. If the Member transfers all of its limited liability company interest in the Company pursuant to this Section 13, such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation shall, without further act, be the

Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

14. Resignation. The Member may resign from the Company.

15. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the consent of the Member.

16. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent required by the Act.

17. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

18. Effectiveness. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate of Formation with the Secretary of State on February 10, 2025.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the 10<sup>th</sup> day of February, 2025.



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KASRA SANANDAJI

*[Signature page to 16-63 Cody Developer LLC Agreement]*

**CONSENT OF SOLE MEMBER  
OF  
16-63 CODY DEVELOPER LLC**

The undersigned, being the sole Member (the “**Member**”) of 16-63 Cody Developer LLC, a Delaware limited liability company (the “**Company**”), does hereby consent to and authorize the following:

**WHEREAS**, the Company intends to execute and deliver documents, and take actions, in connection with the acquisition, development, construction and/or financing of 16-63 Cody Avenue, Queens, New York, and to take actions and enter into documents ancillary thereto (collectively, the “**Transaction**”); and

**WHEREAS**, the Member, on behalf of the Company, deems it advisable and in the best interest of the Company for the Company to enter into the Transaction.

**NOW THEREFORE, BE IT**

**RESOLVED**, that the Company is hereby authorized and directed to enter into the Transaction;

**RESOLVED**, that the Company be and hereby is authorized to execute, deliver and perform any and all applicable agreements, instruments, affidavits, certificates and/or documents necessary or desirable to effectuate the Transaction, including but not limited to the documents set forth on Exhibit A attached hereto;

**RESOLVED**, that Kasra Sanandaji, acting alone, in his capacity as Authorized Signatory, be and is hereby authorized and directed to take all such action and to execute, deliver and perform the agreements, instruments, affidavits, certificates, and/or documents referred to above, including but not limited to the documents set forth on Exhibit A attached hereto, and such further agreements, instruments, affidavits, certificates, and/or documents in the name of and on behalf of the Company and to pay all such sums as shall be necessary, proper and advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions; and it is further

**RESOLVED**, that all action heretofore taken by Kasra Sanandaji for and on behalf of the Company in connection with the negotiation and/or consummation of the Transaction shall be and hereby are ratified and approved.

[Remainder of Page Left Intentionally Blank]



IN WITNESS WHEREOF, the undersigned has executed this Consent as of April 28,  
2025.

  
\_\_\_\_\_  
KASRA SANANDAJI, Member

*[Signature page to Consent of 16-63 Cody Developer LLC]*

*Exhibit A*

1. Brownfield Cleanup Agreement Amendment, dated April 28, 2025, by and among the New York State Department of Environmental Conservation, Cody Avenue Property LLC, VIP Cody Housing Development Fund Corporation, and 16-63 Cody Developer LLC.

**§ 13 : Volunteer Certification for 16-63 Cody Developer LLC**

16-63 Cody Developer LLC seeks to be added to the Brownfield Cleanup Agreement for Site Code C241279 as a Volunteer applicant. The entity has no history of ownership, possession, or operational control of the site at the time of any contamination and became involved only after the site was accepted into the Brownfield Cleanup Program. Its role is limited to redevelopment-related project management pursuant to a Development Management Agreement with existing Volunteers. The entity has taken appropriate care by reviewing environmental reports and remedial plans prior to involvement, deferring all site access and remedial activities to the existing Volunteer, coordinating with qualified environmental consultants, and ensuring that no activities under its oversight interfere with or exacerbate existing contamination. Accordingly, because 16-63 Cody Developer LLC's liability arises solely from post-disposal involvement and it has exercised appropriate care, the entity should be considered a Volunteer under ECL § 27-1405(1)(b).

## ***ACCESS AGREEMENT***

ACCESS AGREEMENT made as of this 12th day of May, 2025, by and between Johnson Ingraham Associates LLC ("**Grantor**") and 16-63 CODY DEVELOPER LLC ("**Grantee**").

WHEREAS, Grantor is the Owner of certain real property located at 16-63 Cody Ave, Ridgewood, New York (Block 3556, Lot 61), together with the building and improvements thereon (the "Property");

WHEREAS, Grantor has entered into an Amended and Restated Purchase and Sale Agreement dated as of March 15, 2023 (as further amended, the "Purchase Agreement") with Cody Avenue Property LLC ("Purchaser") for the acquisition of the Property; and

WHEREAS, Cody Avenue Property LLC and Grantee have entered into a Development Services Agreement with VIP Housing Development Corporation to implement the Remedial Action Work Plan for the Property and to develop the Property for VIP; and

WHEREAS, Grantee intends to submit an application to amend the Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation ("NYSDEC") currently governing the remediation of the Property pursuant to the New York State Brownfield Cleanup Program ("BCP"); and

WHEREAS, Grantee will require access to the Property to carry out certain remedial and other related tasks required by the BCP (collectively, the "Work"); and

WHEREAS, Grantor has agreed, as an accommodation, to grant Grantee such continued access.

