

NYSDEC BROWNFIELD CLEANUP PROGRAM APPLICATION

28-12 41ST AVENUE SITE

SECTION 4, BLOCK 417, LOT 20
QUEENS, NEW YORK
NYSDEC BCP SITE NO. C241300

PREPARED FOR:
28 12 41ST AVE LLC
222-25 JAMAICA AVE, STE 301
QUEENS VILLAGE, NEW YORK 11428

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BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. *OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.

a. VIA SITE CONTROL DROPBOX:

- [Request an invitation](#) to upload files to the Site Control submittal dropbox.
- In the "Title" field, please include the following: "New BCP Application - *Proposed Site Name*".
- After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
- Application packages submitted through third-party file transfer services will not be accepted.

a. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7015

SITE NAME: 28-12 41st Avenue Site

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

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C241300

☒

Yes

☐

No



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 17 – October 2025

SECTION I: Property Information

PROPOSED SITE NAME 28-12 41st Avenue Site

ADDRESS/LOCATION 28-12 41st Avenue

CITY/TOWN Long Island City

ZIP CODE 11101

MUNICIPALITY (LIST ALL IF MORE THAN ONE)

COUNTY Queens

SITE SIZE (ACRES) 0.115

LATITUDE

LONGITUDE

40 ° 45 ' 3.754 " -73 ° 56 ' 14.429 "

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

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
28-12 41st Avenue	4	417	20	0.115

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

SECTION I: Property Information (continued)		Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		<input type="radio"/>	<input checked="" type="radio"/>
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		<input type="radio"/>	<input checked="" type="radio"/>
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		<input type="radio"/>	<input checked="" type="radio"/>
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		<input type="radio"/>	<input checked="" type="radio"/>
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		<input type="radio"/>	<input checked="" type="radio"/>
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. <div style="display: flex; justify-content: space-between;"> <div><u>Easement/Right-of-Way Holder</u></div> <div><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): <div style="display: flex; justify-content: space-between;"> <div><u>Type</u></div> <div><u>Issuing Agency</u></div> <div><u>Description</u></div> </div> None		<input type="radio"/>	<input checked="" type="radio"/>
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?		<input checked="" type="radio"/>	<input type="radio"/>
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.			
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.		Y <input type="radio"/>	N <input checked="" type="radio"/>
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		<input type="radio"/>	<input checked="" type="radio"/>
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		<input type="radio"/>	<input type="radio"/>
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.			
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions. Initials of each Requestor: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div>			

SECTION II: Project Description

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

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

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

☒ Yes

☐ No

☐ N/A

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

☒ RIWP

☒ RAWP

☐ IRM

☐ No

4a. Please provide a short description of the overall project development, including a complete project schedule with all key BCP program milestones through issuance of the Certificate of Completion. Include DEC/DOH review times in the schedule (best efforts to review documents within 45 days pursuant to 6 NYCRR Part 375-3.6(b)).

Is this information attached?

☒ Yes

☐ No

4b. Please include in the project schedule the dates of any outside public or private funding source deadlines with the associated BCP milestones, e.g., NYC HPD or NYS HCR funding deadlines, or private funding interim milestones from loan documents, that depend on a particular BCP milestone such as a work plan or report approval, decision document issuance, etc.

Is this information clearly identified in the BCP project schedule?

☒ Yes

☐ No

☐ N/A

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

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

Is this information attached?

☒ Yes

☐ No

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

☒ Yes

☐ No

SECTION III: Ecological Concerns

1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site?

Y

☐

N

☒

2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources?

☐

☒

3. Is/are there a/any Contaminant(s) of Ecological Concern?

☐

☒

If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report.

4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application?

N/A

☒

☐

☐

SECTION IV: Land Use Factors		
1. What is the property's current municipal zoning designation? <u>M1-5/R7-3</u>		
2. What uses are allowed by the property's current zoning (select all that apply)? Residential <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/>		
3. Current use (select all that apply): Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational <input type="checkbox"/> Vacant <input checked="" type="checkbox"/>		
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?	Y <input checked="" type="radio"/>	N <input type="radio"/>
5. Reasonably anticipated post-remediation use (check all that apply): Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> If residential, does it qualify as single-family housing? N/A <input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?	<input checked="" type="radio"/>	<input type="radio"/>
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>
8. Do current and/or recent development patterns support the proposed use?	<input checked="" type="radio"/>	<input type="radio"/>
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation. Include additional documentation if necessary.	<input checked="" type="radio"/>	<input type="radio"/>
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation. Include additional documentation if necessary.	<input checked="" type="radio"/>	<input type="radio"/>

SECTION V: Current and Historical Property Owner and Operator Information		
CURRENT OWNER 28 12 41ST AVE LLC		
CONTACT NAME Aditya Ajaykumar Shah		
ADDRESS 222-25 Jamaica Avenue Suite 301		
CITY Queens Village	STATE NY	ZIP CODE 11428
PHONE (929) 333-1997	EMAIL aditya.shah@edevelopmentinc.com	
OWNERSHIP START DATE 10/02/2025		
CURRENT OPERATOR 28 12 41ST AVE LLC		
CONTACT NAME Aditya Ajaykumar Shah		
ADDRESS 222-25 Jamaica Avenue Suite 301		
CITY Queens Village	STATE NY	ZIP CODE 11428
PHONE (929) 333-1997	EMAIL aditya.shah@edevelopmentinc.com	
OPERATION START DATE 10/02/2025		

SECTION VI: Property's Environmental History

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

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

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

*Please describe other known contaminants and the media affected:

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

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

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

Are the required drawings included with this application?



YES



NO

- Indicate Past Land Uses (check all that apply):

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

Other: metal works, printing, dry cleaner, and auto repair

SECTION VII: Requestor Information							
NAME 28 12 41ST AVE LLC							
ADDRESS 222-25 Jamaica Avenue, Suite 301							
CITY/TOWN Queens Village		STATE NY	ZIP CODE 11428				
PHONE (929) 333-1997		EMAIL aditya.shah@edevelopmentinc.com					
1. Is the requestor authorized to conduct business in New York State (NYS)?			<table border="1"> <thead> <tr> <th>Y</th> <th>N</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> </tbody> </table>	Y	N	<input checked="" type="radio"/>	<input type="radio"/>
Y	N						
<input checked="" type="radio"/>	<input type="radio"/>						
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database . A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?			<table border="1"> <tbody> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> </tbody> </table>	<input checked="" type="radio"/>	<input type="radio"/>		
<input checked="" type="radio"/>	<input type="radio"/>						
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A <input type="radio"/>			<table border="1"> <tbody> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> </tbody> </table>	<input checked="" type="radio"/>	<input type="radio"/>		
<input checked="" type="radio"/>	<input type="radio"/>						
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.			<table border="1"> <tbody> <tr> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> </tr> </tbody> </table>	<input checked="" type="radio"/>	<input type="radio"/>		
<input checked="" type="radio"/>	<input type="radio"/>						

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Aditya Ajaykumar Shah			
ADDRESS 222-25 Jamaica Avenue Suite 301			
CITY Queens Village		STATE NY	ZIP CODE 11428
PHONE (929) 333-1997		EMAIL aditya.shah@edevelopmentinc.com	
REQUESTOR'S CONSULTANT (CONTACT NAME) James Bellew			
COMPANY H & A of New York Engineering and Geology, LLP (Haley & Aldrich of New York)			
ADDRESS 213 West 35th Street, 7th Floor			
CITY New York		STATE NY	ZIP CODE 10123
PHONE (646) 277-5686		EMAIL jbellw@haleyaldrich.com	
REQUESTOR'S ATTORNEY (CONTACT NAME) George C.D. Duke			
COMPANY Fox Rothschild LLP			
ADDRESS 101 Park Ave 17th Floor			
CITY New York		STATE NY	ZIP CODE 10178
PHONE (201) 736-0948		EMAIL gduke@foxrothschild.com	

SECTION IX: Program Fee

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

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

SECTION X: Requestor Eligibility

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

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	<input type="radio"/>	<input checked="" type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	<input type="radio"/>	<input checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	<input type="radio"/>	<input checked="" type="radio"/>
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input checked="" type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION X: Requestor Eligibility (continued)

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

PARTICIPANT

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

☐**VOLUNTEER**

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

☒

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

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

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

☒ Yes

☐ No

☐ N/A

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

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

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

Is this proof attached?

☐ Yes

☐ No

☒ N/A

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

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

SECTION XII: Site Contact List
<p>To be considered complete, the application must include the Brownfield Site Contact List in accordance with <i>DER-23: Citizen Participation Handbook for Remedial Programs</i>. Please attach, at a minimum, the names and mailing addresses of the following:</p> <ul style="list-style-type: none"> • The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located. • Residents, owners, and occupants of the property and adjacent properties. • Local news media from which the community typically obtains information. • The public water supplier which services the area in which the property is located. • Any person who has requested to be placed on the contact list. • The administrator of any school or day care facility located on or near the property. • The location of a document repository for the project (e.g., local library). If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository. In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site. • For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

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

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am **OWNER** (title) of **28 12 41ST AVE LLC** (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 12/17/25 Signature: 

Print Name: ADITYA SHAH

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

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

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

BCP App Rev 17

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

Y

N

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



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



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



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



Upside down



Underutilized



From ECL 27-1405(31):

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

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

375-3.2:

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

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

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

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

Check appropriate box below:

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

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

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

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

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

☐ Yes – planned renewable energy facility site with documentation

☐ Pending – planned renewable energy facility awaiting documentation

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

☒ No – not a planned renewable energy facility site

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

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

“Renewable energy facility site” shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

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

(b) “renewable energy systems” means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

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

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

☐ No

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

(5) “Disadvantaged communities” means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

ATTACHMENT A

Section I: Property Information

SECTION I: PROPERTY DESCRIPTION NARRATIVE

Site Location

The Site, located in the Long Island City neighborhood of Queens, is identified as Block 417 Lot 20 on the New York City tax map. The Site is approximately 5,000 square feet (sq ft) (0.115 acres) and is currently improved with a vacant one-story, slab-on-grade warehouse with no cellar.

The Site is bounded to the north by 41st Avenue and ATLAS High School; to the east by a two-story mixed-use residential and commercial building; to the south by a two-story commercial building and a two-story mixed-use residential and commercial building; and to the west by a commercial parking lot. The Site is in a mixed-use area characterized by low-rise commercial and residential, multi-family high-rise, and manufacturing buildings.

The project locus is shown on Figure 1 and Site Plan is shown on Figure 2. A tax lot map is provided in Figure 3. A map of the surrounding land use and sensitive receptors is included as Figure 4. A map showing the disadvantaged community overlay is included as Figure 5. A map showing the adjoining properties is included as Figure 6.

Site Features

The Site is a 0.115-acre rectangular shaped lot improved with a one-story, slab-on-grade warehouse used for parking and storage.

Current Zoning and Land Use

According to the New York City Planning Commission Zoning Map 9b, the Site is located within an M1-5/R7-3 manufacturing and residential zoning district. The Site has been assigned an E-designation ([E-104, CEQR 00DCP055Q](#)) for hazardous materials as part of the Long Island City District rezoning. The Site is currently vacant. The intended post development use as a new ten-story residential building is consistent with the applicable zoning of the surrounding area.

Past Site Use

The Site was first developed as early as 1898 with two one-story garage buildings. By 1915, the northern half of the Site was occupied by two residential buildings. Between 1936-1950, two shed buildings were added on the southern portion of the Site. Around 1971, the current commercial warehouse was constructed and has been utilized for commercial uses including metal works, dry cleaning, and laundry facility with two oil storage tanks, printing, and auto repair through present day. The property has been occupied by Federal Express Corp in 1976, Perfect Auto Repair in 1991, Anco Transmissions Corp and Redline Auto Repair from 1991 to 2004, CP Trading and locksmith in 2005, Max Cleaners Inc. in 2007, Max JDJ Cleaners in 2008 (registered dry cleaner site), and Walnut Printing and A Roofing in 2014 and 2017. The Site was most recently used for parking and storage. Operations involving dry cleaners and auto repair services typically utilize chemical agents, petroleum and/or hazardous materials, the discharge of which may have adversely impacted the environmental quality of the property.

Site Geology and Hydrogeology

Based on the findings from the October 2025 NYSDEC Brownfield Cleanup Program (BCP) Remedial Investigation completed by Haley & Aldrich of New York, the stratigraphy of the site, from the surface down, consists of urban fill consisting of brown to dark brown to black fine to medium sand with varying

amounts of silt, fine gravel, brick, concrete, and asphalt observed from surface grade to approximately 5 ft bgs. The urban fill layer was underlain by a potential native layer consisting of brown fine to medium sand with varying amounts of clay, silt, and fine to coarse gravel. Groundwater was encountered between 25.52 to 25.76 feet below top of casing (ft btoc) with groundwater flow generally to the southeast. The estimated depth to bedrock beneath the Site is 105 ft bgs. The elevation of the Site is approximately 37-feet above mean sea level (amsl). The topography of the Site is relatively flat and the surrounding area slopes downward towards the west.

Environmental Zone Designation

The Site is not located in an EnZone in Census Tract 33.01 (geoID 36081003301).

33.01

33.01

STATEFP36

COUNTYFP081

TRACTCE003301

GEOID36081003301

NAME33.01

NAMESADCensus Tract 33.01

MTFCCG5020

FUNCSTATS

ALAND190890

AWATER0

INTPTLAT+40.7514197

INTPTLON-073.9389266

FIPS36081003301

County_FIPS36081

GeographyCensus Tract 33.01

CountyQueens County

UnempRate4.2

NYS_UR7.1

Pov_Rate7.4

County_PR11.6

CountyRateX223.2

Criteria_A

Criteria_B

Both_AB

EnZoneTypeNone

The entire Site footprint (100%) is located within a designated Disadvantaged Community (DAC).

+

-

Home

Layers

Geocoder

27th St

28th St

29th St

30th St

31st St

32nd St

33rd St

34th St

35th St

36th St

37th St

38th St

39th St

40th St

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82nd St

83rd St

84th St

85th St

86th St

87th St

88th St

89th St

90th St

91st St

92nd St

93rd St

94th St

95th St

96th St

97th St

98th St

99th St

100th St

Address (1 of 2)

Address: 28- 12 41 Ave, Long Island City, NY, 11101

Latitude: 40.7511

Longitude: -73.9372

Zoom to

28-11 Queens Plaza N Office

28-11 Queens Plaza N Office

Academy of American Studies

Newcomers High School

40.752, -73.939

SECTION I.8: PREVIOUSLY REMEDIATED

It is our understanding that the Site has not been subject to any remedial activities.

SECTION I.14: ENVIRONMENTAL ASSESSMENT

The Requestor seeks entry into the New York State Department of Environmental Conservation (NYSDEC) BCP at the construction stage. A Phase I Environmental Site Assessment (ESA) dated April 2021 and Limited Phase II Environmental Site Investigation Report dated May 2021 were completed by P.W. Grosser Consulting, Inc. (PWGC). A NYCOER Remedial Investigation Report (RIR) was completed by GEI dated July 2025.

These reports are summarized below in Section IV.1 and are appended to this application package. Based on previous investigations, the primary contaminants of concern for the Site are VOCs, primarily the CVOC PCE, metals, SVOCs (specifically PAHs), pesticides, and PCBs in soil; SVOCs (PAHs), metals, and PFAS in groundwater; and CVOCs, specifically PCE, in soil vapor.

Soil – GEI July 2025 NYCOER RI

Soil analytical results were compared to NYSDEC Title 6 of the New York Codes, Rules, and Regulations (NYCRR) Part 375 Unrestricted Use Soil Cleanup Objectives (UUSCOs), Protection of Groundwater Soil Cleanup Objectives (PGWSCOs), and Restricted-Residential Soil Cleanup Objectives (RRSCOs). The findings of soil from the GEI 2025 NYCOER RI are summarized as follows:

- No VOCs or PCBs were detected above UUSCOs in the soil borings.
- The SVOC benzo(b)fluoranthene was detected at 1.4 mg/Kg in the soil boring SB-4 at a depth of 5 to 7 ft bgs. Additionally, the SVOC indeno(1,2,3-cd)pyrene was detected at 0.68 mg/Kg in this same boring at depth. Both detections exceed UUSCOs and PGWSCOs but are below RRUSCOs. No other SVOCs were detected above RRUSCOs or PGWSCOs.
- The pesticide 4,4'-DDT was detected at 0.0071 mg/Kg, above its UUSCO of 0.0033 mg/Kg, in the soil sample collected from boring SB-4 at a depth of 5 to 7 ft bgs. This detection is below the RRUSCO and PGWSCO for 4,4'-DDT. No other pesticides were detected above UUSCOs during the RI.
- Lead was detected at 67.1 mg/Kg in soil boring SB-3 at a depth of 5 to 7 ft bgs. Additionally, lead was detected at 85 mg/Kg in soil boring SB-4 at a depth of 5 to 7 ft bgs. Both detections exceed UUSCOs but are below RRUSCOs and PGWSCOs. No other metals were detected above UUSCOs during the RI.
- Emerging contaminants perfluoroalkyl and polyfluoroalkyl substances (PFAS) compounds were analyzed for in the soil collected from boring SB-3 at a depth of 5 to 7 feet. PFAS were not detected above laboratory detection limits. No historical on or off-Site sources were identified for PFAS.

Comparisons of soil analytical results from the GEI 2025 NYCOER RI to UUSCOs and RRSCOs are mapped on Figure 7 in section VI.3 of this application.

Soil – Haley & Aldrich of New York October 2025 NYSDEC BCP RI

Soil analytical results were compared to NYSDEC Title 6 of the New York Codes, Rules, and Regulations (NYCRR) Part 375 Unrestricted Use Soil Cleanup Objectives (UUSCOs), Protection of Groundwater Soil Cleanup Objectives (PGWSCOs), and Restricted-Residential Soil Cleanup Objectives (RRSCOs). The findings of soil from the Haley & Aldrich of New York 2025 NYSDEC BCP RI are summarized as follows:

- One VOC, PCE, was detected above its UUSCO in two shallow soil samples collected between 0 to 2 ft bgs at a maximum concentration of 5.5 mg/kg in RI-SB-05_0-2. No other VOCs were detected above the UUSCOs, RRSCOs, and/or applicable PGWSCOs in the soil samples analyzed.
- Total PCBs in RI-SB-08_0-2 were detected above the UUSCO at a concentration of 0.242 mg/kg. No other PCBs were detected above the UUSCOs or RRSCOs in the soil samples analyzed.
- Up to seven SVOCs, specifically polycyclic aromatic hydrocarbons (PAHs), were detected at concentrations above both UUSCOs and RRSCOs in six shallow soil samples between 0 to 2 ft bgs. Maximum concentrations of SVOCs were all detected in one soil sample, RI-SB-03_0-2. SVOCs detected above applicable criteria include: benzo(a)anthracene (24 mg/kg), benzo(a)pyrene (26 mg/kg), benzo(b)fluoranthene (30 mg/kg), benzo(k)fluoranthene (8.8 mg/kg), chrysene (23 mg/kg), dibenzo(a,h)anthracene (3.8 mg/kg), and indeno(1,2,3-cd)pyrene (10 mg/kg). In addition, SVOCs were compared to PGWSCOs for compounds detected above NYSDEC AWQS in groundwater samples. SVOCs including benzo(a)anthracene, benzo(b)fluoranthene, chrysene, and indeno(1,2,3-cd)pyrene were detected above NYSDEC AWQS in groundwater samples during the October 2025 groundwater sampling events and were found to exceed the PGWSCOs. No other SVOCs were detected above the UUSCOs, RRSCOs, and/or applicable PGWSCOs in the soil samples analyzed.
- Up to four pesticides were detected at concentrations exceeding their UUSCOs in six shallow soil samples collected between 0 to 2 ft bgs. Maximum concentrations of SVOCs were all detected in one soil sample, RI-SB-08_0-2. SVOCs detected above applicable criteria include: 4,4'-DDD (0.03 mg/kg), 4,4'-DDE (0.0195 mg/kg), 4,4'-DDT (0.0469 mg/kg), and dieldrin (0.0173 mg/kg). No other pesticides were detected above the UUSCOs or RRSCOs in the soil samples analyzed.
- Up to six metals were detected above UUSCOs and RRSCOs in 11 soil samples analyzed, specifically: arsenic (maximum concentration of 25.7 mg/kg in RI-SB-07_0-2; barium (maximum concentration of 537 mg/kg in RI-SB-05_0-2; copper (maximum concentration of 204 mg/kg in RI-SB-07_0-2; lead (maximum concentration of 1,210 mg/kg in RI-SB-05_0-2; mercury (maximum concentration of 2.87 mg/kg in RI-SB-07_12-14; selenium (maximum concentration of 4.26 mg/kg in RI-SB-07_0-2; and, zinc (maximum concentration of 850 mg/kg in RI-SB-09_0-2. Metals were compared to PGWSCOs for compounds detected in groundwater samples. Lead (maximum concentration of 1,210 mg/kg in RI-SB-05_0-2 was detected above AWQS in groundwater samples from October 2025 groundwater sampling event and was found to exceed the PGWSCOs. No other metals were detected above their UUSCOs, RRSCOs, or PGWSCOs in the soil samples analyzed.
- The emerging contaminant 1,4-dioxane was not detected above laboratory detection limits in the soil samples analyzed. Emerging contaminants PFOS and PFOA were not detected above the UUSCO or PGWSCO GVs in any of the soil samples analyzed.

Comparisons of soil analytical results to UUSCOs, RRSCOs, and PGWSCOs are mapped on Figure 8 in section VI.3 of this application.

Groundwater – GEI July 2025 NYCOER RI

Groundwater analytical results were compared to NYSDEC Technical and Operational Guidance Standards (T.O.G.S.) 1.1.1 Ambient Water Quality Standards (AWQS). The findings of groundwater from the GEI 2025 NYCOER RI are summarized as follows:

- No VOCs, pesticides, or PCBs were detected above their respective GQS.
- The SVOC benzo(a)pyrene was identified at 0.59 µg/L in the groundwater sample collected from monitoring well TW-3. No other SVOCs were detected above their respective GQS.
- The total metals arsenic (max of 133 µg/L in TW-2), barium (maximum of 4,410 µg/L in TW-2), cadmium (maximum of 9.1 µg/L in TW-2), chromium (maximum of 1,090 µg/L in TW-2), copper (maximum of 1,970 µg/L in TW-2), iron (maximum of 986,000 µg/L in TW-2), lead (maximum of 1,740 µg/L in TW-2), magnesium (maximum 586,000 µg/L in TW-2) and nickel (maximum of 1,300 µg/L in TW-2), sodium (maximum of 51,900 µg/L in TW-1) and mercury (0.93 µg/L in TW-2 only) were detected above their respective GQS. Sodium was the sole dissolved metal detected above GQS (51,800 µg/L in TW-1).
- The emerging contaminant 1,4-dioxane was analyzed using Selective Ion Monitoring (SIM) and was not detected in any groundwater samples.
- The emerging contaminants Per- and Polyfluoroalkyl Substances (PFAS) were analyzed in groundwater samples from all three monitoring wells. The NYSDEC issued its most recent guidance for PFAS in April 2023 which adopted the Ambient Water Quality Values (AWQS) of 6.7 ng/L for PFOA and 2.7 ng/L for PFOS. PFOA was detected above the AWQS (maximum of 33.5 ng/L in TW-2) in all three monitoring wells. PFOS was detected above the AWQS in two of the three monitoring wells (maximum of 28.2 ng/L in TW-2). No on-site sources were identified for PFAS.

Comparisons of groundwater analytical results to AWQS are mapped on Figure 9 in section VI.3 of this application.

Groundwater – Haley & Aldrich of New York October 2025 NYSDEC BCP RI

Groundwater analytical results were compared to NYSDEC Technical and Operational Guidance Standards (T.O.G.S.) 1.1.1 Ambient Water Quality Standards (AWQS). The findings of groundwater from the Haley & Aldrich of New York 2025 NYSDEC BCP RI are summarized as follows:

- No VOCs, pesticides, or PCBs were detected above the AWQS.
- One SVOC, benzo(a)anthracene, was detected above AWQS in four groundwater samples analyzed, including the duplicate (maximum concentration of 0.09 µg/L in RI-MW-05_20251022). Three additional SVOCs exceeded AWQS in RI-MW-05_20251022, including: benzo(b)fluoranthene (concentration of 0.07 µg/L); chrysene (concentration of 0.05 µg/L); and indeno(1,2,3-cd)pyrene (concentration of 0.04 µg/L). No other SVOCs were detected above their AWQS in the groundwater samples analyzed.

- Up to three metals were detected above AWQS in six groundwater samples, including the duplicate, as follows: total iron (maximum concentration of 21,200 µg/L in RI-MW-02_20251022), total lead (concentration of 102.6 µg/L in RI-MW-05_20251022), total magnesium (maximum concentration of 48,300 µg/L in RI-MW-01_20251023), total manganese (maximum concentration of 1,109 µg/L in MW-02), and total sodium (maximum concentration of 29,000 µg/L in RI-MW-05_20251022). No other total metals were detected above the AWQS in the groundwater samples analyzed.
- Two dissolved metals were detected above the AWQS in groundwater sample RI-MW-01_20251023: dissolved magnesium (concentration of 44,800 µg/L) and dissolved sodium (concentration of 28,200 µg/L). No other dissolved metals were detected above the AWQS in the groundwater samples analyzed.
- The emerging contaminant 1,4-dioxane was compared to the NYSDEC GV of 0.35 µg/L; however, 1,4-dioxane was not detected above laboratory detection limits in the groundwater samples analyzed.
- Concentrations of the emerging contaminants PFOA and PFOS were compared to the NYSDEC GVs of 6.7 ng/L for PFOA and 2.7 ng/L for PFOS. PFOA was detected in four groundwater samples, including the duplicate, above the NYSDEC GVs (maximum concentration of 9.52 ng/L in RI-MW-04_20251022). PFOS was detected in RI-MW-04_20251022 and its duplicate above the NYSDEC GVs (maximum concentration of 16.4 ng/L in RI-MW-04_20251022).

Comparisons of groundwater analytical results to AWQS are mapped on Figure 10 in section VI.3 of this application.

Soil Vapor and Indoor Air – GEI July 2025 NYCOER RI

The findings of soil vapor and indoor air from the GEI 2025 NYCOER RI are summarized as follows:

- Petroleum related VOCs were detected in soil vapor as follows: benzene was detected at concentrations ranging from 0.45 µg/m³ in SV 2 to 13.7 µg/m³ in SV-3), ethylbenzene was detected at concentrations ranging from 2.08 µg/m³ in SV-1 to 64.2 µg/m³ in SV-4, naphthalene was detected at concentrations ranging from 0.63 µg/m³ in SV-1 to 65.8 µg/m³ in SV-4, cyclohexane was detected at concentrations ranging from 0.25 µg/m³ in SV-2 to 4.34 µg/m³ in SV-3, 2,2,4-trimethylpentane was detected at 7.84 µg/m³ in SV-3, only, 1,2,4-trimethylbenzene was detected at concentrations ranging from 2.87 µg/m³ in SV-1 to 8.71 µg/m³ in SV-5, 1,3,5-trimethylbenzene was detected at concentrations ranging from 0.63 µg/m³ in SV-1 to 2.02 µg/m³ in SV-3, o-xylene was detected at concentrations ranging from 3.78 µg/m³ in SV-2 to 95.1 µg/m³ in SV-4, total xylene was detected at concentrations ranging from 12.9 µg/m³ in SV-2, to 386 µg/m³ in SV-4, n-heptane was detected at concentrations ranging from 1.48 µg/m³ in SV-1 to 13.7 µg/m³ in SV-3), n-hexane was detected at concentrations ranging from 0.84 µg/m³ in SV-5 to 17.6 µg/m³ in SV-3 and toluene was detected at concentrations ranging from 3.04 µg/m³ in SV-2 to 16.4 µg/m³ in SV-3.
- CVOCs detected in soil vapor include the following: trichloroethylene (TCE) ranging from 0.25 µg/m³ in SV-2 to 95.7 µg/m³ in SV-4, carbon tetrachloride ranging from 0.26 µg/m³ in SV-1 to 0.50 µg/m³ in SV-3, tetrachloroethene (PCE) ranging from 171 µg/m³ in SV-3 to 11,500 µg/m³ in SV-4,

1,1,1-trichloroethane ranging from 0.65 $\mu\text{g}/\text{m}^3$ in SV-3 to 77.1 $\mu\text{g}/\text{m}^3$ in SV-5, and methylene chloride at 2.59 $\mu\text{g}/\text{m}^3$ in SV-3 only..

While an indoor air sample was collected during the July 2025 GEI RI, comparisons against NYSDOH Decision Matrices cannot be made between indoor air and soil vapor samples as the indoor air sample was not co-located with any sub-slab or soil vapor sample. However, as compared to the NYSDOH matrices, the concentrations of TCE (greater than 60 $\mu\text{g}/\text{m}^3$) and PCE (greater than 1,000 $\mu\text{g}/\text{m}^3$) in soil vapor at SV-4 prompt a “mitigate” action, regardless of indoor air concentration.

The NYC OER RI concluded that, based on the evaluation of the data and information from the RIR, disposal of significant amounts of hazardous waste is not suspected at the Site and that there are no known impediments to remedial action at the Site.

Detected concentrations in soil vapor are mapped on Figure 11 in section VI.3 of this application.

Soil Vapor – Haley & Aldrich of New York October 2025 NYSDEC BCP RI

The findings of soil vapor from the Haley & Aldrich of New York 2025 NYSDEC BCP RI are summarized as follows:

- Total VOC concentrations in soil vapor samples ranged from 242.26 $\mu\text{g}/\text{m}^3$ in sample RI-SG-02_20251016 to 3,154.9 $\mu\text{g}/\text{m}^3$ in sample RI-SG-06_20251016. Total benzene, toluene, ethylbenzene, and xylenes (BTEX) concentrations ranged from non-detect in sample RI-SG-06_20251016 to 14.45 $\mu\text{g}/\text{m}^3$ in sample RI-SG-05_20251016. Total CVOC concentrations in soil vapor samples ranged from 208.36 $\mu\text{g}/\text{m}^3$ in sample RI-SG-02_20251016 to 3,154.9 $\mu\text{g}/\text{m}^3$ in sample RI-SG-06_20251016.
- CVOCs were detected in all seven soil vapor samples collected during this investigation. Detected CVOCs include PCE in all soil vapor samples (maximum concentration of 3,070 $\mu\text{g}/\text{m}^3$ in RI-SG-06_20251016; TCE in six soil vapor samples (maximum concentration of 37.9 $\mu\text{g}/\text{m}^3$ in RI-SG-07_20251016); 1,1,1-trichloroethane in all soil vapor samples (maximum concentration of 141 $\mu\text{g}/\text{m}^3$ in RI-SG-07_20251016); and chloroform in four soil vapor samples (maximum concentration of 6.84 $\mu\text{g}/\text{m}^3$ in RI-SG-04_20251016).

Detected concentrations in soil vapor are mapped on Figure 12 in section VI.3 of this application.

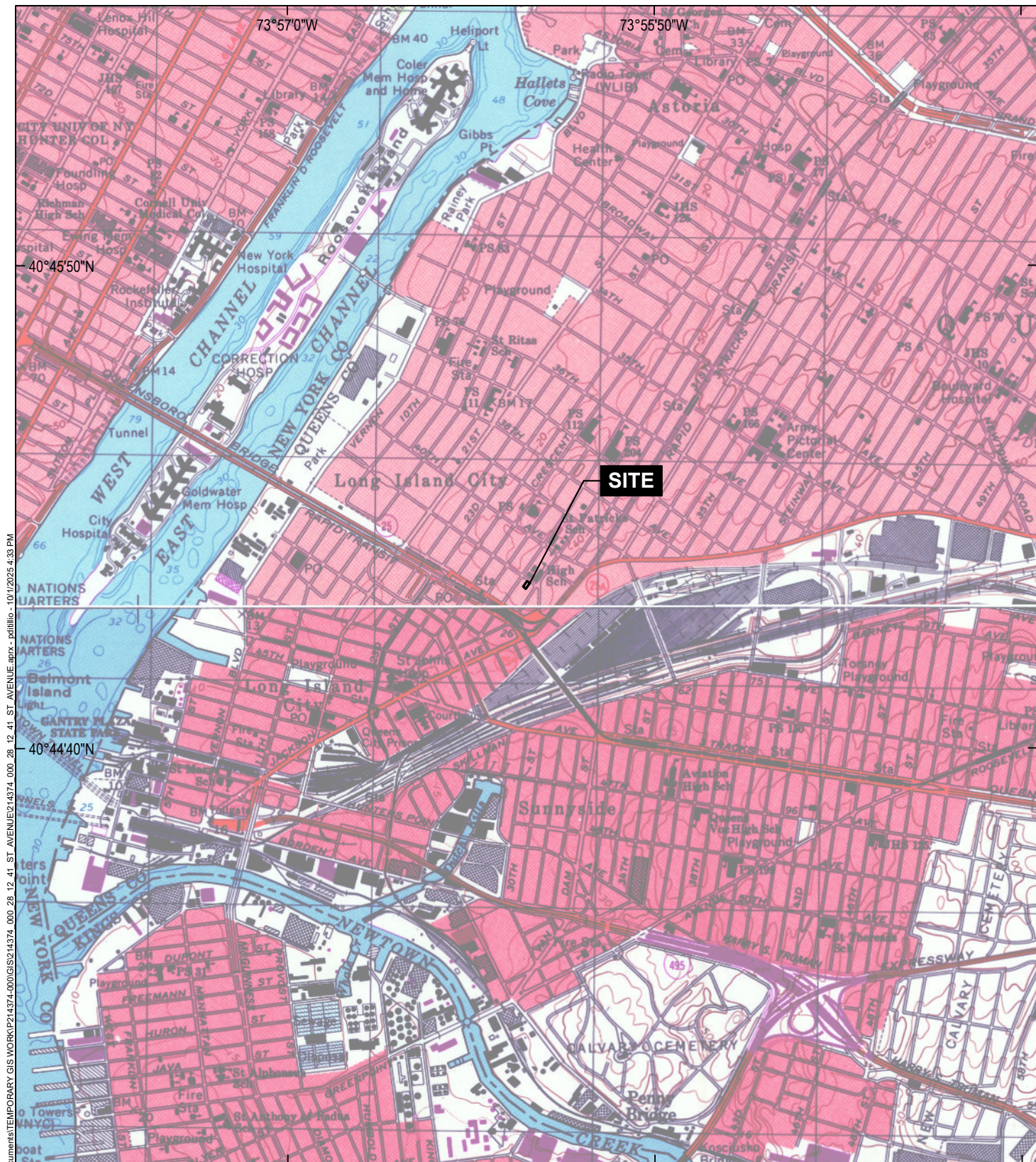
A Conceptual Site Model (CSM) was developed. The CSM provides a framework for the distribution of impacted materials Site-wide and potential migration/exposure pathways.

Conceptual Site Model

Elevated concentrations of metals, SVOCs, pesticides, and PCBs are present throughout the contaminated fill layer, which extends from surface grade down to about 7 ft bgs (based on previous reports) with localized metal exceedances up to 23 ft bgs. These contaminants are characteristic of historical fill material commonly found throughout the New York City area.

CVOC contamination, primarily PCE, in localized soil and shallow soil vapor at the Site may potentially be a result of historical Site uses, specifically, impacts likely originating from dry cleaning, metal works, and auto repair activities. However, deeper soil vapor impacts may be the result of off-Site sources, as an on-Site source in groundwater was not identified.

The elevated concentrations of PAHs and lead in Site groundwater may have been introduced by Site-wide contaminated fill and the use of petroleum products during historical Site operations, including auto repair. PFAS impacts to groundwater observed Site-wide are likely the result of an off-Site source, as PFOS and PFOA were not identified in soils above any GV.



GIS: C:\Users\pdillillo\OneDrive - haleyaldrich.com\Documents\TEMPORARY GIS WORK\IP214374-000\GIS\214374_000_28_12_41_ST AVENUE.aprx - pdillillo - 10/12025 4:33 PM



MAP SOURCE: USGS
SITE COORDINATES: 40°45'04"N, 73°56'14"W

**HALEY
ALDRICH**

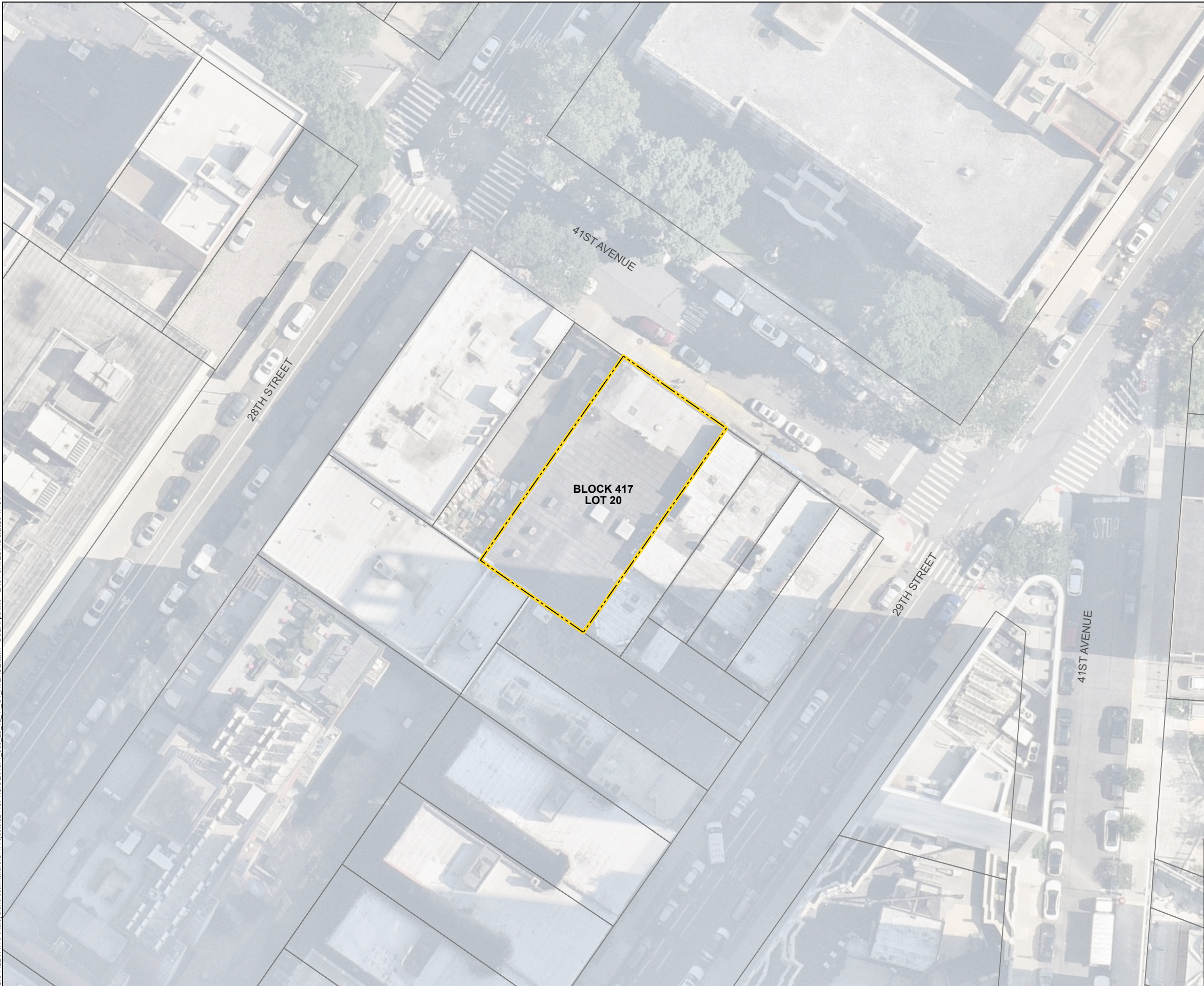
28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

PROJECT LOCUS

APPROXIMATE SCALE: 1 IN = 2000 FT
NOVEMBER 2025

FIGURE 1

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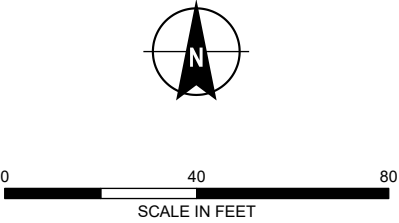


LEGEND

SITE BOUNDARY

PARCEL BOUNDARY

- NOTES**
- 1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 - 2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING, INFORMATION TECHNOLOGY DIVISION
 - 3. AERIAL IMAGERY SOURCE: NEARMAP, JULY 3, 2025



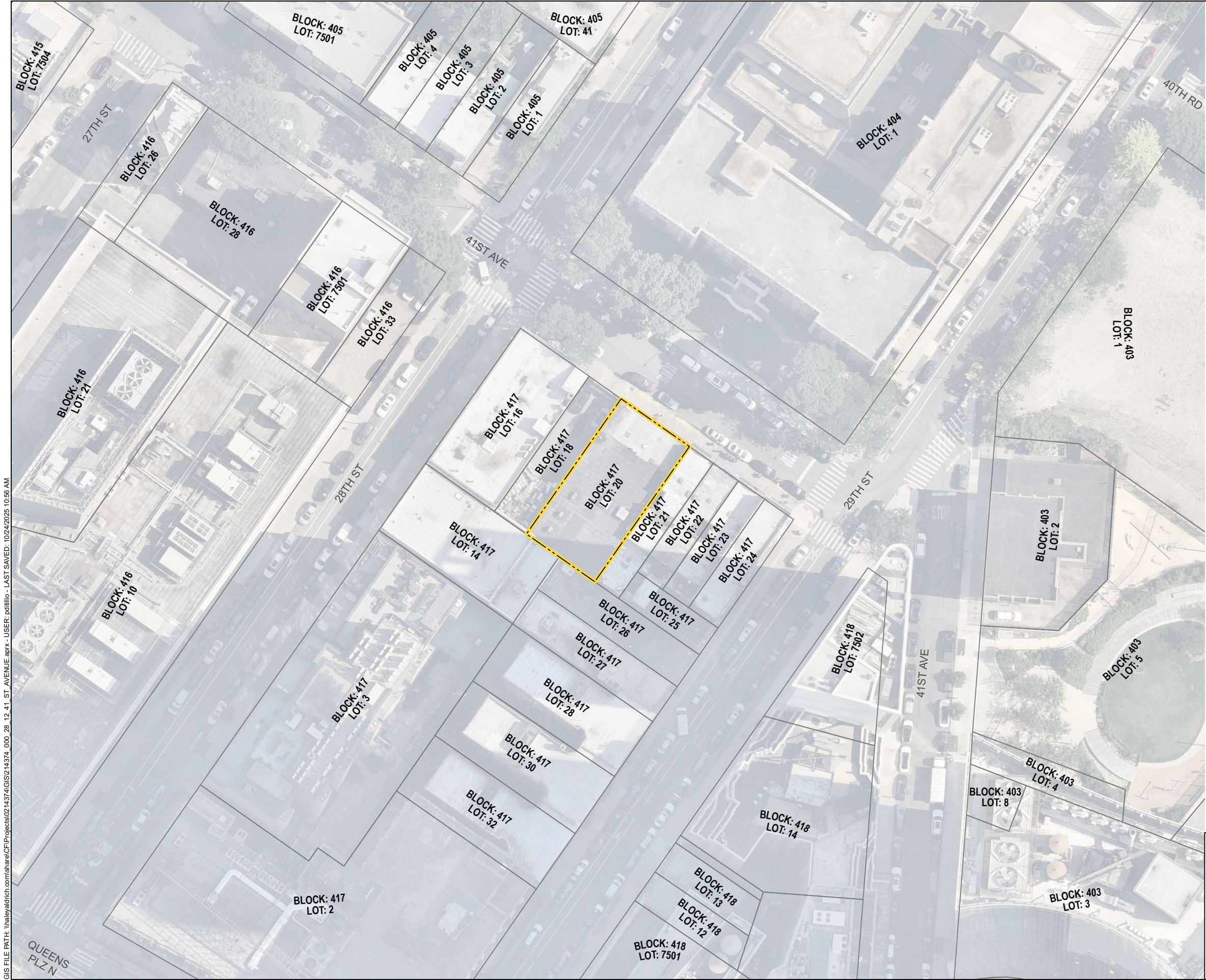
**HALEY
ALDRICH** 28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