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

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

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to the Property during the performance of the Work. The performance of the Work will not interfere unreasonably with the quiet enjoyment of the building on the Property by the tenants thereof, or the ability of

Grantor to remove its property from the Property in anticipation of the closing under the Purchase Agreement. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantee's exercise of its rights hereunder. Any access to the Property or Work to be performed pursuant to this Access Agreement shall be subject to compliance with the insurance and indemnity requirements set forth in the Purchase Agreement.

3. Grantee shall provide reasonable notice to Grantor prior to Grantee's need for access to the Property to perform the Work, and prior to such access shall provide to Grantor the insurance certificates required by Section 3.1 (c) of the Purchase Agreement.

4. In the event that an environmental easement is required prior to the Closing, Grantor will execute and cooperate with Grantee in recording the easement, which shall be a permitted encumbrance under the Purchase Agreement.

5. Grantee shall be responsible for obtaining all federal, state or local governmental approvals and providing all notices in relation to the Work.

6. Purchaser, by its execution of this Access Agreement agrees that it will indemnify, and hold harmless, Grantor and its members and Principals against any claim or liability arising as a result of the acts of any Grantee Related Party in connection with the Property.

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

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

**GRANTOR:**

JOHNSON INGRAHAM ASSOCIATES LLC

By: 

Name: Philip Paul

Title: Managing Member

**GRANTEE:**

16-63 CODY DEVELOPER LLC

By: 

Name: Kasra Sanandaji

Title: Authorized Signatory

CODY AVENUE PROPERTY LLC

By: 

Name: Kasra Sanandaji

Title: Authorized Signatory



# Environmental Site Remediation Database Search Details

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## Site Record

### Document Repository

Site-related documents are available for review through the DECInfo Locator on line at [DECInfoLocator](#)

## Administrative Information

**Site Name:** 16-63 Cody Avenue Site

**Site Code:** C241279

**Program:** Brownfield Cleanup Program

**Classification:** A

**EPA ID Number:**

## Location

**DEC Region:** 2

**Address:** 16-63 Cody Avenue

**City:**Ridgewood Zip: 11385

**County:**Queens

**Latitude:** 40.695430556

**Longitude:** -73.899930556

**Site Type:**

**Estimated Size:** 0.44 Acres

## Site Owner(s) and Operator(s)

**Current Owner Name:** Johnson Ingraham Associates LLC

**Current Owner(s) Address:** 519 W 26th Street  
New York, NY, 10001

**Current On-Site Operator:** Mind Hand Company

**Stated Operator(s) Address:** 519 W 26th Street  
New York, NY 10001

## Site Document Repository

**Name:** Borough of Queens, Community Board 5

**Address:** 61-23 Myrtle Avenue  
Glendale, NY 11385

**Name:** Queens Public Library at Ridgewood

**Address:** 20-12 Madison Street  
Queens, NY 11385



## Site Description

**Location:** The approximate 19,900-square-foot (0.44 acres) brownfield site is located at 16-63 Cody Avenue in the Ridgewood neighborhood of Queens, New York, and is identified as Block 3556 and Lot 61 on the New York City Tax Map. The site is bound to north by one two-story residential building, one two-story mixed-use residential/commercial building, and one automobile repair facility, to the west by a recycling facility, to the east by Cody Avenue followed by elevated railroad tracks, and to the south by a one-story industrial building.

**Site Features:** The site is comprised of an approximate 12,060-square foot one- and two-story vacant manufacturing warehouse on the southern portion of the property and an associated at grade asphalt paved parking area on the northern portion. The building was most recently operated by two woodworking tenants and affiliated office spaces on the first floor, offices and a residential living space on the second floor. A partial basement is present under the southern portion of the building and consists of mechanical spaces and storage. The asphalt paved portion of the property was operated as a parking lot for a car storage tenant with a storage shed in the northwestern corner.

**Current Zoning and Land Use:** The brownfield site is located in a M1-4D manufacturing district which allows for residential uses. No environmental restrictions are currently associated with the property. The adjoining parcels and surrounding area are of mixed use including residential, industrial, and commercial uses.