SITE PLAN

NOVEMBER 2025

FIGURE 2

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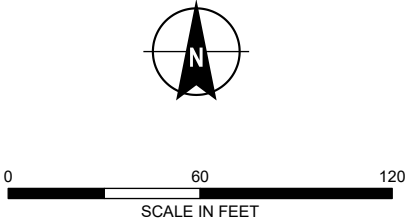


LEGEND

SITE BOUNDARY

PARCEL BOUNDARY

- NOTES**
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING, INFORMATION TECHNOLOGY DIVISION
 3. AERIAL IMAGERY SOURCE: NEARMAP, JULY 3, 2025



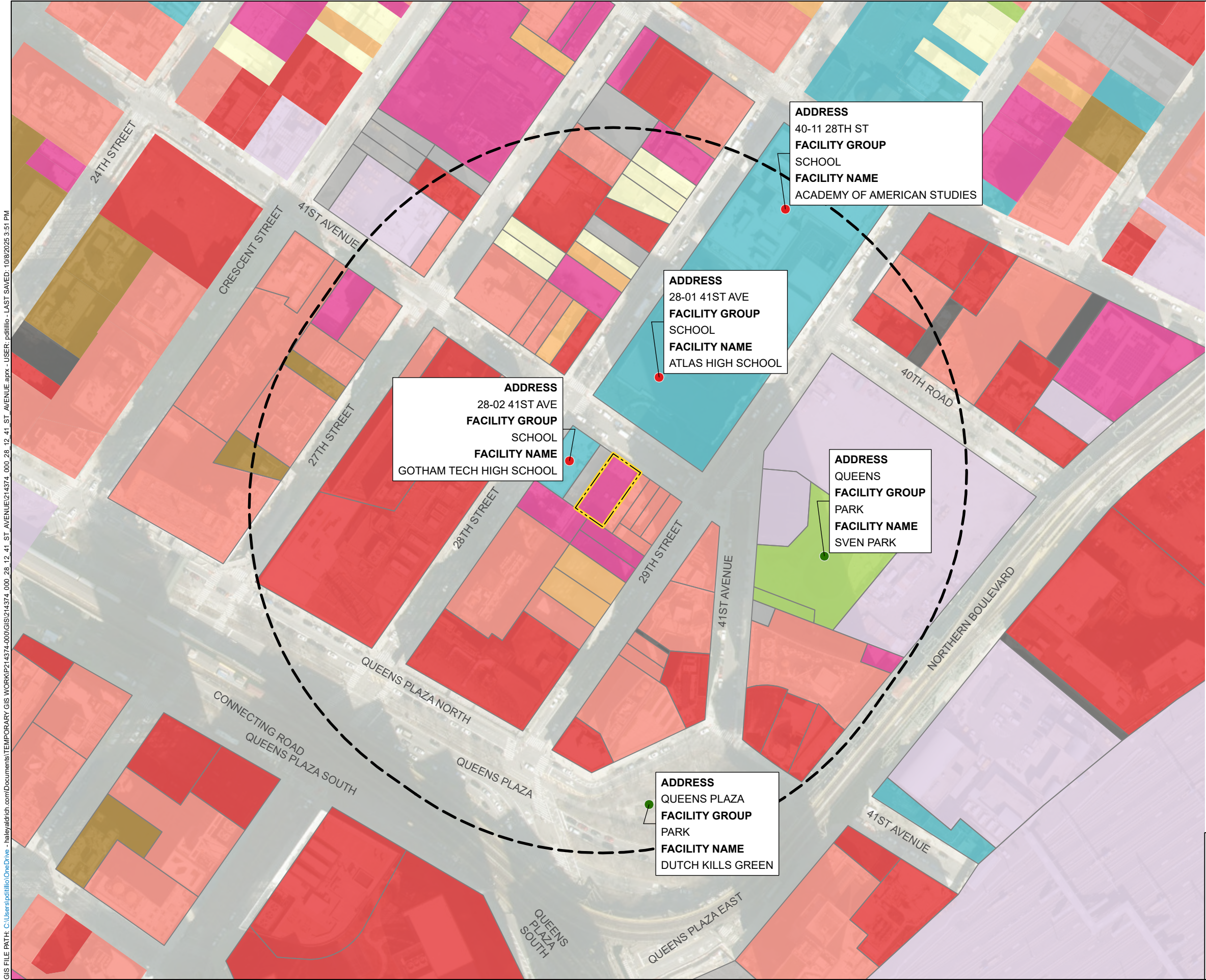
**HALEY
ALDRICH** 28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

TAX LOT MAP

OCTOBER 2025

FIGURE 3

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LEGEND

SENSITIVE RECEPTOR

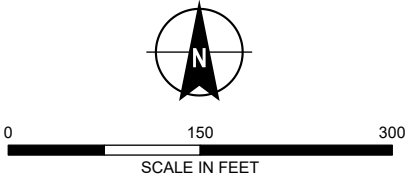
- PARK
- SCHOOL

LAND USE CATEGORY

- ONE AND TWO FAMILY BUILDINGS
- MULTI-FAMILY WALK-UP BUILDINGS
- MULTI-FAMILY ELEVATOR BUILDINGS
- MIXED RESIDENTIAL AND COMMERCIAL BUILDINGS
- COMMERCIAL AND OFFICE BUILDINGS
- INDUSTRIAL AND MANUFACTURING BUILDINGS
- TRANSPORTATION AND UTILITY
- PUBLIC FACILITIES AND INSTITUTIONS
- OPEN SPACE AND OUTDOOR RECREATION
- PARKING FACILITIES
- VACANT LAND
- 500-FT RADIUS
- SITE BOUNDARY
- PARCEL BOUNDARY

NOTES

- ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
- ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING, INFORMATION TECHNOLOGY DIVISION
- SENSITIVE RECEPTOR DATA SOURCES: NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES, NATIONAL CENTER FOR EDUCATION STATISTICS (NCES)
- LAND USE DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING
- AERIAL IMAGERY SOURCE: NEARMAP, JULY 3, 2025



HALEY
ALDRICH

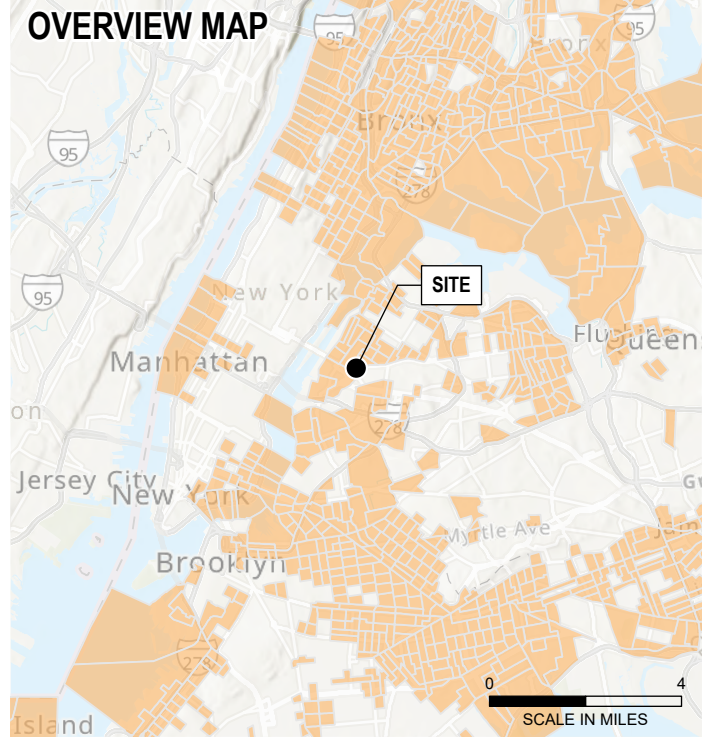
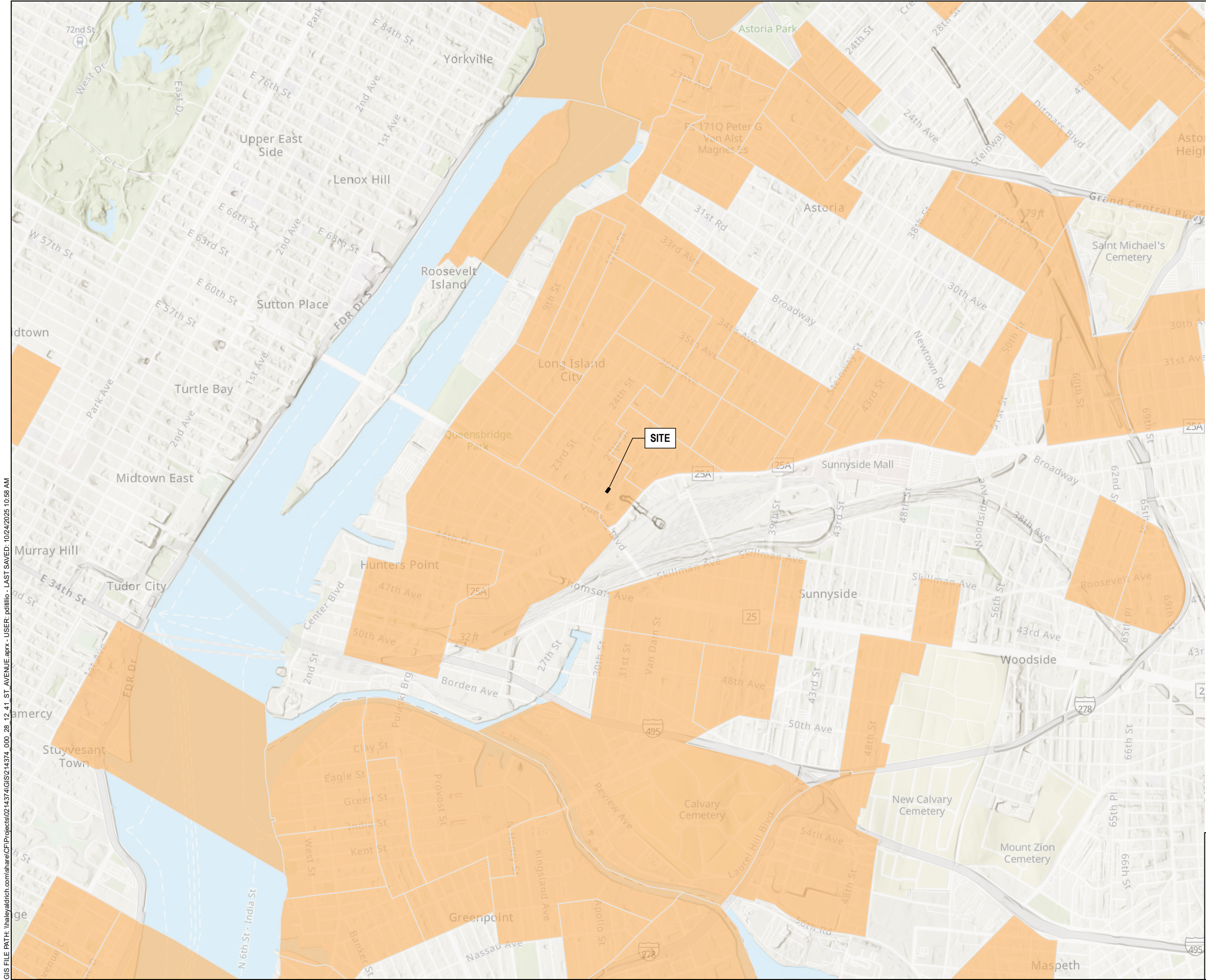
28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

SURROUNDING LAND USE -
SENSITIVE RECEPTOR MAP

OCTOBER 2025

FIGURE 3

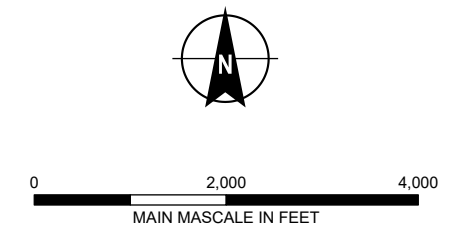
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LEGEND

- SITE BOUNDARY
- DISADVANTAGED COMMUNITY, NEW YORK CITY AREA

- NOTES**
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 2. DISADVANTAGED COMMUNITY DATA SOURCE: NEW YORK STATE, DEPARTMENT OF STATE, 2023
 3. BASE MAP SOURCE: ESRI



HALEY ALDRICH

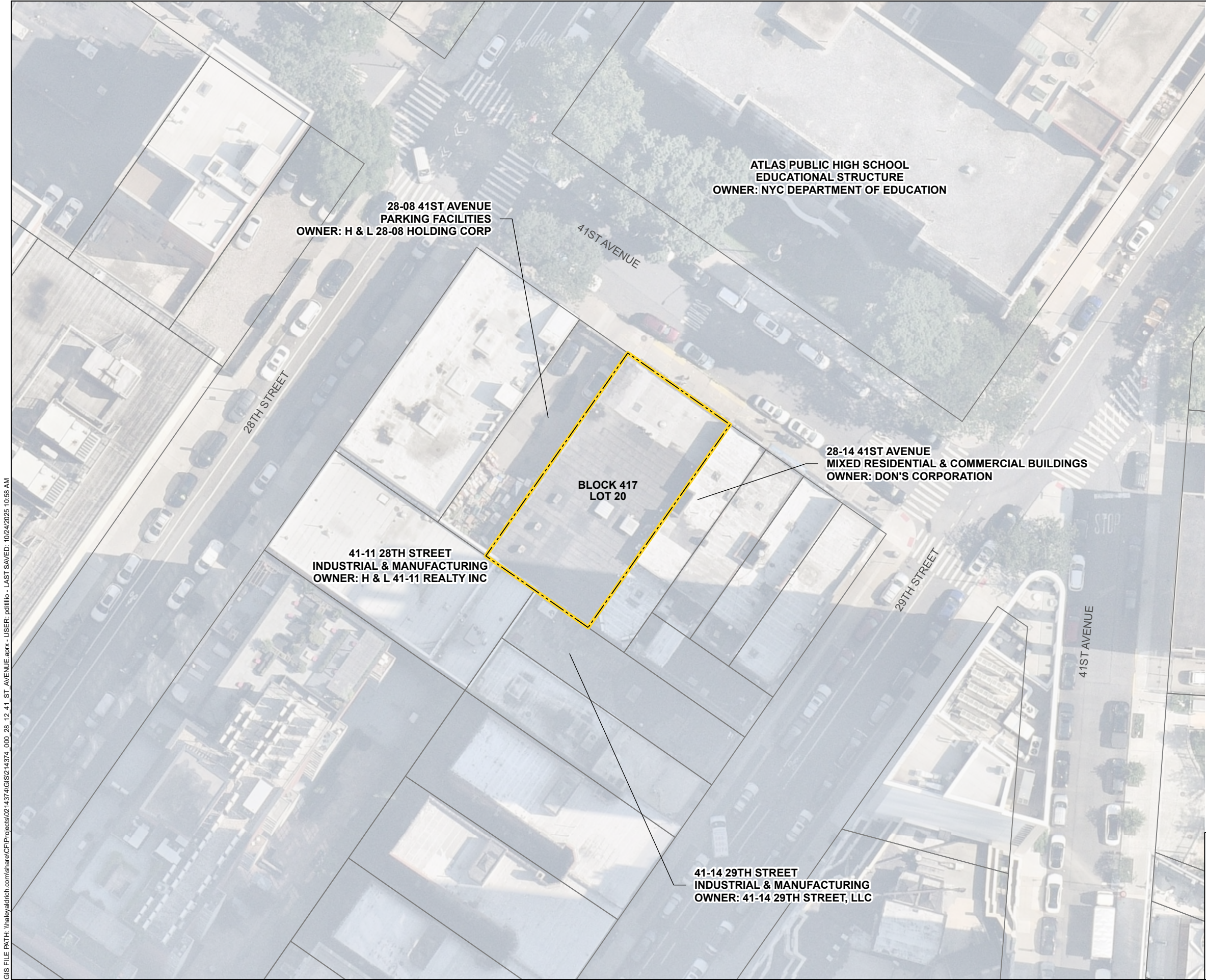
28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

DISADVANTAGED COMMUNITIES



OCTOBER 2025

FIGURE 5

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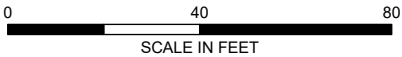


LEGEND

-  SITE BOUNDARY
-  PARCEL BOUNDARY

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING, INFORMATION TECHNOLOGY DIVISION
3. AERIAL IMAGERY SOURCE: NEARMAP, JULY 3, 2025



**HALEY
ALDRICH**

28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

ADJOINING SITE MAP

OCTOBER 2025

FIGURE 6

ATTACHMENT B

Section II: Project Description

SECTION II: PROJECT DESCRIPTION

The purpose of the project is to redevelop a contaminated property in addition to implementing remedial measures to protect human health and the environment. The Site is a rectangular shaped lot that is approximately 5,000 square feet (sq ft) in size. The Site is improved with a vacant one-story, slab-on-grade warehouse with no cellar. The Site was first developed as early as 1898 with two one-story garage buildings. By 1915, the northern half of the Site was occupied by two residential buildings. Between 1936-1950, two shed buildings were added on the southern portion of the Site. Around 1971, the current commercial warehouse was constructed and has been utilized for commercial uses including metal works, dry cleaning, and laundry facility with two oil storage tanks, printing, and auto repair through present day. The property has been occupied by Federal Express Corp in 1976, Perfect Auto Repair in 1991, Anco Transmissions Corp and Redline Auto Repair from 1991 to 2004, CP Trading and locksmith in 2005, Max Cleaners Inc. in 2007, Max JDJ Cleaners in 2008 (registered dry cleaner site), and Walnut Printing and A Roofing in 2014 and 2017. The Site was most recently used for parking and storage. The Site has been assigned an E-designation ([E-104, CEQR 00DCP055Q](#)) for hazardous materials as part of the Long Island City District rezoning.

The Requestor is the current owner and operator of the Site.

The proposed project will include:

1. Removal of any potential on-Site tanks;
2. Demolition of the existing building;
3. Performance of a remedial investigation to characterize the nature and extent of contamination and identify remedial measures;
4. Excavation and off-Site disposal of contaminated soil; and
5. Implementation of remedial measures, as required, in tandem with Site-wide redevelopment.

Proposed Development

Although future development plans are in preliminary design phases, the proposed development will consist of constructing a new ten-story multi-family residential building with 31 residential units. The building will be accessible via 41st Avenue. The new development is anticipated to include a one-cellar level requiring excavation extending to approximately 14 ft below ground surface (ft bgs).

Rationale for BCP Program

The Requestors seek to enter the NYSDEC BCP at the Remediation stage.

Upon review of analytical results from previous reports, discussed in further detail in Section IV, the project is seeking entry into the NYSDEC BCP due to, among other things: soil impacted with SVOCs, pesticides, and metals including lead, groundwater impacted with SVOCs and metals, and soil vapor impacted with VOCs and CVOCs. Contamination at the Site is believed to have resulted from historic manufacturing operations, historic auto service operations and historic dry-cleaning operations.

While the NYCOER RI provided preliminary Site characterization data, it did not fully determine the nature and extent of contamination. A NYSDEC Remedial investigation was conducted by Haley & Aldrich in October 2025 order to further characterize the nature and extent of environmental impacts at the Site and to provide sufficient information to evaluate remedial alternatives. Requestors are, therefore, also submitting for NYSDEC approval a Remedial Investigation Report and RAWP along with this BCP application.

Project Schedule

It is anticipated that, once Requestor is accepted into the BCP and the RIR and RAWP is approved by the Department, the 45-day public comment period will commence. Following acceptance into the program and approval of the RIR and RAWP, the Remediation will commence. A preliminary BCP timeline and project schedule are included as an attachment. Completion of the remedy is anticipated by late 2026 with a Certificate of Completion expected by the end of November 2026. A tentative project schedule is below.

PROJECT SCHEDULE		2025			2026								
Task	Description	October	November	December	January	February	March	April	May	June	July	August	September
1	Design, Remedial Investigation, Permitting												
2	BCP Application												
3	RIR Submittal to NYSDEC/NYSDOH												
4	RAWP Submission to NYSDEC/NYSDOH												
5	NYSDEC RIR/RAWP Review												
6	45-Day Public Comment Period												
7	Private Funding Source Deadline						3/15/2026						
8	Final RAWP Submittal/DD Issuance												
9	Implementation of Remedy												
10	Preparation of FER												
11	NYSDEC/NYSDOH Review of FER												
12	Issuance of COC												
Notes:													
1. Schedule is estimated and subject to change.													
2. Implementation of RAWP does not include completion of building construction													
3. NYSDEC - New York State Department of Environmental Conservation													
4. NYSDOH - New York State Department of Health													
5. BCP - Brownfield Cleanup Program													
6. RAWP - Remedial Action Work Plan													
7. FER - Final Engineering Report													
8. COC - Certificate of Completion													
9. COC issuance estimated for Fall of 2026													

Green and Sustainable Remediation (GSR)

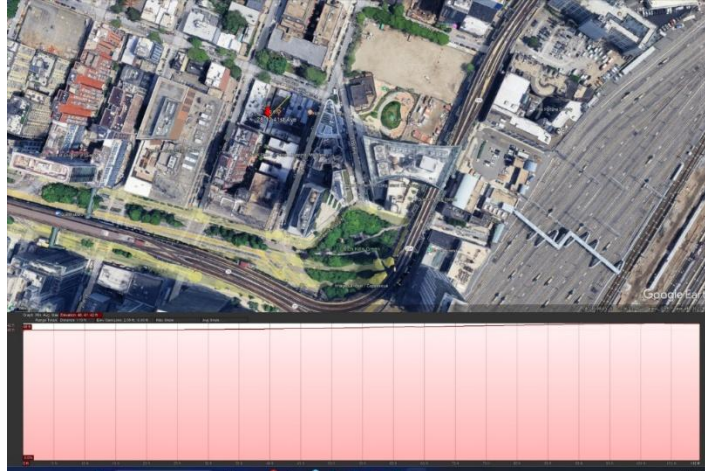
NYSDEC's DER-31 Green Remediation requires that Green Remediation concepts, best practices, and techniques be considered during all stages of the remedial program, including remedial investigation, remedial design/remedial action, and site management, as applicable, with the goal of improving the sustainability of the cleanup and summarizing the net environmental benefit of any implemented green technology. Goals for the project related to green and sustainable remediation metrics will be incorporated into and tracked during each stage of the project, as appropriate. All green and sustainable practices and techniques employed will be discussed in applicable reports associated with each stage of the project, including completion of an environmental footprint analysis using an NYSDEC-accepted tool. A climate change vulnerability assessment will be completed, as necessary, at each stage of the project.

Climate Change Screening

Background Information

- Site Location: 28-12 41st Avenue, Long Island City, New York

- Site Elevation (average above sea level): Approximately 37 feet above sea level (July 2025 NYC OER RI)



- ClimAID Region ([Responding Climate Change in New York State \(ClimAID\) - NYSERDA](#)): Region 4 – New York City and Long Island

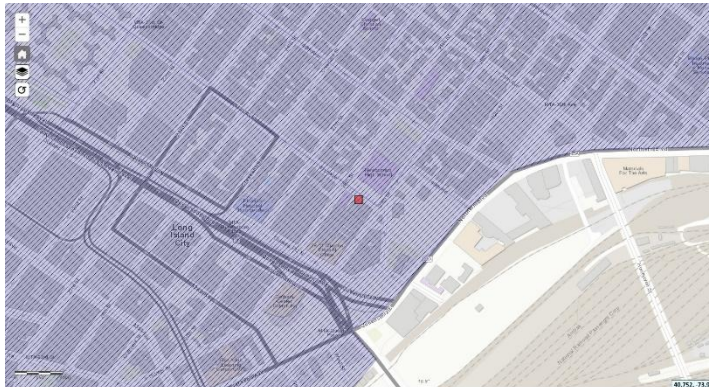


- Remedial Stage/Site Classification: BCP App/Investigation.
- Contamination - Media Impacted/ Contaminants of Concern: VOCs, primarily the CVOC PCE, metals, SVOCs (specifically PAHs), pesticides, and PCBs in soil; SVOCs (PAHs), metals, and PFAS in groundwater; and CVOCs, specifically PCE, in soil vapor.
- Proposed/Current Remedy: Track 2 remedy – the proposed remedy will consist of excavation, stockpiling, off-Site transport, and disposal of contaminated soil/fill material Site-wide that exceeds Restricted Residential Soil Cleanup Objectives (RRSCOs) as defined by 6 NYCRR Part 375-6.8. Site-wide excavation will extend to 6 ft bgs with a hotspot excavation to at least 14 ft bgs centered on RI-SB-07, where metals exceeded RRSCOs to a depth of 14 ft bgs. This remedy will also include an active sub-slab depressurization system (SSDS) to mitigate the potential for soil vapor intrusion into the proposed building. As part of construction, a composite cover system will be constructed.

- What is the predicted timeframe of the remedy? Will components of the remedy still be in place in 10+ years? The predicted timeframe of the proposed remedy is approximately four months. Engineering controls (ECs) that may be in place for 10+ years under the Track 2 remedy include an active SSDS and Site-wide cover system. As part of this remedy, an Environmental Easement (EE), as defined in Article 71 Title 36 of the Environmental Conservation Law, approved by the New York State Department of Environmental Conservation (NYSDEC), will be filed and recorded with the Kings County Office of the City Register. Adherence to ECs for the Site is mandated by the EE (an Institutional Control [IC]) and will be implemented under a Site Management Plan.
- Is the site in proximity to any sensitive receptors? (e.g., wetlands, waterbodies, residential properties, hospitals, schools, drinking water supplies, etc.) There are five sensitive receptors within a 500-ft radius of the Site: Gotham Tech High School (Q417) located at 28-02 41st Avenue, ATLAS High School located at 28-01 41st Avenue, Sven Park located at 29-59 Northern Blvd, Q575 Academy of American Studies located at 40-02 29th Street, and the Dutch Kills Green located Queens Plaza, Queensboro Bridge Greenway, Long Island City, New York 11101.

Is the site in a disadvantaged community (DAC) or potential environmental justice area (PEJA) (Use DECinfoLocator: [DECinfo Locator \(ny.gov\)](https://decinfo.locator.ny.gov/))?

☒ Yes ☐ No



If the site is in a DAC or PEJA, will climate impacts be magnified? If yes, list how and why.

☐ Yes ☒ No

Should thresholds of concern be lowered to account for magnification of impacts? If yes, indicate how lower thresholds will be used in the screening.

☐ Yes ☒ No

Climate Screening Table*

Potential Climate Hazards	Relevant to the Site Location (Y/N/NA) ¹	Projected Change (Resilience Analysis and Planning Tool (RAPT))/arcgis.com ³	Potential to Impact Remedy (Y/N)	Is remedy/site already resilient? (Y/N) ⁴
Precipitation	N	N/A	N/A	N/A
Temperature ² (Extreme Heat or Cold Weather Impacts)	Y	Y (Resilience Analysis and Planning Tool-RAPT)	N	N/A
Sea Level Rise	N	N/A (NOAA Relative Sea Level Trends)	N/A	N/A
Flooding	N	N/A (FEMA FloodMapper)	N/A	N/A
Storm Surge	N	N/A (NWS Storm Surge Hazard Map)	N/A	N/A
Wildfire	N	N/A (NYSDEC Fire Danger Map)	N/A	N/A
Drought	N	N/A (NYSDEC Drought Condition Map)	N/A	N/A
Storm Severity	Y	N/A (Resilience Analysis and Planning Tool-RAPT)	N	N/A
Landslides	N	N/A	N/A	N/A
Other Hazards:	N/A	N/A	N/A	N/A

* Links to potential data sources can be found on the following page

¹ If the first column is N --> The rest of the columns will be N/A, the hazard is not applicable to the site.

² Extreme Heat: periods of three or more days above 90°F- Extreme Cold: Individual days with minimum temperatures at or below 0 degrees F (NYSERDA ClimAID report)

³ List the projected change in specific terms or units e.g. inches of rainfall, feet of sea level rise, etc.

⁴ If final column is Y, provide reasoning, if the final column is N --> Climate Vulnerability Assessment (CVA) required.

Required Next Steps (If no further action is required, provide justification):

Conduct severe weather storm inspections during the active remedy. Inspect dewatering systems prior to anticipated storm events that could result in a power outage, and after storm events.

ATTACHMENT C

Section III: Ecological Concerns

SECTION III: ECOLOGICAL CONCERNS

Fish and Wildlife Resources Impact Analysis

NYSDEC DER-10 requires an on-Site and off-Site Fish and Wildlife Resource Impact Analysis if the stipulated criteria are met. Additionally, the NYSDEC's October 1994 "Fish and Wildlife Impact Analysis for Inactive Hazardous Waste Sites" document indicates that "A complete site description as outlined in Step I is necessary for sites with fish and wildlife resources that may be affected by site-related contaminants. However, if no resources are associated with the site or if there is no potential for contaminant migration to the resources, then only the necessary information to support that conclusion should be provided. The information must, however, be definitive evidence of such conditions."

The Site was developed as early as the late 1800s for residential use until the early 1970s, when a commercial warehouse was constructed and utilized for metal works, dry cleaning, printing, a laundry facility with two storage tanks, and auto repair until the present day. The Site is located in the Long Island City neighborhood of Queens, New York. The Site provides little or no wildlife habitat or food value and/or access to the detected subsurface contamination. No natural waterways are present on or adjacent to the Site. The proposed future use of the Site is residential. As such, no unacceptable ecological risks are expected under the current and future use scenarios.

ATTACHMENT D

Section IV: Land Use Factors

SECTION IV: LAND USE FACTORS

Zoning

According to the New York City Planning Commission Zoning Map 9b, the Site is located within an M1-5/R7-3 manufacturing and residential zoning district. The Site has been assigned an E-designation ([E-104, CEQR 00DCP055Q](#)) for hazardous materials as part of the Long Island City District rezoning. The intended post development use as a new ten-story residential building is consistent with the applicable zoning of the surrounding area.

Current Use

The approximately 5,000 square-foot (0.115 acre) Site is currently vacant; the Site was vacated in October 2025. The Site, currently at grade with the surrounding area, is capped with concrete.

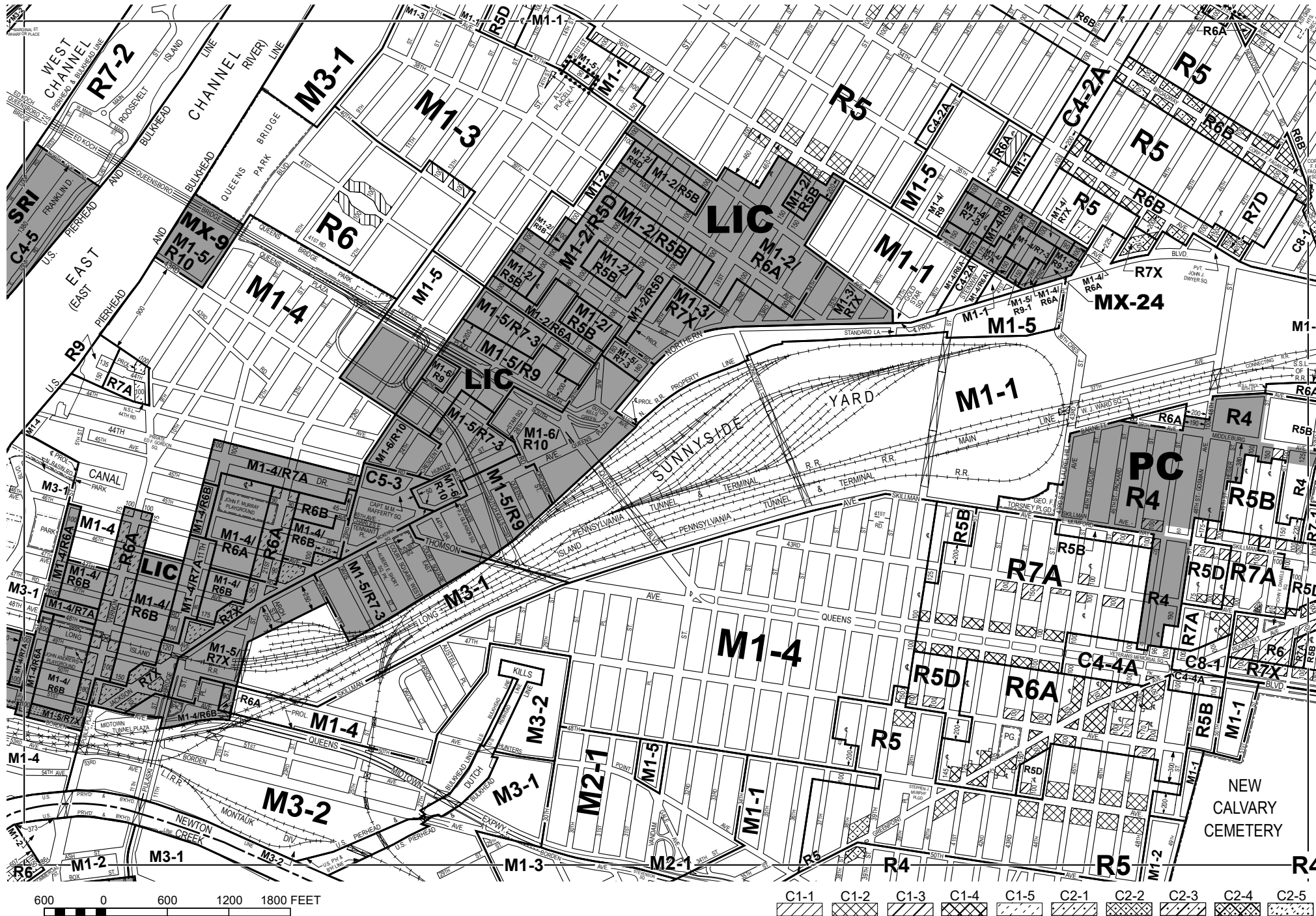
Intended Use Post-Remediation

Although future development plans are in preliminary design phases, the proposed development will consist of constructing a new ten-story multi-family residential building with 31 residential units. The new development is anticipated to include a one-cellar level encompassing approximately 65% of the Site footprint.

Compliance with Applicable Zoning Laws, Recent Development and Community Master Plans

According to the New York City Planning Commission Zoning Map 9b, the Site is located within an M1-5/R7-3 manufacturing and residential zoning district. The proposed development of this property is consistent with the current zoning. The applicable zoning map is included as an attachment. The Site is located in a Disadvantaged Community.

According to the May 2001 Final Environmental Impact Statement for the Long Island City Rezoning, the Site meets the following criteria for residential development: the Site is at least 50 percent underbuilt relative to permitted proposed density, is not in a noticeably adverse location for residential development (e.g., does not immediately abut the elevated subway lines on Queens Boulevard or the elevated Queensboro Bridge access roads that cut through the rezoning area south of Queens Plaza), and, based on a review of existing land use, have not been recently improved.



THE NEW YORK CITY PLANNING COMMISSION

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

M - MANUFACTURING DISTRICT

AREA(S) REZONED

03-19-2024 C 230306 ZMQ

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

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

8c	9a	9c
8d	9b	9d
12c	13a	13c

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

ZONING MAP 9b

ATTACHMENT E

Section V: Current and Historical Property Owner/Operator Information

SECTION V: CURRENT AND HISTORICAL PROPERTY OWNER/OPERATOR INFORMATION

Current Owner and Operator

The current owner is 28 12 41ST AVE LLC. The 0.115 acre Site is currently vacant and does not include a cellar.

Previous Owners and Operators

A list of current and previous Site owners is provided in the below table.

Date	Document Type	First Party	First Party Address	Second Party	Relationship of First Party to Applicant	First Party Contact Information		
						Name	Address	Phone/Email
10/02/2025	Deed	Realty 41 LLC	16 Middle Neck Rd., Suite 305, Great Neck, NY 11021	28 12 41STAVE LLC	None	L Lily Guo	28-07 Jackson Ave, 8 th Floor, Long Island City, NY 11101	212-889-5333 / NA
6/29/2021	Deed	Hope Enterprise Inc of New York	25 Deepdale Drive, Great Neck, NY 11021	Realty 41 LLC	None	Allyson Shepherd	25 Deepdale Drive, Great Neck, NY 11021	NA
11/3/1978	Deed	Rubels Mansions, Inc	Not Available	Hope Enterprise Inc	None	Frances Rubel Kuzui	1 University Place, New York, NY	NA
11/3/1978	Deed	Herman, Frances Rubel	Not Available	Rubels Mansions, Inc	None	Frances Rubel Herman	Box 72, Chester, NY	NA
8/10/1978	Deed	Rubel, George	Not Available	Herman, Frances	None	George Rubel	245 East 19 th Street, New York, NY	NA
7/14/1978	Deed	Rubel, George	Not Available	Rubel, Frances C H	None	George Rubel	245 East 19 th Street, New York, NY	NA
2/25/1970	Deed	Dewes Gumbs Die Co. Inc	Not Available	Rubel, George	None	George Rubel	245 East 19 th Street, New York, NY	NA
7/30/1969	Deed	Kovarik, Harold G	Not Available	Dewes Gumbs Die Co. Inc	None	Harold G Kovarik	4 Sheep Pasture Lane, Huntington, NY	NA

Reference: New York City Department of Finance Automated City Register Information System (ACRIS) website: <https://a836-acris.nyc.gov/DS/DocumentSearch/BBL>. All available and ascertainable current and former names, addresses, and telephone numbers of the previous property owners are included. Previous owner information prior to 1969 is not available.

Current and previous Site operators are provided in the table below.

Name	Relationship to Property	Address and Phone Number	Relationship to Applicant
Walnut Printing and A Roofing	Operator (2014 and 2017)	2812 41 ST AVE	None
Max JDI Cleaners/Max Cleaners Inc	Operator (2007-2008)	2812 41 ST AVE	None
C P Trading and Locksmith	Operator (2005)	2812 41 ST AVE	None
Luis River	Operator (2000)	2812 41 ST AVE	None
Anco Transmissions Corp and Redline Auto Repair	Operator (1991-2004)	2812 41 ST AVE	None
Perfect Auto Repair	Operator (1991)	2812 41 ST AVE	None
Federal Express Corp	Operator (1976)	2812 41 ST AVE	None
Ralph Bodo	Operator (1967-1970)	2812 41 ST AVE	None

Jennifer Marshall	Operator (1962)	2812 41 ST AVE	None
Frost Jasper	Operator (1934-1945)	2812 41 ST AVE	None
Harold Kovarick/Othella Kovarick	Operator (1934-1945)	2812 41 ST AVE	None

Reference: The EDR City Directory Abstract (inquiry number 6422752.5) included in the Phase I ESA completed by PWGC in March 2021. New York City Department of Finance Automated City Register Information System (ACRIS) website: <https://a836-acris.nyc.gov/DS/DocumentSearch/BBL>. Current and former names, addresses, and telephone numbers of the previous property operators are not available. Previous operator information prior to 1934 is not available.

ATTACHMENT F

Section VI: Property's Environmental History

SECTION VI.1: REPORTS

The following reports were prepared for the Site prior to the Requestors' application:

- April 2021 Phase I Environmental Site Assessment, prepared by P.W. Grosser Consulting, Inc. (PWGC) (*Appendix A, July 2025 Remedial Investigation Report*)
- May 2021 Phase II Environmental Site Assessment, prepared by PWGC (*Appendix A, July 2025 Remedial Investigation Report*)
- July 2025 Remedial Investigation Report, prepared by GEI Consultants, Inc., P.C. (GEI)
- November 2025 Remedial Investigation Report, prepared by Haley & Aldrich of New York

April 2021 Phase I Environmental Site Assessment Prepared by PWGC

PWGC completed a Phase I on behalf of iCross Capital for the Site. The Phase I ESA indicated that the Site was first improved with a residential building prior to 1891 and used for residential purposes through 1970. In approximately 1971, the present-day commercial warehouse was constructed and the Site has been utilized for commercial uses including metal works, dry cleaning, printing, and auto repair through present day.

The Phase I ESA identified the following Recognized Environmental Conditions (RECs):

- According to provided historical documents and reasonably ascertainable information, the site has historically been used for metal works, dry cleaning, and auto repair. Such activities commonly use petroleum products and chlorinated solvents as part of their routine operations. Improper storage and handling of such materials can potentially impact the subsurface. PWGC identified the Site's history for metal works, dry cleaning, and auto repair as a REC.
- During the Site reconnaissance, PWGC identified a metal rimmed object approximately 3 inches in diameter in the sidewalk adjacent to the northwest corner of the building indicate of a possible former port for a UST. PWGC did not identify an AST or UST within the property and the Site is currently connected to natural gas; however, this metal rimmed object can potentially be associated with a UST under the sidewalk which was used for storing heating oil prior to the Site's conversion to natural gas heat. Improperly abandoned USTs are prone to corrosion and leaks which can go unchecked and impact the subsurface. PWGC identified the potential presence of a UST beneath the sidewalk in front of the building as a REC.
- The subject property is listed as an E-Designation site (E-104) for Hazardous Materials with Phase I and Phase II testing protocol required. Based on this potential PWGC believes that this represents a REC for the subject property.

The Phase I ESA identified the following environmental concerns:

- Possible presence of ACM and/or lead-based paint within the structure with recommendation to complete and asbestos and/or lead based [paint survey prior to demolition or renovation of the building.
- Potential presence of historic fill beneath the Site which would require special handling and disposal during construction.

The Phase I ESA recommended that a geophysical survey be completed, focusing on the potential UST area and a subsurface investigation with soil, groundwater, and soil vapor sampling be completed.

May 2021 Phase II Environmental Site Assessment Prepared by PWGC

PWGC completed a Phase II ESA on behalf of iCross Capital to investigate soil, groundwater, and sub-slab soil vapor quality beneath the Site. The investigation was performed on April 21, 2021 and included a geophysical investigation using ground-penetrating radar (GPR) to determine the absence or presence of a UST along the northern portion of the Site underneath the sidewalk and other subsurface objects; the installation of four soil borings to 25 ft bgs (SB001 through SB004) and collection of four shallow soil samples between 0 to 2, 3 to 5, and 5 to 7 ft bgs; the advancement of discreet groundwater sampling screens to 25 ft bgs and collection of two groundwater samples (GW001 and GW002); and, the installation of two temporary sub-slab soil vapor probes immediately below concrete cover and collection of two soil vapor samples (SV001 and SV002).

Soils observed generally consisted of fill material comprised of brown, medium to coarse sands with gravel and pieces of concrete to a depth of approximately 7 ft bgs. From 7 to 15 ft bgs, soils consisted of light brown medium sand with trace fine sand, and from 15 to 25 ft bgs soils consisted of brown fine sand with some silt. Minor staining with black coloration was observed at the SB002 and SB004 boring locations at 3 to 5 and 5 to 7 ft bgs, however, no odors or PID readings were documented. Groundwater was observed at approximately 22 ft bgs.

Four soil samples were collected during the Phase II ESA. Soil analytical results identified SVOCs and metals at concentrations above Restricted Residential SCOs, which is indicative of historical fill. No VOCs were detected at concentrations greater than UUSCOs, however, PCE was detected at a concentration below its UUSCO.