**Past Use of the Site:** Prior to the most recent woodworking operations which began in 2009, historic uses that may have contributed to the site contamination include a laundry facility, heating and air conditioning manufacturer and other miscellaneous manufacturing. Historic uses of adjacent properties that may have contributed to the site contamination include an auto repair facility to the west; garages with gasoline tanks and manufacturing to the south; and electronic product manufacturing, iron works, and other miscellaneous manufacturing to the north.

**Site Geology and Hydrogeology:** Based on borings completed during the Phase II Environmental Investigation (EI) in 2022, the Remedial Investigation (RI) in 2023 and in 2024, the subsurface stratigraphy at the site consists of fill material, generally consisting of sand with concrete, scrap metal, and brick fragments beneath the manufacturing warehouse, beneath the basement slab, within the sidewalk of Cody Avenue, and on the western portion of the building exterior, to depths ranging from approximately 1.5 to 15.5 feet below grade. The fill is underlain by a silty sand with cobbles and boulders that extended to the termination depths of all borings, which ranged from 15 to 110 feet below grade. The "Surficial Geologic Map of New York" by the New York State Museum State Geological Survey indicates that the surficial geology at the site consists of till moraine which is generally an impermeable layer comprised of variable sorted clasts. According to the "Bedrock and Engineering Geologic Maps of New York County" by Charles A. Baskerville the site is underlain by the Hartland Formation which consists of interbedded units of feldspar, schist, and amphibolite. Perched groundwater was encountered at two temporary monitoring wells in the northern portion of the site between 18 and 18.8 feet below sidewalk level (bsl) during the Phase II. Groundwater was encountered between elevation (el) 13.49 to el 15.08 feet NAVD88 (between 60.07 and 61.81 feet below sidewalk level) during the RI. Based on area topography and observed water level measurements, groundwater flow is to the southeast. Based on area topography,

observed water level measurements, and the proximity of the site to Fresh Creek, groundwater flow is to the southeast.

## Contaminants of Concern (Including Materials Disposed)

### Contaminant Name/Type

1,2,4-trimethylbenzene

1,3,5-trimethylbenzene

n-propylbenzene

tetrachloroethene (PCE)

trichloroethene (TCE)

## Site Environmental Assessment

**Nature and Extent of Contamination:** The primary contaminants of concern present on-site include chlorinated volatile organic compounds (VOCs), petroleum VOCs, and semi-volatile organic compounds (SVOCs) detected in soil; chlorinated VOCs and petroleum VOCs in groundwater; and chlorinated VOCs in soil vapor and in collocated sub-slab soil vapor and indoor air. **Soil:** The highest concentrations of chlorinated VOCs on-site were detected within shallow non-native material in the northwestern portion of the Site at depths ranging between 1 to 7 feet bsl. Tetrachloroethene (PCE) was identified at a maximum concentration of 32 ppm, which exceeds the applicable restricted-residential use soil cleanup objective (RRSCO) of 19 ppm and protection of groundwater soil cleanup objective (PGW SCO) of 1.3 ppm. Trichloroethene (TCE) was identified at a maximum concentration of 43 ppm, which exceeds the applicable RRSCO of 21 ppm and PGW SCO of 0.47 ppm. Cis-1,2-Dichloroethene (DCE) was identified at a maximum concentration of 7 ppm, which exceeds the applicable PGW SCO of 0.25 ppm. The highest concentrations of petroleum VOCs were detected at a depth ranging between 65 and 67 feet bsl in the central portion of the site. 1,2,4-Trimethylbenzene (1,2,4-TMB) was identified at a maximum concentration of 890 ppm, which exceeds the applicable RRSCO of 52 ppm and PGW SCO of 3.6 ppm. 1,3,5-Trimethylbenzene (1,3,5-TMB) was identified at a maximum concentration of 240 ppm, which exceeds the applicable RRSCO of 52 ppm and PGW SCO of 8.4 ppm. N-Propylbenzene was identified at a maximum concentration of 140 ppm, which exceeds the applicable RRSCO of 100 ppm and PGW SCO of 3.9 ppm. The highest concentrations of SVOCs were identified in impacted shallow non-native material between 1 and 7 feet bgs in the northern and central portions of the site and beneath the existing basement slab in the southern portion of the site. Benzo(a)anthracene was identified at a maximum concentration of 4.5 ppm, which exceeds the applicable RRSCO of 1 ppm and PGW SCO of 1 ppm. Benzo(a)pyrene was identified at a maximum concentration of 4.4 ppm, which exceeds the applicable RRSCO of 1 ppm. Benzo(b)fluoranthene was identified at a maximum concentration of 5.5 ppm, which exceeds the applicable RRSCO of 1 ppm and PGW SCO of 1.7 ppm. Chrysene was identified at a maximum concentration of 4.4 ppm, which exceeds the applicable RRSCO of 3.9 ppm and PGW SCO of 1 ppm.