Two groundwater samples were collected as part of the Phase II ESA. VOCs were not detected above AWQS, but it should be noted that PCE was detected at concentrations below its AWQS. Several SVOCs and several total metals were detected above AWQS in each sample. Iron was the only dissolved metal detected above AWQS.

Two temporary sub-slab soil vapor probes were installed during the Phase II ESA. Sub-slab soil vapor results indicated elevated levels of PCE (maximum of 1,390 µg/m³). No other elevated VOCs were identified.

The Phase II ESA concluded that:

- The geophysical investigation did not identify a UST at the Site.
- Historic fill impacted with SVOCs and metals at concentrations exceeding RRSCOs was observed up to 7 ft bgs.
- Soil vapor impacted with PCE may be associated with an on site source of contamination and potentially associated with the Site's historical uses.

Prior to and as part of any future redevelopment, PWGC recommended that disposal of historic fill be handled in accordance with local, State, and Federal rules and regulations, that an additional subsurface

investigation be completed to further investigate the presence of PCE in soil vapor ($1,390 \mu\text{g}/\text{m}^3$), and that a soil vapor mitigation system such as a vapor barrier or sub-slab depressurization system (SSDS) be installed during redevelopment.

July 2025 Remedial Investigation Report Prepared by GEI

GEI completed a New York City Office of Environmental Remediation (NYC OER) Remedial Investigation on behalf of 28 12 41ST AVE LLC to establish remedial action objectives, evaluate remedial action alternatives, and select a remedy that included further investigation of soil, groundwater, sub-slab, and soil vapor quality beneath the Site. The investigation was performed on June 5 and 6, 2025 and included a Site inspection to identify Areas of Concern (AOCs) and physical obstructions; the installation of five soil borings to 25 ft bgs and collection of twelve soil samples; the installation of three temporary groundwater monitoring wells to establish groundwater flow and collection of three groundwater samples; and, the installation of five soil vapor probes and collection of five soil vapor samples and one indoor ambient air sample.

The NYC OER RI provided the following environmental findings:

1. Elevation of the property is 31 feet above mean sea level (amsl).
2. Depth to groundwater ranges from approximately 24.89 ft bgs. to 25.78 ft bgs at the Site.
3. Groundwater flow is generally from northeast to southwest beneath the Site.
4. Depth to bedrock is greater than 30 feet bgs at the Site.
5. The stratigraphy of the site, from the surface down, consists of up to 2 feet of fill material. This fill layer, where identified, was underlain by predominantly medium-grained sand, with a silt layer identified around the groundwater interface. In borings where fill material was identified, the fill consisted of predominantly sand and silt with varying amounts of brick, wood, asphalt, and concrete fragments.

Soil/fill samples collected during the RI showed:

- No VOCs or PCBs were detected above UUSCOs in the soil borings.
- The SVOC benzo(b)fluoranthene was detected at 1.4 mg/Kg in the soil boring SB-4 at a depth of 5 to 7 ft bgs. Additionally, the SVOC indeno(1,2,3-cd)pyrene was detected at 0.68 mg/Kg in this same boring at depth. Both detections exceed UUSCOs and PGWSCOs but are below RRUSCOs. No other SVOCs were detected above RRUSCOs or PGWSCOs.
- The pesticide 4,4'-DDT was detected at 0.0071 mg/Kg, above its UUSCO of 0.0033 mg/Kg, in the soil sample collected from boring SB-4 at a depth of 5 to 7 ft bgs. This detection is below the RRUSCO and PGWSCO for 4,4'-DDT. No other pesticides were detected above UUSCOs during the RI.
- Lead was detected at 67.1 mg/Kg in soil boring SB-3 at a depth of 5 to 7 ft bgs. Additionally, lead was detected at 85 mg/Kg in soil boring SB-4 at a depth of 5 to 7 ft bgs. Both detections exceed UUSCOs but are below RRUSCOs and PGWSCOs. No other metals were detected above UUSCOs during the RI.
- Emerging contaminants perfluoroalkyl and polyfluoroalkyl substances (PFAS) compounds were analyzed for in the soil collected from boring SB-3 at a depth of 5 to 7 feet. PFAS were not detected above laboratory detection limits. No historical on or off-Site sources were identified for PFAS.

Groundwater samples collected during the RI showed:

- No VOCs, pesticides, or PCBs were detected above their respective GQS.
- The SVOC benzo(a)pyrene was identified at 0.59 µg/L in the groundwater sample collected from monitoring well TW-3. No other SVOCs were detected above their respective GQS.
- The total metals arsenic (max of 133 µg/L in TW-2), barium (maximum of 4,410 µg/L in TW-2), cadmium (maximum of 9.1 µg/L in TW-2), chromium (maximum of 1,090 µg/L in TW-2), copper (maximum of 1,970 µg/L in TW-2), iron (maximum of 986,000 µg/L in TW-2), lead (maximum of 1,740 µg/L in TW-2), magnesium (maximum 586,000 µg/L in TW-2) and nickel (maximum of 1,300 µg/L in TW-2), sodium (maximum of 51,900 µg/L in TW-1) and mercury (0.93 µg/L in TW-2 only) were detected above their respective GQS. Sodium was the sole dissolved metal detected above GQS (51,800 µg/L in TW-1).
- The emerging contaminant 1,4-dioxane was analyzed using Selective Ion Monitoring (SIM) and was not detected in any groundwater samples.
- The emerging contaminants Per- and Polyfluoroalkyl Substances (PFAS) were analyzed in groundwater samples from all three monitoring wells. The NYSDEC issued its most recent guidance for PFAS in April 2023 which adopted the Ambient Water Quality Values (AWQS) of 6.7 ng/L for PFOA and 2.7 ng/L for PFOS. PFOA was detected above the AWQS (maximum of 33.5 ng/L in TW-2) in all three monitoring wells. PFOS was detected above the AWQS in two of the three monitoring wells (maximum of 28.2 ng/L in TW-2). No on-site sources were identified for PFAS.

Soil Vapor and Indoor Air samples collected during the RI showed:

- All the petroleum related VOCs included in the NYSDOH matrix guidance compounds were detected in soil vapor. Benzene was detected at concentrations ranging from 0.45 µg/m³ in SV 2 to 13.7 µg/m³ in SV-3), ethylbenzene was detected at concentrations ranging from 2.08 µg/m³ in SV-1 to 64.2 µg/m³ in SV-4, naphthalene was detected at concentrations ranging from 0.63 µg/m³ in SV-1 to 65.8 µg/m³ in SV-4, cyclohexane was detected at concentrations ranging from 0.25 µg/m³ in SV-2 to 4.34 µg/m³ in SV-3, 2,2,4-trimethylpentane was detected at 7.84 µg/m³ in SV-3, only, 1,2,4-trimethylbenzene was detected at concentrations ranging from 2.87 µg/m³ in SV-1 to 8.71 µg/m³ in SV-5, 1,3,5-trimethylbenzene was detected at concentrations ranging from 0.63 µg/m³ in SV-1 to 2.02 µg/m³ in SV-3, o-xylene was detected at concentrations ranging from 3.78 µg/m³ in SV-2 to 95.1 µg/m³ in SV-4, total xylene was detected at concentrations ranging from 12.9 µg/m³ in SV-2, to 386 µg/m³ in SV-4, n-heptane was detected at concentrations ranging from 1.48 µg/m³ in SV-1 to 13.7 µg/m³ in SV-3), n-hexane was detected at concentrations ranging from 0.84 µg/m³ in SV-5 to 17.6 µg/m³ in SV-3 and toluene was detected at concentrations ranging from 3.04 µg/m³ in SV-2 to 16.4 µg/m³ in SV-3.
- All of the petroleum-related VOCs included in the NYSDOH matrix guidance were also detected in indoor air. The NYSDOH decision matrices were utilized to compare the sub-slab soil vapor samples with the indoor air sample. According to the NYDOH matrices, when comparing to soil vapor detections, no further action is recommended for benzene, cyclohexane, naphthalene, 2,2,4-trimethylpentane, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, n-hexane, n-heptane, toluene. Monitoring is recommended for ethyl benzene, o-xylene, and m,p-xylene.
- CVOCs included in the NYSDOH matrix guidance detected in soil vapor include trichloroethylene (TCE) ranging from 0.25 µg/m³ in SV-2 to 95.7 µg/m³ in SV-4, carbon tetrachloride ranging from

0.26 µg/m³ in SV-1 to 0.50 µg/m³ in SV-3, tetrachloroethene (PCE) ranging from 171 µg/m³ in SV-3 to 11,500 µg/m³ in SV-4, 1,1,1-trichloroethane ranging from 0.65 µg/m³ in SV-3 to 77.1 µg/m³ in SV-5, and methylene chloride at 2.59 µg/m³ in SV-3 only, no other CVOCs included in the NYSDOH matrix guidance were detected.

- CVOCs included in the NYSDOH matrix guidance detected in indoor air include TCE, carbon tetrachloride, and PCE. The NYSDOH decision matrices were utilized to compare the sub-slab soil vapor samples with the indoor air sample. According to the NYSDOH matrices, mitigation is recommended for TCE, and PCE. No further action is recommended for carbon tetrachloride.

The NYC OER RI concluded that, based on the evaluation of the data and information from the RIR, disposal of significant amounts of hazardous waste is not suspected at the Site and that there are no known impediments to remedial action at the Site.

November 2025 Remedial Investigation Report Prepared by Haley & Aldrich of New York

Haley & Aldrich of New York completed a NYSDEC BCP Remedial Investigation on behalf of 28 12 41ST AVE LLC to establish remedial action objectives, evaluate remedial action alternatives, and select a remedy for the Site. The investigation was performed between October 14 and 31, 2025 and included a Ground Penetrating Radar (GPR) survey; the installation of nine soil borings to a maximum depth of 30 ft bgs and collection of twenty seven soil samples with Quality Assurance/Quality Control (QA/QC) samples; the installation of five permanent groundwater monitoring wells to establish groundwater flow and collection of five groundwater samples with QA/QC samples; and, the installation of seven soil vapor probes and collection of seven soil vapor samples.

The BCP RI provided the following environmental findings:

6. Elevation of the property is 37 feet above mean sea level (amsl), based on RI survey data.
7. Depth to groundwater ranges from approximately 25.52 ft bgs. to 25.76 ft bgs at the Site.
8. Groundwater flow is generally from northwest to southeast beneath the Site, referenced to a monitoring well top of casing survey.
9. Depth to bedrock is greater than 105 feet bgs at the Site.
10. The stratigraphy of the site, from the surface down, consists urban fill consisting of brown to dark brown to black fine to medium sand with varying amounts of silt, fine gravel, brick, concrete, and asphalt observed from surface grade to approximately 5 ft bgs. The urban fill layer was underlain by a potential native layer consisting of brown fine to medium sand with varying amounts of clay, silt, and fine to coarse gravel.

Soil/fill samples collected during the BCP RI showed:

- One VOC, PCE, was detected above its UUSCO in two shallow soil samples collected between 0 to 2 ft bgs at a maximum concentration of 5.5 mg/kg in RI-SB-05_0-2.
- Up to seven SVOCs, specifically polycyclic aromatic hydrocarbons (PAHs), were detected at concentrations above both UUSCOs and RRSCOs in six shallow soil samples between 0 to 2 ft bgs. Maximum concentrations of SVOCs were all detected in one soil sample, RI-SB-03_0-2. SVOCs detected above applicable criteria include: benzo(a)anthracene (24 mg/kg), benzo(a)pyrene (26 mg/kg), benzo(b)fluoranthene (30 mg/kg), benzo(k)fluoranthene (8.8 mg/kg), chrysene (23 mg/kg), dibenzo(a,h)anthracene (3.8 mg/kg), and indeno(1,2,3-cd)pyrene (10 mg/kg).

- Up to four pesticides were detected at concentrations exceeding their UUSCOs in six shallow soil samples collected between 0 to 2 ft bgs. Maximum concentrations of SVOCs were all detected in one soil sample, RI-SB-08_0-2. SVOCs detected above applicable criteria include: 4,4'-DDD (0.03 mg/kg), 4,4'-DDE (0.0195 mg/kg), 4,4'-DDT (0.0469 mg/kg), and dieldrin (0.0173 mg/kg).
- Up to six metals were detected above UUSCOs and RRSCOs in 11 soil samples analyzed, specifically: arsenic (maximum concentration of 25.7 mg/kg in RI-SB-07_0-2; barium (maximum concentration of 537 mg/kg in RI-SB-05_0-2; copper (maximum concentration of 204 mg/kg in RI-SB-07_0-2; lead (maximum concentration of 1,210 mg/kg in RI-SB-05_0-2; mercury (maximum concentration of 2.87 mg/kg in RI-SB-07_12-14; selenium (maximum concentration of 4.26 mg/kg in RI-SB-07_0-2; and, zinc (maximum concentration of 850 mg/kg in RI-SB-09_0-2. Metals were compared to PGWSCOs for compounds detected in groundwater samples. Lead (maximum concentration of 1,210 mg/kg in RI-SB-05_0-2 was detected above AWQS in groundwater samples from October 2025 groundwater sampling event and was found to exceed the PGWSCOs.
- Total PCBs in RI-SB-08_0-2 were detected above the UUSCO at a concentration of 0.242 mg/kg.
- Emerging contaminants PFAS compounds and 1,4-dioxane were not detected above laboratory detection limits.

Groundwater samples collected during the BCP RI showed:

- No VOCs, pesticides, or PCBs were detected above their respective AWQS.
- One SVOC, benzo(a)anthracene, was detected above AWQS in four groundwater samples analyzed, including the duplicate (maximum concentration of 0.09 µg/L in RI-MW-05_20251022). Three additional SVOCs exceeded AWQS in RI-MW-05_20251022, including: benzo(b)fluoranthene (concentration of 0.07 µg/L); chrysene (concentration of 0.05 µg/L); and indeno(1,2,3-cd)pyrene (concentration of 0.04 µg/L).
- Up to three metals were detected above AWQS in six groundwater samples, including the duplicate, as follows: total iron (maximum concentration of 21,200 µg/L in RI-MW-02_20251022), total lead (concentration of 102.6 µg/L in RI-MW-05_20251022), total magnesium (maximum concentration of 48,300 µg/L in RI-MW-01_20251023), total manganese (maximum concentration of 1,109 µg/L in MW-02), and total sodium (maximum concentration of 29,000 µg/L in RI-MW-05_20251022).
- Two dissolved metals were detected above the AWQS in groundwater sample RI-MW-01_20251023: dissolved magnesium (concentration of 44,800 µg/L) and dissolved sodium (concentration of 28,200 µg/L).
- Concentrations of the emerging contaminants PFOA and PFOS were compared to the NYSDEC GVs of 6.7 ng/L for PFOA and 2.7 ng/L for PFOS. PFOA was detected in four groundwater samples, including the duplicate, above the NYSDEC GVs (maximum concentration of 9.52 ng/L in RI-MW-04_20251022). PFOS was detected in RI-MW-04_20251022 and its duplicate above the NYSDEC GVs (maximum concentration of 16.4 ng/L in RI-MW-04_20251022).
- The emerging contaminant 1,4-dioxane was compared to the NYSDEC GV of 0.35 µg/L; however, 1,4-dioxane was not detected above laboratory detection limits in the groundwater samples analyzed.

Soil Vapor and Indoor Air samples collected during the BCP RI showed:

- Total VOC concentrations in soil vapor samples ranged from 242.26 $\mu\text{g}/\text{m}^3$ in sample RI-SG-02_20251016 to 3,154.9 $\mu\text{g}/\text{m}^3$ in sample RI-SG-06_20251016. Total benzene, toluene, ethylbenzene, and xylenes (BTEX) concentrations ranged from non-detect in sample RI-SG-06_20251016 to 14.45 $\mu\text{g}/\text{m}^3$ in sample RI-SG-05_20251016. Total CVOC concentrations in soil vapor samples ranged from 208.36 $\mu\text{g}/\text{m}^3$ in sample RI-SG-02_20251016 to 3,154.9 $\mu\text{g}/\text{m}^3$ in sample RI-SG-06_20251016. All of the petroleum-related VOCs included in the NYSDOH matrix guidance were also detected in indoor air. The NYSDOH decision matrices were utilized to compare the sub-slab soil vapor samples with the indoor air sample. According to the NYDOH matrices, when comparing to soil vapor detections, no further action is recommended for benzene, cyclohexane, naphthalene, 2,2,4-trimethylpentane, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, n-hexane, n-heptane, toluene. Monitoring is recommended for ethyl benzene, o-xylene, and m,p-xylene.
- CVOCs were detected in all seven soil vapor samples collected during this investigation. Detected CVOCs include PCE in all soil vapor samples (maximum concentration of 3,070 $\mu\text{g}/\text{m}^3$ in RI-SG-06_20251016; TCE in six soil vapor samples (maximum concentration of 37.9 $\mu\text{g}/\text{m}^3$ in RI-SG-07_20251016); 1,1,1-trichloroethane in all soil vapor samples (maximum concentration of 141 $\mu\text{g}/\text{m}^3$ in RI-SG-07_20251016); and chloroform in four soil vapor samples (maximum concentration of 6.84 $\mu\text{g}/\text{m}^3$ in RI-SG-04_20251016).

The BCP RI identified the following Areas of Concern (AOCs) related to the Site:

AOC 1 – Site-Wide Contaminated Fill in Subsurface Soils

Shallow subsurface soils throughout the Site are impacted with elevated concentrations of SVOCs (specifically PAHs), metals (including arsenic, barium, copper, lead, mercury, selenium, and zinc), and, in some areas, pesticides and PCBs. Deeper soils are impacted with elevated concentrations of metals with localized detections of lead and mercury at RI-SB-07 up to 23 ft bgs and zinc at RI-SB-05 and RI-SB-07 up to 23 ft bgs. These findings are consistent with characteristics of contaminated fill found throughout the New York City area. Contaminated fill material varies in depth throughout the Site, generally extending from surface grade down to about 7 ft bgs (based on previous reports).

AOC 2 – Localized PCE Impacted Shallow Soils

Shallow soils are impacted with elevated concentrations of PCE with localized detections at RIB-05_0-2 and RIB-08_0-2. Shallow PCE impacted soils likely resulted from historical uses at the Site.

AOC 3 – Groundwater Impacts

SVOCs (specifically PAHs), lead, and PFAS were detected above AWQS and GVs in Site groundwater. PAH contamination and lead in groundwater appears to be limited to the southeast corner of the Site. PFAS impacts in groundwater were encountered only within the central and southern portion of the Site. Naturally occurring metals, including iron, magnesium, manganese, and sodium, were also identified in groundwater but not as contaminants of concern (COCs). Groundwater contamination likely resulted from Site-wide contaminated fill and historical uses at the Site and/or nearby properties.

AOC 4 – Soil Vapor Impacts

VOCs, primarily PCE, are present in the vapor phase at elevated concentrations Site-wide in shallow soil (0-2 ft bgs), intermediate soil (10 ft bgs), and soil above the groundwater (20 ft bgs) table. The highest concentrations of PCE appear to be present in the central and southern portions of the Site. Soil vapor contamination likely resulted from historical uses at the Site and/or nearby upgradient properties.

SECTION VI.2: SAMPING DATA – ANALYTICAL RESULTS SUMMARY TABLES

IV.2 Exceeded environmental standards

Sample Matrix	Sample Date	Parameter Concentration	Standard or Guidance Value	Data Sources
Soil	10/14/2025	Tetrachloroethene, 5.5 mg/kg	1.3 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Benzo(a)anthracene, 24 mg/kg	1 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Benzo(a)pyrene, 26 mg/kg	1 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Benzo(b)fluoranthene, 30 mg/kg	1 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Benzo(k)fluoranthene, 8.8 mg/kg	9.3 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Chrysene, 23 mg/kg	3.9 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Dibenzo(a,h)anthracene, 3.8 mg/kg	0.33 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Indeno(1,2,3-cd)pyrene, 10 mg/kg	8.2 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	4,4'-DDD, 0.03 mg/kg	0.0033 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	4,4'-DDE, 0.0195 mg/kg	0.0033 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	4,4'-DDT, 0.0469 mg/kg	0.0033 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/15/2025	Dieldrin, 0.0173 mg/kg	0.005 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/14/2025	Arsenic	0.1 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/14/2025	Barium, 537 mg/kg	400 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/14/2025	Copper, 204 mg/kg	50 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/14/2025	Lead, 1210 mg/kg	450 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/14/2025	Mercury, 2.87 mg/kg	0.81 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/14/2025	Selenium, 4.26 mg/kg	4 mg/kg	BCP RI performed by Haley & Aldrich
Soil	10/14/2025	Zinc, 850 mg/kg	109 mg/kg	BCP RI performed by Haley & Aldrich
Groundwater	10/23/2025	Phenol, 1.5 ug/L	1 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Benzo(a)anthracene, 0.09 ug/L	0.002 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Benzo(b)fluoranthene, 0.07 ug/L	0.002 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Chrysene, 0.05 ug/L	0.002 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Indeno(1,2,3-cd)pyrene, 0.04 ug/L	0.002 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Perfluorooctanesulfonic acid (PFOS), 0.00952 ug/L	0.0027 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Perfluorooctanoic acid (PFOA), 0.0164 ug/L	0.0067 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/23/2025	Magnesium (Dissolved), 44800 ug/L	35000 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/23/2025	Sodium (Dissolved), 28200 ug/L	20000 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Iron (Total) 21200 ug/L	300 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Lead (Total) 102.6 ug/L	25 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Magnesium (Total), 48300 ug/L	35000 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Manganese (Total), 1109 ug/L	300 ug/L	BCP RI performed by Haley & Aldrich
Groundwater	10/22/2025	Sodium (Total), 29000 ug/L	20000 ug/L	BCP RI performed by Haley & Aldrich
Soil Vapor	10/16/2025	SUM of BTEX, 14.45 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil Vapor	10/16/2025	SUM of VOCs, 3154.9 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil Vapor	10/16/2025	SUM of CVOs, 3154.9 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil Vapor	10/16/2025	Tetrachloroethylene, 3070 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil Vapor	10/16/2025	Trichloroethylene, 37.9 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil Vapor	10/16/2025	Ethylbenzene, 1.24 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil Vapor (m,p-xylene)	10/16/2025	Xylenes, 5.91 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil Vapor (o-xylene)	10/16/2025	Xylenes, 5.91 ug/m3	N/A	BCP RI performed by Haley & Aldrich
Soil	6/5/2025	Benzo(b)fluoranthene, 1.4 mg/kg	1 mg/kg	NYCOER RI performed by GEI Consultants
Soil	6/5/2025	Indeno(1,2,3-cd)pyrene, 0.68 mg/kg	0.5 mg/kg	NYCOER RI performed by GEI Consultants
Soil	6/5/2025	Lead, 85 mg/kg	63 mg/kg	NYCOER RI performed by GEI Consultants
Soil	6/5/2025	Organochlorine Pesticides, 0.0071 mg/kg	0.0033 mg/kg	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Arsenic, 133 ug/L	25 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Barium, 4410 ug/L	1000 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Cadmium, 9.1 ug/L	5 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Chromium, 1090 ug/L	50 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Copper, 1970 ug/L	200 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Iron, 986000 ug/L	300 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Lead, 1740 ug/L	25 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Manganese, 27400 ug/L	300 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Nickel, 1300 ug/L	100 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Sodium, 51900 ug/L	20000 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Benzo(a)pyrene, 0.59 ug/L	1 ug/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Perfluorooctanesulfonic acid (PFOS), 28.2 ng/L	2.7 ng/L	NYCOER RI performed by GEI Consultants
Groundwater	6/6/2025	Perfluorooctanoic acid (PFOA), 33.5 ng/L	6.7 ng/L	NYCOER RI performed by GEI Consultants
Soil Vapor	6/6/2025	SUM of BTEX, 471.5 ug/m3	N/A	NYCOER RI performed by GEI Consultants
Soil Vapor	6/6/2025	SUM of VOCs, 12748 ug/m3	N/A	NYCOER RI performed by GEI Consultants
Soil Vapor	6/6/2025	SUM of CVOs, 11610 ug/m3	N/A	NYCOER RI performed by GEI Consultants
Soil Vapor	6/6/2025	Tetrachloroethylene, 11,500 E ug/m3	N/A	NYCOER RI performed by GEI Consultants
Soil Vapor	6/6/2025	Trichloroethylene, 95.7 ug/m3	N/A	NYCOER RI performed by GEI Consultants
Soil Vapor	6/6/2025	Ethylbenzene, 64.2 ug/m3	N/A	NYCOER RI performed by GEI Consultants
Soil Vapor (m,p-xylene)	6/6/2025	Xylenes, 291 ug/m3	N/A	NYCOER RI performed by GEI Consultants
Soil Vapor (o-xylene)	6/6/2025	Xylenes, 95.1 ug/m3	N/A	NYCOER RI performed by GEI Consultants

SEE ATTACHED FIGURES FOR FULL RESULTS

Notes:

mg/kg = milligram per kilogram
ft bgs = feet below grade surface
AWQS = Ambient Water Quality Standards
mg/L = milligram per liter
µg/L = microgram per liter
µg/m³ = microgram per cubic meter
*Total concentrations

SECTION VI.3: SAMPLING DATA

For each impacted medium above, refer to Figures 7 through 12 below, which include detailed information requested in Application Section VI.3.

Figures from Previous Environmental Site Investigations for impacted medium which includes all information requested in Application Section VI.3 (Figures 7-12)

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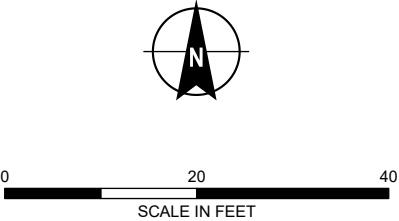
LEGEND

- SOIL BORING
- SOIL BORING/TEMPORARY MONITORING WELL
- INDOOR AIR SAMPLE
- SOIL VAPOR SAMPLE
- SUB-SLAB SOIL VAPOR SAMPLE
- SITE BOUNDARY

	NY Part 375 Restricted Residential Use Soil Cleanup Objectives	NY Part 375 Unrestricted Use Soil Cleanup Objectives
SVOCs (mg/kg)		
Benzo[b]fluoranthene	1	1
Indeno[1,2,3-cd]pyrene	0.5	0.5
Pesticides (mg/kg)		
4,4'-DDT	7.9	0.0033
Total Metals (mg/kg)		
Lead	400	63

- No formatting - indicate a detection in soil above reporting limit but below comparison criteria
- Grey shading indicates an exceedance of the Unrestricted Use Soil Cleanup Objectives.
- Yellow shading indicates an exceedance of the Restricted Use Residential Soil Cleanup Objectives.

- NOTES**
- ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 - AERIAL IMAGERY SOURCE: NEARMAP, JULY 3, 2025



HALEY ALDRICH 28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

HISTORICAL SOIL DATA
EXCEEDANCES MAP

OCTOBER 2025

FIGURE 7

GIS FILE PATH: \\haleyaldrich.com\share\CF\Projects\0214374\GIS\214374_000_28_12_41_ST AVENUE BCP_RR.aprx - USER: patillio - LAST SAVED: 11/13/2025 9:03 AM

RI-SB-04	10/14/2025 L2565004-16 RI-SB-04_0-2 0 - 2 (ft)	10/14/2025 L2565004-17 RI-SB-04_12-14 12 - 14 (ft)	10/14/2025 L2565004-18 RI-SB-04_22-24 22 - 24 (ft)
Pesticides (mg/kg)			
4,4'-DDD	0.00368	0.000854 J	ND (0.00181)
4,4'-DDT	0.00846	ND (0.00155)	ND (0.00181)
Dieldrin	0.00731	0.00141	ND (0.00113)
Total Metals (mg/kg)			
Copper	62 J+	12.9 J+	15.5 J+
Lead	468	14.6	3.99 J
Mercury	0.912	ND (0.07)	ND (0.082)
Zinc	165	20.6	27.9

RI-SB-03	10/15/2025 L2565319-03 RI-SB-03_0-2 0 - 2 (ft)	10/15/2025 L2565319-04 RI-SB-03_12-14 12 - 14 (ft)	10/15/2025 L2565319-05 RI-SB-03_22-24 22 - 24 (ft)
Semi-Volatile Organic Compounds (mg/kg)			
Benzo(a)anthracene	24	ND (0.1)	0.28
Benzo(a)pyrene	26	ND (0.13)	0.2
Benzo(b)fluoranthene	30	ND (0.1)	0.26
Benzo(k)fluoranthene	8.8	ND (0.1)	0.064 J
Chrysene	23	ND (0.1)	0.24
Dibenz(a,h)anthracene	3.8	ND (0.1)	0.027 J
Indeno(1,2,3-cd)pyrene	10	ND (0.13)	0.11 J
Total Metals (mg/kg)			
Lead	148	3.13 J	4.95
Mercury	0.265	ND (0.074)	ND (0.088)

RI-SB-01	10/16/2025 L2565720-02 RI-SB-01_0-2 0 - 2 (ft)	10/16/2025 L2565720-03 RI-SB-01_12-14 12 - 14 (ft)	10/16/2025 L2565720-04 RI-SB-01_22-24 22 - 24 (ft)
Pesticides (mg/kg)			
4,4'-DDE	0.00559	ND (0.00159)	ND (0.00166)
4,4'-DDT	0.0273	ND (0.00159)	ND (0.00166)
Semi-Volatile Organic Compounds (mg/kg)			
Benzo(a)anthracene	4.2	ND (0.1)	0.039 J
Benzo(a)pyrene	3.5	ND (0.13)	ND (0.14)
Benzo(b)fluoranthene	4.5	ND (0.1)	0.037 J
Benzo(k)fluoranthene	1.2	ND (0.1)	ND (0.11)
Chrysene	3.7	ND (0.1)	0.035 J
Dibenz(a,h)anthracene	0.51	ND (0.1)	ND (0.11)
Indeno(1,2,3-cd)pyrene	2.2	ND (0.13)	ND (0.14)

RI-SB-02	10/16/2025 L2565720-05 RI-SB-02_0-2 0 - 2 (ft)	10/16/2025 L2565720-06 RI-SB-02_12-14 12 - 14 (ft)	10/16/2025 L2565720-08 DUP-02_20251016 12 - 14 (ft)	10/16/2025 L2565720-07 RI-SB-02_22-24 22 - 24 (ft)
Total Metals (mg/kg)				
Lead	308	11 J	3.7 J	7

RI-SB-07	10/14/2025 L2565004-03 RI-SB-07_0-2 0 - 2 (ft)	10/14/2025 L2565004-04 RI-SB-07_12-14 12 - 14 (ft)	10/14/2025 L2565004-05 RI-SB-07_21-23 21 - 23 (ft)
Pesticides (mg/kg)			
4,4'-DDT	0.0201	ND (0.00179)	ND (0.00188)
Semi-Volatile Organic Compounds (mg/kg)			
Benzo(b)fluoranthene	1.4	0.053 J	ND (0.12)
Indeno(1,2,3-cd)pyrene	0.68	ND (0.15)	ND (0.16)
Total Metals (mg/kg)			
Arsenic	25.7	5.33	1.77
Copper	204 J+	43.1 J+	36.4 J+
Lead	1190	402	78.7
Mercury	1.38	2.87	0.184
Selenium	4.26	ND (1.79)	ND (1.83)
Zinc	189	77.2	140


RI-SB-06	10/15/2025 L2565319-06 RI-SB-06_0-2 0 - 2 (ft)	10/15/2025 L2565319-07 RI-SB-06_12-14 12 - 14 (ft)	10/15/2025 L2565319-08 RI-SB-06_22-24 22 - 24 (ft)
Pesticides (mg/kg)			
4,4'-DDE	0.0093	ND (0.00163)	ND (0.00192)
4,4'-DDT	0.0154	ND (0.00163)	ND (0.00192)
Semi-Volatile Organic Compounds (mg/kg)			
Benzo(a)anthracene	7.3	ND (0.1)	ND (0.12)
Benzo(a)pyrene	6.1	ND (0.14)	ND (0.16)
Benzo(b)fluoranthene	8.4	ND (0.1)	ND (0.12)
Benzo(k)fluoranthene	1.5	ND (0.1)	ND (0.12)
Chrysene	5.6	ND (0.1)	ND (0.12)
Dibenz(a,h)anthracene	0.79	ND (0.1)	ND (0.12)
Indeno(1,2,3-cd)pyrene	3.9	ND (0.14)	ND (0.16)
Total Metals (mg/kg)			
Lead	159	2.08 J	5.16
Zinc	189	13	44.2

RI-SB-08	10/14/2025 L2565004-10 RI-SB-08_0-2 0 - 2 (ft)	10/14/2025 L2565004-11 RI-SB-08_12-14 12 - 14 (ft)	10/14/2025 L2565004-12 RI-SB-08_22-24 22 - 24 (ft)
Pesticides (mg/kg)			
4,4'-DDD	0.03	ND (0.00155)	ND (0.00177)
4,4'-DDE	0.0195	ND (0.00155)	ND (0.00177)
4,4'-DDT	0.0469	ND (0.00155)	ND (0.00177)
Dieldrin	0.0173	ND (0.000971)	ND (0.00111)
Polychlorinated Biphenyls (mg/kg)			
Polychlorinated biphenyls (PCBs)	0.242 J	ND (0.0496)	ND (0.0544)
Semi-Volatile Organic Compounds (mg/kg)			
Benzo(a)anthracene	2	ND (0.1)	ND (0.11)
Benzo(a)pyrene	2	ND (0.13)	ND (0.15)
Benzo(b)fluoranthene	2.5	ND (0.1)	ND (0.11)
Chrysene	1.9	ND (0.1)	ND (0.11)
Dibenz(a,h)anthracene	0.35	ND (0.1)	ND (0.11)
Indeno(1,2,3-cd)pyrene	1.1	ND (0.13)	ND (0.15)
Total Metals (mg/kg)			
Copper	89 J+	8.33 J+	15.6 J+
Lead	1170	3.71 J	4.76
Mercury	0.29	ND (0.064)	ND (0.083)
Zinc	436	24.2	33.2
Volatle Organic Compounds (mg/kg)			
Tetrachloroethene	3.6	0.00066	0.0021


RI-SB-09	10/14/2025 L2565004-06 RI-SB-09_0-2 0 - 2 (ft)	10/14/2025 L2565004-07 RI-SB-09_12-14 12 - 14 (ft)	10/14/2025 L2565004-09 DUP-01_20251014 12 - 14 (ft)	10/14/2025 L2565004-08 RI-SB-09_22-24 22 - 24 (ft)
Total Metals (mg/kg)				
Zinc	850	12 J	20.2 J	37.1

RI-SB-05	10/14/2025 L2565004-13 RI-SB-05_0-2 0 - 2 (ft)	10/14/2025 L2565004-14 RI-SB-05_12-14 12 - 14 (ft)	10/14/2025 L2565004-15 RI-SB-05_22-24 22 - 24 (ft)
Pesticides (mg/kg)			
4,4'-DDD	0.0124	ND (0.00156)	ND (0.00189)
4,4'-DDE	0.00971	ND (0.00156)	ND (0.00189)
4,4'-DDT	0.0279	ND (0.00156)	ND (0.00189)
Semi-Volatile Organic Compounds (mg/kg)			
Benzo(a)anthracene	2.6	ND (0.099)	ND (0.12)
Benzo(a)pyrene	2.7	ND (0.13)	ND (0.16)
Benzo(b)fluoranthene	3.3	ND (0.099)	ND (0.12)
Benzo(k)fluoranthene	1.1	ND (0.099)	ND (0.12)
Chrysene	2.4	ND (0.099)	ND (0.12)
Dibenz(a,h)anthracene	0.45	ND (0.099)	ND (0.12)
Indeno(1,2,3-cd)pyrene	1.6	ND (0.13)	ND (0.16)
Total Metals (mg/kg)			
Arsenic	16.8	1.24	0.945 J
Barium	537	20.2	45.2
Copper	136 J+	29.8 J+	21.5 J+
Lead	1210	24.3	4.75
Mercury	0.865	ND (0.078)	ND (0.08)
Zinc	306	174	34.8
Volatle Organic Compounds (mg/kg)			
Tetrachloroethene	5.5	ND (0.00054)	0.00092


LEGEND



SOIL BORING



SITE BOUNDARY



PARCEL BOUNDARY

Analyte	NY-PGW	NY-RESR	NY-UNRES
PCBs (mg/kg)			
Polychlorinated biphenyls	3.2	1	0.1
Pesticides (mg/kg)			
4,4'-DDD	14	13	0.0033
4,4'-DDE	17	8.9	0.0033
4,4'-DDT	136	7.9	0.0033
Dieldrin	0.1	0.2	0.005
Semi-Volatile Organic Compounds (mg/kg)			
Benzo(a)anthracene	1	1	1
Benzo(a)pyrene	22	1	1
Benzo(b)fluoranthene	1.7	1	1
Benzo(k)fluoranthene	1.7	3.9	0.8
Chrysene	1	3.9	1
Dibenz(a,h)anthracene	1000	0.33	0.33
Indeno(1,2,3-cd)pyrene	8.2	0.5	0.5
Total Metals (mg/kg)			
Arsenic	16	16	13
Barium	820	400	350
Copper	1720	270	50
Lead	450	400	63
Mercury	0.73	0.81	0.18
Selenium	4	180	3.9
Zinc	2480	10000	109
Volatle Organic Compounds (mg/kg)			
Tetrachloroethene	1.3	19	1.3

- NOTES
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.

2. SOIL ANALYTICAL RESULTS ARE COMPARED TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) TITLE 6 OF THE OFFICIAL COMPILATION OF NEW YORK CODES, RULES, AND REGULATIONS (NYCRR) PART 375 UNRESTRICTED USE SOIL CLEANUP OBJECTIVES (SCO), RESTRICTED-USE RESIDENTIAL SCOS, AND PROTECTION OF GROUNDWATER SCO'S.

3. EXCEEDANCES PROTECTION OF GROUNDWATER CRITERIA ARE SHOWN IN *ITALICS*

4. EXCEEDANCES OF THE UNRESTRICTED SCOS ARE SHADED GRAY.

5. EXCEEDANCES OF THE RESTRICTED SCOS ARE SHADED **YELLOW**.

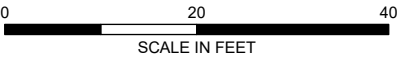
6. NY-PGW - NYSDEC PART 375 PROTECTION OF GROUNDWATER CRITERIA

7. NY-RESR - NYSDEC PART 375 RESTRICTED-USE RESIDENTIAL SCOS

8. NY-UNRES - NYSDEC PART 375 UNRESTRICTED USE SCOS

9. DEFINITIONS:
MG/KG: MILLIGRAM PER KILOGRAM
ND (2.5): NOT DETECTED, NUMBER IN PARENTHESES IS THE LABORATORY REPORTING LIMIT
J: VALUE IS ESTIMATED.

10. AERIAL IMAGERY SOURCE: NEARMAP, OCTOBER 1, 2025



HALEY
ALDRICH

28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

RI SOIL RESULTS EXCEEDANCE MAP

NOVEMBER 2025

FIGURE 8

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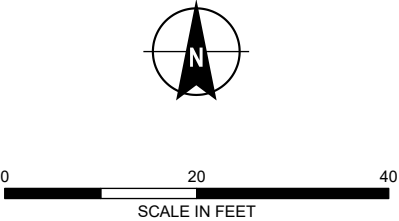
- SOIL BORING
- SOIL BORING/TEMPORARY MONITORING WELL
- INDOOR AIR SAMPLE
- SOIL VAPOR SAMPLE
- SUB-SLAB SOIL VAPOR SAMPLE
- SITE BOUNDARY

	New York TOGS 111 Ambient Water Quality Standards	NYSDEC GUIDANCE VALUES FOR PFOS/PFOA
SVOCs (ug/L)		
Benzo(a)pyrene	0	NA
Total Metals (ug/L)		
Arsenic	25	NA
Barium	1000	NA
Cadmium	5	NA
Chromium	50	NA
Copper	200	NA
Iron	300	NA
Lead	25	NA
Manganese	300	NA
Nickel	100	NA
Sodium, Total	20000	NA
Sodium, Dissolved	20000	NA
Mercury	0.7	NA
PFAS (ug/L)		
Perfluorooctanesulfonic acid (PFOS)	NA	0.0027
Perfluorooctanoic acid (PFOA)	NA	0.0067

- : Not Analyzed
- Grey shading indicates an exceedance of the NYSDEC TOGS Standards and Guidance Values
- Yellow shading indicates an exceedance of the NYSDEC PFAS Standards

NOTES

- ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
- AERIAL IMAGERY SOURCE: NEARMAP, JULY 3, 2025



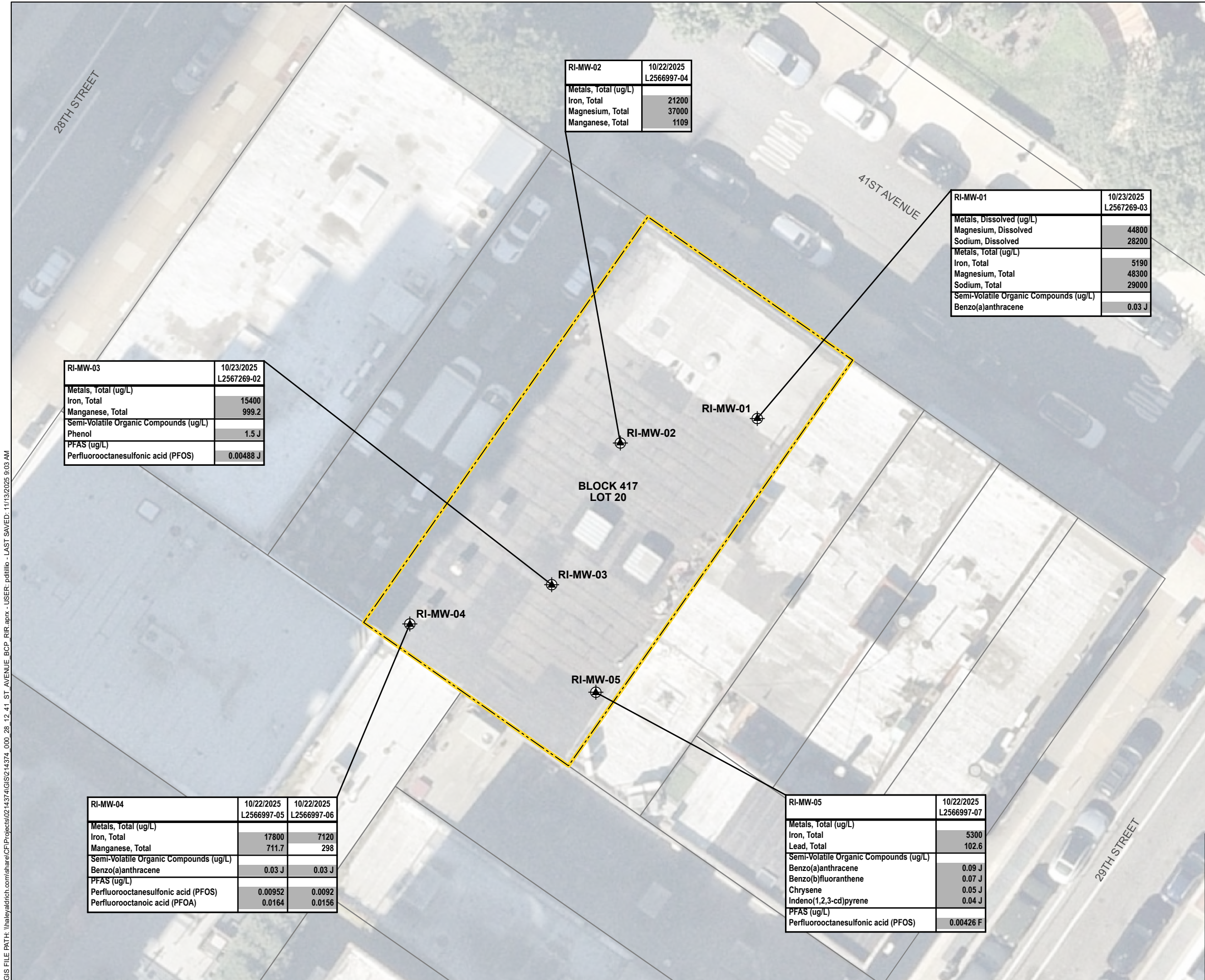
HALEY ALDRICH 28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