Dibenz(a,h)anthracene was identified at a maximum concentration of 0.66 ppm, which exceeds the applicable RRSCO of 0.33 ppm. Indeno(1,2,3 cd) pyrene was identified at a maximum concentration of 3.3 ppm, which exceeds the applicable RRSCO of 0.5 ppm. The highest concentration of metals was identified in impacted shallow non-native material between 1 and 4 feet bgs in the northern, central, and western portions of the site. Arsenic was identified at a maximum concentration of 102 ppm, which exceeds the applicable RRSCO of 16 ppm. Barium was identified at a maximum concentration of 1140 ppm, which exceeds the applicable RRSCO of 400 ppm. Chromium, Trivalent was identified at a maximum concentration of 239 ppm, which exceeds the applicable RRSCO of 180 ppm. Lead was identified at a maximum concentration of 499 ppm, which exceeds the applicable RRSCO of 400 ppm. Pesticides / polychlorinated biphenyls (PCBs)/ per- and polyfluoroalkyl substances (PFAS) were not detected or were detected at levels far below RRSCO and PGW SCOs in soil. Data does not indicate any off-site impacts in soil related to the site. Groundwater: The highest concentrations of chlorinated VOCs were detected exceeding the NYSDEC Ambient Water Quality Standards and Guidance Value (AWQSGV) within shallow monitoring wells on the western portion of the site. PCE was identified at a maximum concentration of 260 ug/l, which exceeds the SGV of 5 ug/l. TCE was identified at a maximum concentration of 84 ug/l, which exceeds the SGV of 5 ug/l. PCE and TCE were not detected above the SGVs in the intermediate or deep monitoring wells, with the exception of PCE detected above the SGV within one intermediate monitoring well in the southwestern portion of the site. Chloroform was identified in the shallow, intermediate, and deep groundwater monitoring wells on the northwestern portion of the site at a maximum concentration of 54 ug/l, which exceeds the SGV of 7 ug/l. The highest concentrations of petroleum VOCs were detected within four shallow groundwater monitoring wells. Petroleum VOCs were detected above the AWQSGV at these two isolated locations, including but not limited to: 1,2,4- TMB at a maximum concentration of 300 ug/l, which exceeds the SGV of 5 ug/l; 1,3,5-TMB at a maximum concentration of 80 ug/l, which exceeds the SGV of 5 ug/l; ethylbenzene at a maximum concentration of 67 ug/L, which exceeds the SGV of 5 ug/L; total xylenes, at a maximum concentration of 210 ug/L, which exceeds the SGV of 5 ug/L; and n-propylbenzene at a maximum concentration of 39 ug/l, which exceeds the SGV of 5 ug/l. PFOS was detected at a maximum concentration of 0.00599 ug/l, which exceeds the SGV of 0.0027 ug/l. PFOA was detected at a maximum concentration of 0.0533 ug/l, which exceeds the SGV of 0.0067 ug/l. Data indicates the potential for off-site impacts in groundwater related to the site. Soil Vapor /Sub-Slab Soil Vapor /Indoor Air: Total chlorinated VOCs concentrations were detected within soil vapor, sub-slab soil vapor and indoor air throughout the Site. PCE was detected in soil vapor samples at concentrations up to 6,560 ug/m<sup>3</sup>, in sub-slab soil vapor samples up to 346,000 ug/m<sup>3</sup>, and in indoor air samples up to 2,350 ug/m<sup>3</sup>, respectively. TCE was detected in soil vapor samples at concentrations up to 9,620 ug/m<sup>3</sup>, in sub-slab soil vapor samples up to 5,480 ug/m<sup>3</sup>, in indoor air samples up to 83.8 ug/m<sup>3</sup>, respectively. Data indicates the potential for off-site impacts in soil vapor related to the site.

## Site Health Assessment

The site is vacant, and redevelopment is planned. Direct contact with contaminants in the soil is unlikely because the site is covered with buildings and pavement. Contaminated groundwater at the site is not used for drinking or other purposes and the site is served by a public water supply that obtains water from a different source not affected by this contamination. Volatile organic compounds in soil vapor (air spaces within the soil) may move into buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. The site is vacant so inhalation of site contaminants in indoor air via vapor intrusion is not a current concern. However, the potential exists for inhalation of site contaminants due to soil vapor intrusion for any future on-site development. In addition, sampling indicates soil vapor intrusion from site contamination is a potential concern for off-site buildings.

For more Information: [E-mail Us](#)

Refine This Search