HISTORICAL GROUNDWATER DATA
EXCEEDANCES MAP

OCTOBER 2025

FIGURE 9

GIS FILE PATH: \\haleyaldrich.com\share\CF\Projects\0214374\GIS\214374_000_28_12_41_ST AVENUE BCP RFR.aprx - USER: patillic - LAST SAVED: 11/13/2025 9:03 AM



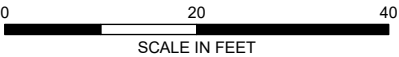
LEGEND

- MONITORING WELL
- SITE BOUNDARY
- PARCEL BOUNDARY

	New York TOGS 111 Ambient Water Quality Standards	New York April 2023 Ambient Water Quality Guidance Values (AWQGV)
Metals, Dissolved (ug/L)		
Magnesium, Dissolved	35000	NA
Sodium, Dissolved	20000	NA
Metals, Total (ug/L)		
Iron, Total	300	NA
Lead, Total	25	NA
Magnesium, Total	35000	NA
Manganese, Total	300	NA
Sodium, Total	20000	NA
PFAS (ug/L)		
Perfluorooctanesulfonic	NA	0.0027
Perfluorooctanoic acid (PFOA)	NA	0.0067
Semi-Volatile Organic Compounds (ug/L)		
Benzo(a)anthracene	0.002	NA
Benzo(b)fluoranthene	0.002	NA
Chrysene	0.002	NA
Indeno(1,2,3-cd)pyrene	0.002	NA
Phenol	1	NA

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
2. PFAS: PER- AND POLYFLUOROALKYL SUBSTANCES.
3. GROUNDWATER ANALYTICAL RESULTS ARE COMPARED TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) TECHNICAL AND OPERATIONAL GUIDANCE SERIES (TOGS) 1.1.1 AMBIENT WATER QUALITY STANDARDS AND GUIDANCE VALUES (SGVS) FOR CLASS GA WATER.
4. EXCEEDANCES OF THE CRITERIA ARE SHADED GRAY
5. DEFINITIONS:
J: VALUE IS ESTIMATED.
F: RESULTS ARE CONSIDERED TO BE AN ESTIMATED MAXIMUM CONCENTRATION.
6. AERIAL IMAGERY SOURCE: NEARMAP, OCTOBER 1, 2025



HALEY
ALDRICH

28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

RI GROUNDWATER EXCEEDANCE MAP

NOVEMBER 2025

FIGURE 10

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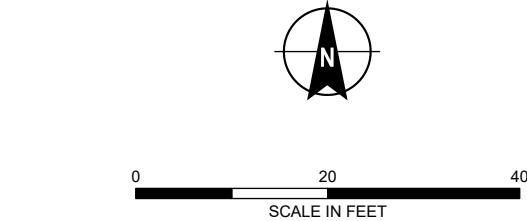


LEGEND

- SOIL BORING
- SOIL BORING/TEMPORARY MONITORING WELL
- INDOOR AIR SAMPLE
- SOIL VAPOR SAMPLE
- SUB-SLAB SOIL VAPOR SAMPLE
- SITE BOUNDARY

Matrix A	Monitor	Mitigate
1,1-Dichloroethene	6 - 60	> 60
Carbon tetrachloride	6 - 60	> 60
cis-1,2-Dichloroethene	6 - 60	> 60
Trichloroethene	6 - 60	> 60
Matrix B		
1,1,1-Trichloroethane	100 - 1000	> 1000
Tetrachloroethene	100 - 1000	> 1000
Methylene chloride (Dichloromethane)	100 - 1000	> 1000
Matrix C		
Vinyl chloride	6 - 60	> 60
Matrix D		
Benzene	60 - 600	> 600
Ethylbenzene	60 - 600	> 600
Naphthalene	60 - 600	> 600
Cyclohexane	60 - 600	> 600
2,2,4-Trimethylpentane	60 - 600	> 600
1,2,4-Trimethylbenzene	60 - 600	> 600
1,3,5-Trimethylbenzene	60 - 600	> 600
o-Xylene	60 - 600	> 600
Matrix E		
m,p-Xylenes	200 - 2000	> 2000
N-Heptane	200 - 2000	> 2000
Hexane	200 - 2000	> 2000
Matrix F		
Toluene	300 - 3000	> 3000

- NOTES**
- ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 - AERIAL IMAGERY SOURCE: NEARMAP, JULY 3, 2025



HALEY ALDRICH 28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

**HISTORICAL SOIL VAPOR AND
INDOOR AIR EXCEEDANCES MAP**

OCTOBER 2025

FIGURE 11

GIS FILE PATH: \\haleyaldrich.com\share\CF\Projects\0214374\GIS\214374_000_28_12_41_ST AVENUE BCP RFR.aprx - USER: patillic - LAST SAVED: 11/13/2025 9:03 AM

RI-SG-01	RI-SG-01 10/16/2025 L2565677-01
Calculated Totals	
Total BTEXs	6.83
Total CVOCs	490.39
Total VOCs	534.79
VOCs	
1,1,1-Trichloroethane	4.8
1,2,4-Trimethylbenzene	1.55
Acetone	6.44
Chloroform (Trichloromethane)	4.64
Dichlorodifluoromethane (CFC-12)	2.81
Hexane	1.38
Isopropyl Alcohol (2-Propanol)	7.67
m,p-Xylenes	2.95
Naphthalene	1.28
Tetrachloroethene	483
Toluene	3.88
Trichloroethene	2.59
Trichlorofluoromethane (CFC-11)	11.8

RI-SG-03	RI-SG-03 10/16/2025 L2565677-03
Calculated Totals	
Total BTEXs	5.01
Total CVOCs	1440.3
Total VOCs	1476.44
VOCs	
1,1,1-Trichloroethane	16
Acetone	10.8
Chloroform (Trichloromethane)	5.13
Tetrachloroethene	1420
Toluene	5.01
Trichloroethene	4.3
Trichlorofluoromethane (CFC-11)	15.2

RI-SG-05	RI-SG-05 10/16/2025 L2565677-05
Calculated Totals	
Total BTEXs	14.45
Total CVOCs	1106.19
Total VOCs	1295.9
VOCs	
1,1,1-Trichloroethane	29.1
1,2,4-Trimethylbenzene	4.68
1,3-Butadiene	1.44
2-Butanone (Methyl Ethyl Ketone)	7.14
Acetone	106
Carbon disulfide	2.11
Dichlorodifluoromethane (CFC-12)	3.19
Hexane	2.03
Isopropyl Alcohol (2-Propanol)	11.6
m,p-Xylenes	5.91
Naphthalene	5.87
o-Xylene	2.51
Tetrachloroethene	1070
Tetrahydrofuran	11.9
Toluene	6.03
Trichloroethene	7.09
Trichlorofluoromethane (CFC-11)	19.3

RI-SG-04	RI-SG-04 10/16/2025 L2565677-04
Calculated Totals	
Total BTEXs	6.63
Total CVOCs	2212.1
Total VOCs	2289.17
VOCs	
1,1,1-Trichloroethane	30
2-Butanone (Methyl Ethyl Ketone)	14.7
Acetone	34.7
Chloroform (Trichloromethane)	6.84
Tetrachloroethene	2170
Toluene	6.63
Trichloroethene	12.1
Trichlorofluoromethane (CFC-11)	14.2

RI-SG-02	RI-SG-02 10/16/2025 L2565677-02
Calculated Totals	
Total BTEXs	6.766
Total CVOCs	208.36
Total VOCs	242.266
VOCs	
1,1,1-Trichloroethane	3.36
1,2,4-Trimethylbenzene	1.42
2-Butanone (Methyl Ethyl Ketone)	1.83
Acetone	3.97
Carbon disulfide	1.41
Dichlorodifluoromethane (CFC-12)	2.49
Hexane	5.18
Isopropyl Alcohol (2-Propanol)	3.2
m,p-Xylenes	2.75
Naphthalene	1.64
N-Heptane	2.56
o-Xylene	0.956
Tetrachloroethene	205
Toluene	3.06
Trichlorofluoromethane (CFC-11)	3.44

RI-SG-06	RI-SG-06 10/16/2025 L2565677-06
Calculated Totals	
Total BTEXs	ND
Total CVOCs	3154.9
Total VOCs	3154.9
VOCs	
1,1,1-Trichloroethane	71.5
Tetrachloroethene	3070
Trichloroethene	13.4

RI-SG-07	RI-SG-07 10/16/2025 L2565677-07
Calculated Totals	
Total BTEXs	13.426
Total CVOCs	777.9
Total VOCs	825.252
VOCs	
1,1,1-Trichloroethane	141
1,2,4-Trimethylbenzene	4.06
1,3,5-Trimethylbenzene	1.32
1,3-Butadiene	1.25
Acetone	7.46
Benzene	0.856
Carbon disulfide	2.21
Chloroform (Trichloromethane)	1.38
Dichlorodifluoromethane (CFC-12)	3.15
Ethylbenzene	1.24
Hexane	1.6
Isopropyl Alcohol (2-Propanol)	3.44
m,p-Xylenes	5.08
Naphthalene	1.5
N-Heptane	0.996
o-Xylene	1.88
Tetrachloroethene	599
Toluene	4.37
Trichloroethene	37.9
Trichlorofluoromethane (CFC-11)	5.56

LEGEND

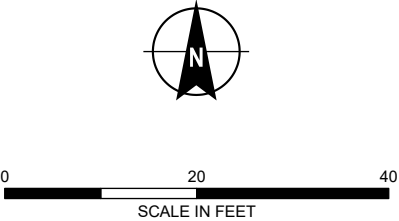
△

SOIL VAPOR SAMPLE

SITE BOUNDARY

PARCEL BOUNDARY

- NOTES
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 2. RESULTS ARE DISPLAYED IN MICROGRAMS PER CUBIC METER (µg/m³).
 3. CVOCs = CHLORINATED VOLATILE ORGANIC COMPOUNDS.
 4. TOTAL BTEX IS THE SUM OF BENZENE, TOLUENE, ETHYLBENZENE, AND XYLENES.
 5. TOTAL CVOCs IS THE SUM OF ALL THE DETECTED CONCENTRATIONS OF CARBON TETRACHLORIDE, 1,1-DICHLOROETHENE, CIS-1,2-DICHLOROETHENE, TRICHLOROETHENE, METHYLENE CHLORIDE, TETRACHLOROETHENE, 1,1,1-TRICHLOROETHANE, AND VINYL CHLORIDE
 6. TOTAL VOCs IS THE SUM OF ALL THE DETECTED CONCENTRATIONS.
 7. AERIAL IMAGERY SOURCE: NEARMAP, OCTOBER 1, 2025



HALEY ALDRICH 28-12 41ST AVENUE
LONG ISLAND CITY, NEW YORK

RI SOIL VAPOR RESULTS MAP

NOVEMBER 2025

FIGURE 12

ATTACHMENT G

Section VII, and VIII: Requestor Information and Contact Information

SECTION VII AND VIII: REQUESTORS' INFORMATION AND CONTACT INFORMATION

The entity requesting participation in the BCP (the Requestor) is 28 12 41ST AVE LLC. Aditya Ajaykumar Shah is the authorized signatory of 28 12 41ST AVE LLC.

The contact information for the Requestor is:

Aditya Ajaykumar Shah
28 12 41ST AVE LLC
222-25 Jamarca Avenue, Suite 301
Queens Village, NY 11428
Phone: 929-333-1997
Email: aditya.shah@edevelopmentinc.com

28 12 41ST AVE LLC is 100% owned by Aditya Ajaykumar Shah (50%) and Palwinder Singh (50%)

A printout of the entity information from the New York State Department of State's Corporation & Business Entity Database for 28 12 41ST AVE LLC is included in this attachment. The operating agreement and property deed for 28 12 41ST AVE LLC is included in this attachment.

All BCP submittal documents will be certified by a Haley & Aldrich of New York Licensed Professional Engineer and/or the Requestor in accordance with DER-10 Section 1.5.

An official website of New York State.
[Here's how you know](#) ▾



Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: 28 12 41ST AVE LLC

DOS ID: 7611166

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 05/14/2025

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 05/14/2025

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: QUEENS

NEXT STATEMENT DUE DATE: 05/31/2027

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:



ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

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

Name: THE LLC

Address: 222-25 JAMAICA AVE, SUITE 301, QUEENS VILLAGE, NY, UNITED STATES, 11428

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

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

THIS INDENTURE, made the 2nd day of October, 2025 and
BETWEEN

Realty 41 LLC
having an address at 16 Middle Neck Rd., Suite 305, Great Neck, NY 11021

party of the first part, and
28 12 41ST AVE LLC
having an address at 222-25 Jamaica Ave., Suite 301, Queens Village, NY 11428

party of the second part,
WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, 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

PLEASE SEE ATTACHED SCHEDULE A.

Said premises is known as 28-12 41st Avenue, Long Island City, NY 11101

Block: 417
Lot: 20
County of QUEENS

Being the same premises as granted to the party of the first part under the deed dated 06/29/2021 and recorded on 07/13/2021 in CRFN 2021000265433 in the Office of the Register of the City of New York, County of QUEENS.

LG
THIS CONVEYANCE IS BEING MADE WITH THE FULL CONSENT
AND AUTHORIZATION OF ALL MEMBERS OF THE PARTY OF THE
FIRST.

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 covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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:

Realty 41 LLC by Lily Lidun Guo,
AS SOLE MEMBER

SCHEDULE A DESCRIPTION

ALL that certain plot piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, being shown on a certain map on file in the Office of the Clerk (now Register) of the County of Queens, entitled, "Map of Property adjoining Ravenswood, in the Town of Newtown, Queens County, L.I., belonging to John W. Payntar, surveyed February 1867, by P.G. Van Alst, C.S." and which Lots are bounded and described as follows:

BEGINNING at a point on the southwesterly side of Wilbur Avenue, now known as 41st Avenue, said point being distant 75 feet – deed (75.08 feet – actual) northwesterly from the corner formed by the intersection of the said southwesterly side of Wilbur Avenue with the northwesterly side of Academy Street, now known a 29th Street;

RUNNING THENCE southwesterly parallel with 29th Street, 100 feet – deed (100.08 feet – actual);

THENCE northwesterly parallel with 41st Avenue, 50 feet – deed (50.05 feet – actual);

THENCE northeasterly parallel with 29th Street, 100 feet – deed (100.08 feet – actual) to a point on the southwesterly side of 41st Avenue;

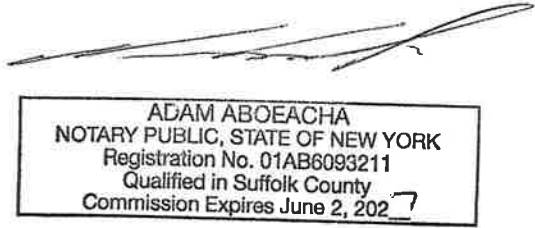
THENCE southeasterly along the southwesterly side of 41st Avenue, 50 feet – deed (50.05 feet – actual) to the point or place of BEGINNING.

Acknowledgement taken in New York State

State of New York, County of NASSAU, ss:

On the 2nd day of OCTOBER, in the year 2025, before me, the undersigned, personally appeared

Lily Liden Guo
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.



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.: PPL25-7018-Q

Realty 41 LLC

TO

28 12 41ST AVE LLC

Distributed by

Acknowledgement 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 _____

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.

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 state or country or other place the acknowledgement was taken).

DISTRICT _____
SECTION _____
BLOCK 417
LOT 20
COUNTY OR TOWN Queens

RETURN BY MAIL TO:

Law Offices of Harvinder Julka, Esq.
101-05 Lefferts Blvd Ste. 207
Richmond Hill, NY

Zip No. 11419

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

**OPERATING AGREEMENT
OF
28 12 41ST AVE LLC**

(A New York Limited Liability Company)

This Limited Liability Company Agreement (the “Operating Agreement”) is made and entered into and shall be effective as of the Effective Date, by and among the Members whose signatures appear on the signature page hereof.

W I T N E S S E T H:

WHEREAS, Articles of Organization for 28 12 41ST AVE LLC (the “Company”) have been filed with the Secretary of State of New York on May 14, 2025

NOW, THEREFORE, the Members and the Company hereby agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meanings:

- (a) **“Act”** shall mean the New York Limited Liability Company Act and all amendments to the Act.
- (b) **“Articles of Organization”** shall mean the Articles of Organization of 28 12 41ST AVE LLC as filed with the Secretary of State of New York and as may be amended from time to time.
- (c) **“Capital Contribution”** shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.
- (d) **“Capital Account”** as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.
- (e) **“Code”** shall mean the Internal Revenue Code of 1986, as amended or corresponding provisions of subsequent superseding federal revenue laws.
- (f) **“Company”** shall refer to 28 12 41ST AVE LLC A New York Limited Liability Company formed under the laws of the State of New York.

(g) **“Distributable Cash”** shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company’s business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company’s business.

(h) **“Economic Interest”** shall mean a Member’s or Economic Interest Owner’s pro rata share of one or more of the Company’s Net Profits, Net Losses and distributions of the Company’s assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

(i) **“Economic Interest Owner”** shall mean the owner of an Economic Interest who is not a Member.

(j) **“Entity”** shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(k) **“Gifting Member”** shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(l) **“Initial Capital Contribution”** shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

(m) **“Majority Interest”** shall mean one or more Interests of Members, which in the aggregate exceed 50% of all Percentage Interests

(n) **“Manager”** shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular as to him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement.

(o) **“Member”** shall mean each of the parties who executes a counterpart of this Operating agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he/she will have all the rights of a Member with respect to such Membership Interest, and the term “Member” as used herein shall include a Manager to the extent he/she has purchased such Membership Interest in the Company. If a Person is a Member

immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(p) **“Membership Interest”** shall mean a Member’s entire interest in the Company including such Member’s Economic Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Act.

(q) **“Net Profits”** and **“Net Losses”** shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company’s tax return filed for federal income tax purposes.

(r) **“Operating Agreement”** shall mean this Operating Agreement of **28 12 41ST AVE LLC** , originally executed and as amended from time to time.

(s) **“Percentage Interest”** shall mean, for any Member, the percentage interest in the Company as set forth on **Exhibit A**, as may be changed from time to time by the unanimous vote of the Members.

(t) **“Person”** shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

(u) **“Property or Real Estate Property”** means the real estate property to be acquired by the Company for the purposes described in Article III hereinafter.

(v) **“Reserves”** shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business.

(w) **“Selling Member”** shall mean any member or Economic Interest Owner which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of his/her/its Membership Interest or Economic Interest.

(x) **“Transferring Member”** shall collectively mean a Selling member and a Gifting Member.

(y) **“Treasury Regulations”** shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 **Organization.** **28 12 41ST AVE LLC** shall be organized as A New York Limited Liability Company by executing and delivering the Certificate of Formation to the New York Secretary of State in accordance with and pursuant to the Act.

2.2 **Name.** The name of the Company is **28 12 41ST AVE LLC** , and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 **Principal Place of Business.** The initial principal place of business of the Company shall be that The Company may locate its places of business 222-25 Jamaica Ave, Ste 301,Queens Village, NY 11428 and registered office at any other place or places as the Managers may deem advisable.

2.4 **Registered Office and Registered Agent.** The Company's initial registered office shall be at the office of its registered agent at 222-25 Jamaica Ave,STE 301,Queens Village, NY 11428 and the name of its initial registered agent is Palwinder Singh. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the New York Secretary of State pursuant to the Act.

2.5 **Term.** The term of the Company shall begin on the filing of the Articles of Organization with the New York Secretary of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in the practice of Liquor Store. The Company shall engage in such other lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose.

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are listed on **Exhibit A** attached hereto and incorporated herein, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 **Management.** The day to day business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. For purposes of this Agreement, day to day business affairs shall include: a) execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes; and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company; b) the opening and management of bank accounts and such other accounts of the Company; c) general accounting and book keeping; d) to perform any and all other acts or activities customary or incident to the management of the Company's business. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

The initial Managers of the Company shall be:

ADITYA AJAYKUMAR SHAH

The initial Members of the Company shall be:

PALWINDER SINGH

5.2 **Number, Tenure and Qualifications.** There shall be at least one (1) Manager of the Company. The Managers shall serve and continue in such office for the term of the Company, unless sooner replaced by another Manager elected by a majority vote of the Members at any meeting of the Members, or unless removed by operation of law, by order or decree of any court of competent jurisdiction, or upon the events of bankruptcy of a Manager or upon the death, disability, resignation, or other failure to serve of any Manager.

5.3 Restrictions on Powers of Managers. Without limiting the generality of Section 5.1, all decisions and/or actions described below shall require approval by a majority vote of the Members:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection with, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Members or to the extent permitted under the Act, the Members of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To hold and own Company real and personal properties in the name of the Company;

(d) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(e) Sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan; and

(f) To enter into any and all other material agreements on behalf of the Company.

Unless authorized to do so by this Operating Agreement or by the Members of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

5.4 Liability for Certain Acts. Each Manager shall perform his/her duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.5 No Exclusive Duty to Company. A Member or Manager shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and engage in activities in addition to those relating to the Company whether or not such venture may be considered competitive with, or a business opportunity that would be beneficial to, the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such

other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.6 **Bank Accounts.** The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatories thereon, unless Members owning a Majority Interest determine otherwise.

5.7 **Indemnity of the Managers, Employees and Other Agents.** The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.8 **Resignation.** Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.9 **Removal.** At a meeting called expressly for that purpose all or any lesser number of Managers may be removed at any time, with or without cause, by the unanimous vote of Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the member.

5.10 **Vacancies.** Any vacancy occurring for any reason in the number of Managers of the company may be filled by a unanimous affirmative vote of the Members. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such terms and until their successor shall be elected and qualified or until the manager's earlier death, resignation or removal.

5.11 **Salaries.** No Manager shall receive any compensation unless a unanimous vote of the Members provides for a method of compensation for the Managers.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 **Limitation of Liability.** Each Member's liability to the Company shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

6.2 **Company Liability.** A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a

Member, beyond his/her respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 **List of Members.** Upon the written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests and Economic interests of all Members.

6.4 **Approval of Sale of All Assets.** The Members shall have the right, by unanimous vote to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 **Company Books.** The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy the Company documents required to be maintained under the requirements of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 **Priority and Return of Capital.** Except as may be expressly provided in Article IX, no Member shall have priority over any other Member, either as to the return of Capital contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 **Liability of a Member to the Company.** A Member who received a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MEMBERS

7.1 **Meetings.** Meetings of the Members, for any purpose or purposes, may be called by any Manager or by any Member.

7.2 **Place of Meetings.** The Managers may designate any location within the U.S., either within or outside the State of New York, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 **Notice of Meetings.** Except as provided in Section 7.4, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or

at the direction of the Managers or Member or Members calling the meeting, to each Member entitled to vote at such meeting. Notice may be delivered by US Mail, courier or by any electronic means. At any time the Members may waive written notice of a meeting and in such event the meeting shall be valid and all actions taken by the members shall be lawful and binding on the Company. Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 Action by Members without a Meeting. Notwithstanding any provision to the contrary contained in this Agreement, any action required by the Members may be taken without a meeting pursuant to New York law. Any such action may be taken with or without notice and shall require a unanimous vote of the Members.

7.5 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 Quorum. Members holding at least fifty one (51%) percent of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Percentage Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjournment meeting, a notice of the adjournment meeting shall be given to each Member of record entitled to vote at the meeting. At such adjournment meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Percentage Interests whose absence would cause less than a quorum.

7.7 Manner of Acting. If a quorum is present, the affirmative vote of Members holding more than 75% of the Percentage Interests represented at the meeting shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter as approved by the Members.

7.8 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in

writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.10 **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 **Members' Initial Capital Contributions.** Each Member shall contribute such amount as is set forth in **Exhibit A** hereto as its share of the Initial Capital Contribution. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 **Additional Contributions.** A Member may, but shall not be obligated to, make such additional Capital Contributions unless agreed upon by a unanimous vote of the Members. None of the terms, covenants, obligations or rights contained in this Section 8 is or shall be deemed to be for the benefit of any person or entity other than the members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to take account of such Member of Company loss and deductions as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Operating Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

8.4 Withdrawal or Reductions of Members' Contributions to Capital.

(a) Unless the Members agree otherwise, Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 **Allocations of Profits and Losses from Operations.** The Net Profits and Net Losses of the Company for each fiscal year, and each Member share of Distributable Cash, will be allocated among the Members, according to their percentage membership interests, unless and until this Agreement is otherwise amended.

9.2 **Special Allocations to Capital Accounts.** Notwithstanding Section 9.01 hereof:

(a) No allocations of loss, deduction, and/or expenditures described in Code Section 705 (a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account. The amount of the loss, deduction and/or Code 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section

9.1.

(b) In the event any Member unexpectedly receives any adjustments, allocations, or distribution described in Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 9.2(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury regulations.

(c) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially credited with items of Membership income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 9.2, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulations Section 1.704-2(d) during the taxable year of the Company, then, the Capital Account of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Section 9.2(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, and the minimum gain chargeback, requirement would cause a distortion in the economic arrangement among the Members, and it is not expected that the Company will have sufficient other income to correct that distortion, the Managers may in their discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with the Treasury Regulations Section 1.704-2(f)(4).

(e) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Code Section 704(c)(1)(A) and Section 1.704-1(b)(2)(i)(iv) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of each property to the Company and\or its fair market value at the time of contribution.

(h) Pursuant to Code Section 704(c)(1)(B), if any contributed property is distributed to the Company other than to the contributing Member within five years of being contributed, then, except as provided, in Code Section 704(c)(2), the contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under Code Section 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to a Member such Member or shall be treated as recognizing gain in an amount equal to the lesser of:

(1) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or

(2) the Net Precontribution Gain (as defined in Code Section 737(b)) of the Member. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Economic Interest Owner under Code Section 704(c)(1)(B) of all property which (1) had been contributed to the Company within five years of the distribution, and (2) is held by the Company immediately before the distribution, if such property had been distributed by the Company to another member or Economic Interest Owner. If any portion of the property distributed consists of property which had been contributed to the distributee Member or Economic Interest Owner to the Company, then such property shall not be taken into account under this Section 9.2(i) and shall not be taken into account in determining the amount of the Net Precontribution gain. If the property distributed consists of an interest in an entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such entity after such interest had been contributed to the Company.

In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing, Member as consideration for a Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member (as consideration for a Membership Interest), the Capital Accounts of the Members shall be adjusted to reflect a revaluation.

(j) In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing, Member as consideration for a Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member, the Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulations Section 1.704(b)(2)(iv)(f). If under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of the property contributed to the Company are taken in account in determining the Member's shares of tax items under Code Section 704(c).

(k) All recapture of income tax deductions resulting from the sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members pursuant to Sections 9.2(b), (c), and/or (d) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 9.1, so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 9.1 and 9.2 shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article IX if the special allocations required by Sections 9.2(b), (c) and/or (d) had not occurred.

9.3 Distributions. A Member has no right to demand and receive any distribution in a form other than cash. All distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Percentage Interests of the Members on the record date of such distribution. Except as provided in Section 9.04, all distributions of Distributable Cash and property shall be made at such time as determined by the Members. Notwithstanding the above, the Managers shall cause to make annual distributions to the Members to the extent that is Distributable Cash available, in any year in which the Company has made a net profit which has been allocated among the Members. The amount of the distribution shall be subject to the agreement of the Members, but should at least be in an amount sufficient to offset the tax on the profit allocated to the Members. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.3.

9.4 Limitation upon Distributions.

No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

- (1) the Company would be insolvent; or
- (2) the net assets of the Company would be less than zero.

9.5 **Accounting Principles.** The profits and losses of the Company shall be determined in accordance with sound accounting principles applied on a consistent basis using generally accepted accounting principles.

9.6 **Interest on and Return of Capital Contributions.** No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise provided in this Operating Agreement.

9.7 **Loans to Company.** Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 **Accounting Period.** The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 **Records, Audits and Reports.** At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum the Company shall keep its principal place of business the following records:

(a) A current list of the full name and last known address of each Member setting forth the amount of cash each Member has contributed, a description and statement of the agreed value of the other property or services each Member has contributed or has agreed to contribute in the future, and the date on which each became a Member, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has to be executed;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Operating Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

- (e) Notices of and Minutes of every Member and Managers meeting,
 - (f) Any written consents obtained from Members for actions taken by Members without a Meeting;
- and

9.10 Returns and Other Elections. The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion, provided that the Managers shall make any tax election requested by Members owning a Majority Interest. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 Tax Matters Partner. PALWINDER SINGH is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the company's expense) in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 General. Except as otherwise specifically provided herein, a Member shall not have the right, as to all or any part of its Membership Interest to:

- (a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration, (collectively, "Sell"); or
- (b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation law, except in the case of bankruptcy).

10.2 Right of First Refusal.

(a) If a selling Member desires to Sell or otherwise transfer all or any portion of its Membership Interest to a third party purchaser, the selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made

and the consideration offered. The selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Members a copy of the written offer to purchase such interest.

(b) The remaining Members, and each of them shall, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the selling Member, by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the selling Member. Subject to the following paragraph, the failure of at least one (1) of the remaining Members to so notify the selling Member of the desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the selling member shall be entitled to consummate the sale of its interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period.

In the event the remaining Members (or any one or more of the remaining Members) give written notice to the selling Member of their desire to exercise this right of first refusal and to purchase all of the selling Member's interest in the Company which the selling Member desires to Sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all of the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interest bears to the total Percentage Interests exercising such right of first refusal.

(c) In the event of any of the foregoing or if a Member desires for any reason at any time to sell his/her/its Interest, the departing Member shall provide the Company and the remaining Members at least one hundred eighty (180) days written notice of such intent and shall sell his/her/its interest to the remaining Members at fair market value. A fair market value appraisal shall be obtained as determined by an independent appraiser with substantial experience in making determinations of the fair market value of real property interests in commercial property. The Company and the departing Member shall jointly select a qualified independent appraiser who does not have a financial or personal interest in any of the parties hereto. If the parties are unable to agree on the selection of an appraiser, a majority of the Members shall select an appraiser and the departing Member shall select a second appraiser. If the appraisal of the two appraisers are within ten percent (10%) of each other, the appraisals shall be averaged. If there is a greater than ten percent (10%) difference, the two appraisers shall select a third appraiser to appraise the property and the results of the third appraisal shall be binding upon the parties. All appraisals shall be completed within thirty (30) days from the date the request was submitted by the Company and Members to the appraisers. In the event the Members do

not elect to purchase all of the departing Member's Interest, then the Company may elect to purchase any remaining portion of the interest in accordance with the terms described in Section 10.2 of this Agreement.

(d) As a condition to the Company recognizing the effectiveness of either the purchase of the Selling Member's interest in the Company by a third party purchaser or the gift of an interest in the company, (subject to Section 10.3) substitution of a new Member, the remaining Members may require the Selling Member, Gifting Member or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

- (i) Verify the purchase, gift or transfer, as the case may be;
- (ii) confirm that the person desiring, to acquire an interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement (whether such Person is to be admitted as a new Member or an Economic Interest Owner);
- (iii) maintain the status of the Company as a partnership for federal tax purposes; and
- (iv) assure compliance with any applicable state and federal laws including securities laws and regulations.

(e) Any sale or gift of a Membership Interest or Economic Interest or admission of a Members in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member agrees, upon request of the remaining Members, to execute such certificates or other documents and to perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 Transferee Not Member in Absence of Unanimous Consent.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, Section 10.2 hereof), if all of the remaining Members do not approve by unanimous written consent of the proposed sale or gift of the Transferring Member's Membership Interest or to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The

transferee or donee shall be merely an Economic Interest Owner. Not transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interests which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred shall immediately lapse until the remaining Members, by unanimous consent, reinstate such rights to the Economic Interest Owner who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Economic Interest Owner.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by a majority vote of the Membership Interests of Company thereof may become a Member in this Company either by the issuance of the Company of Membership Interests for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The existing Members, at their election may at the time a new Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of profit loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members, except MD Members or DO Members; or

- (ii) the sale, transfer or assignment of substantially all of the assets of the Company, or
- (iii) as otherwise required by law.

12.2 **Winding Up, Liquidation and Distribution of Assets.**

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind).

(2) Allocate any profit or loss resulting from such sales to the Member's and Economic Interest Owners' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company).

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Operating Agreement to reflect such deemed sale.

(ii) To the Members and Economic Interest Owner, prorata, in accordance with the positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs)

shall be distributed to the Members and Economic Interest owner either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for: this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Economic Interest Owner's prorata in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Accounting adjustments for all taxable years, including the year during which such liquidation occurs), such Members shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, Articles of Dissolution of the Company shall be filed with the New York Department of State.

12.4 Effect of Filing Articles of Dissolution. Upon the filing of Articles of Dissolution with the New York Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member and Economic Interest Owner shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Economic Interest Owners, such Member(s) or Economic Interest Owner(s) shall have no recourse against any other Member or Economic Interest Owner, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 **Books of Account and Records.** Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company.

13.3 **Application of New York Law.** This Operating Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of New York, and specifically the Act.

13.4 **Waiver of Action for Partition.** Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 **Amendments.** This Operating Agreement may not be amended except in writing by the affirmative vote of Members holding at least two-thirds (2/3) of all Percentage Interests. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 **Execution of Additional Instruments.** Each member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

13.7 **Construction.** Whenever the singular number is used in this Operating Agreement and when

required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 **Headings.** The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision thereof.

13.9 **Waivers.** The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 **Rights and Remedies Cumulative.** The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 **Severability.** If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 **Creditors.** None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 **Counterparts.** This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 **Mediation; Arbitration.** Except with respect to any dispute arising in connection with Section 13, both the Employer and Employee hereby agree that notice ("notice of breach") shall be provided, in writing, by the party claiming breach of the Agreement to the party alleged to be in breach of the Agreement. Upon receipt of the written notice of breach, the party alleged to be in breach of the Agreement shall have ten (10) business days to cure the alleged breach. If the breach is not cured within that time, the parties hereby agree to engage in the following methods of alternative dispute resolution.

- (a) *Mediation.* Within 30 days of the date of the notice of breach, the parties will select an impartial mediator. Mediation will be in accordance with the laws of the state in which the mediation is

conducted, or as determined by the mediator mutually selected by the parties. The mediation will take place in or around Russell Springs, New York. The parties will equally divide the mediation fee, if any.

(b) *Arbitration.* If any dispute has not been resolved by mediation, the dispute shall be settled and determined through arbitration in accordance with the American Arbitration Association shall be initiated within 30 days of the end of mediation, and any arbitration pursuant to this Agreement shall be held in or around Russell Springs, New York. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrator's fees and administrative fees of arbitration. The written decision of the arbitrator so selected shall be binding, final and conclusive on the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(c) *Binding Agreement.* This agreement of the parties to a combined mediation/arbitration procedure for the resolution of any claims, disputes and other matters in question shall be specifically enforceable by either party. The parties acknowledge and agree that the dispute resolution process set forth herein is in lieu of recourse to the judicial litigation process, and each party hereby willingly waives its right to a court or jury trial for claims, disputes and other matters in question hereunder.

Signatures Follow

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

ADITYA AJAYKUMAR SHAH



Member

PALWINDER SINGH



Member

ADITYA AJAYKUMAR SHAH



Owner Operator

28 12 41ST AVE LLC

EXHIBIT A

<u>Members</u>	<u>Address</u>	<u>Percentage Interest</u>
ADITYA AJAYKUMAR SHAH	222-25 JAMAICA AVE, STE 301, QUEENS VILLAGE, NY 11428	50%
PALWINDER SINGH	172 PARKWAY DRIVE ROSLYN HEIGHTS, NY 11577	50%

ATTACHMENT H

Section X: Requestor Eligibility Information

SECTION X: REQUESTORS' ELIGIBILITY INFORMATION

Volunteer Status

The Requestor, 28 12 41ST AVE LLC, qualifies as a "Volunteer" in the BCP because the Requestor's liability arises solely as a result of its acquisition of the proposed BCP Site. The Requestor did not cause, contribute to, or permit the disposal of any contaminants at the Site. Therefore, the Requestor did not control or have possession of the Site when such contamination occurred.

The Requestor has obtained and reviewed Phase I and Phase II Environmental Site Investigations and a NYC OER RI, and has completed a NYSDEC BCP RI to evaluate the REC's identified in the Phase I ESA. The Volunteer is seeking to enter the BCP to fully remediate the Site for the proposed development.

The Requestor also qualifies as a "Volunteer" in the BCP because it is an unrelated third-party LLC and neither it or its members has any connection with the current nor any prior owner or operator, nor did the Requestor control the Site when such contamination occurred. The Requestor commissioned a Phase I ESA for the purposes of conducting all appropriate inquiry prior to occupying the Site and intends to address any Site contamination via the BCP. The Requestor did not observe and is not aware of any continuing release. The Requestor will implement all necessary measures to mitigate exposure to contamination and to prevent any threatened, future release, and prevent and limit human, environmental or natural resource exposure to any previously released contamination at the Site such as maintaining the building footprint cover and providing Site security in the form of perimeter fencing with locked exterior doors. As such, the Requestor qualifies as a Volunteer in accordance with ECL § 27-1405(1).

ATTACHMENT I

Section XII: Contact List Information and Acknowledgement from Repositories

SECTION XII – CONTACT LIST INFORMATION

SITE CONTACT LISTS

Executive

Role	Name	Phone	Mailing Address	Email / Contact
NYC Mayor	Mayor Eric Adams	212-NEW-YORK	City Hall New York, NY 10007	https://www1.nyc.gov/office-of-the-mayor/mayor-contact.page
Director NYC Mayor's Office of Environmental Remediation	Shaminder Chawla	212-788-8841	100 Gold Street, 2 nd Floor, New York, NY 10038	ShaminderC@dep.nyc.gov
NYC Department of City Planning Chairperson	Marisa Lago	212-720-3300	120 Broadway 31st Floor New York, NY 10271	https://www1.nyc.gov/site/planning/about/email-the-director.page
Queens Borough President	Donovan Richards	718-286-3000	120-55 Queens Blvd., Kew Gardens NY, 11424	info@queensbp.nyc.gov
Queens Community Board 1 District Manager	Florence Koulouris	718-626-1021	45-02 Ditmars Boulevard LL Suite 1025 Astoria, NY 11105	gn01@cb.nyc.gov
New York City Council District 26	Julie Won	718-383-9566	37-04 Queens Boulevard, Suite 205 Long Island City, NY 11101	District26@council.nyc.gov
NY Senate District 59 Senator	Kristen Gonzalez	718-765-6674	801 2nd Ave Suite #303 New York, NY 10017	gonzalez@nysenate.gov
NY State Assembly District 36 Member	Zohran Mamdani	718-545-3889	24-08 32 nd St Suite 1002A Astoria, NY 11102	mamdanz@nyassembly.gov
NYC Department of Health and Mental Hygiene (DOHMH)	Ashwin Vasan, M.D., PhD Commissioner	212-639-9675	42-09 28 th Street, Queens, NY 11101	opmc@health.ny.gov

Owners, Residents, Occupants

The tables below provide current contact information for the current owner and occupants of the Site.

Owner	Contact Name	Phone	Mailing Address	Email
28 12 41ST AVE LLC	Aditya Ajaykumar Shah	929-333-1997	222-25 Jamaica Avenue Suite 301 Queens Village, NY 11428	aditya.shah@edevdevelopmentinc.com

Operator	Contact Name	Phone	Mailing Address	Email
28 12 41ST AVE LLC	Aditya Ajaykumar Shah	929-333-1997	222-25 Jamaica Avenue Suite 301 Queens Village, NY 11428	aditya.shah@edevdevelopmentinc.com

Adjacent Properties

Below is a list of the adjoining properties which are also detailed on Figure 6.

Owner/Entity Name	Contact Name	Site Use	Property Address	Owner Mailing Address
Don's Corporation	N/A	Mixed Residential & Commercial Buildings	28-14 41st Avenue	N/A
41-14 29 th Street, LLC	N/A	Industrial & Manufacturing	41-14 29th Street	N/A
H & L 41-11 Realty INC	N/A	Industrial & Manufacturing	41-11 28th Street	N/A
H & L 28-08 Holding Corp	N/A	Parking Facilities	28-08 41 st Avenue	N/A
NYC Department of Education	N/A	ATLAS Public High School	28-01 41st Avenue, Long Island City, Queens, NY 11101	N/A

Local News and Media

Owner/Entity Name	Type	Address	Phone	Website
The Queens Daily Eagle	Online & Print Newspaper	8900 Sutphin Blvd, LL2, Jamaica, NY 11435	718-422-7409	https://queenseagle.com/
The Queens Chronicle	Online & Print Newspaper	71-19 80th Street, Suite 8-201 Glendale, NY 11385	(718) 205-8000	https://www.qchron.com/

Public Water Supply

Public water supply is a shared responsibility between the New York City Department of Environmental Protection (NYCDEP) and the Municipal Water Finance Authority.

Owner/Entity Name	Contact	Address	Phone	Email
NYCDEP	Rohit T. Aggarwala - Chief Operating Officer	59-17 Junction Blvd. Flushing, NY 11373	718-595-6565	Raggarwala@dep.nyc.gov
NYC Municipal Water Finance Authority	Philip Wasserman - Executive Director	255 Greenwich Street, 6 th Fl., New York, NY 10007	212-788-4969	Not Available

Additional Requests

We are unaware of any requests to be included on the contact list for the Site located at 28-12 41st Avenue, Long Island City, New York.

School or Day Care Located on or Proximal to the Site

The following schools or daycare facilities are located within a 1/2-mile radius of the Site:

School/Day Care Name	Approximate distance from Site in feet and direction	Administrator	Phone	Address
Q575 Academy of American Studies	~480 ft (north of site)	Shermila Bharat, Principal	(929) 487-1910	40-11 28th Street, Astoria, NY 11101

ATLAS High School	~150 ft (north of site)	Elizabeth Messmann, Principal	(718) 937-6005	28-01 41st Avenue, Long Island City, Queens, NY 11101
Gotham Tech High School	~50 ft (west of site)	Luis Familia, Principal	(718) 433-2660	28-02 41st Avenue Long Island City Queens, NY 11101
Q575 Academy of American Studies	~540ft (northwest of site)	Shermila Bharat, Principal	(929) 487-1910	40-11 28th St, Astoria, NY 11101
Playhouse Daycare	~750 (southeast of site)	N/A	(718) 392-2783	29-22 Northern Blvd 2nd floor, Long Island City, NY 11101
Bright Horizons at Long Island City	~630 (southwest of site)	N/A	(848) 230-3594	42-09 28th St, Long Island City, NY 11101
Growing Up Green I Charter School - Elementary School - Long Island City	~500 ft (north of site)	Tomi Okuyemi, Chief Academic Officer	(347) 642-4306	39-27 28th St, Long Island City, NY 11101

Document Repository

The Queens Public Library – Long Island City Branch was contacted on October 23, 2025 with a request to use their branch as a document repository. Documentation of the acknowledgement from the Queens Public Library – Long Island City Branch is attached below.

The Queens Public Library – Hunters Point Branch was contacted on November 24, 2025 with a request to use their branch as a document repository. Correspondence acknowledging their review for acceptance is attached below.

Queens Community Board 1 was contacted on December 17, 2025 with a request to use their branch as a document repository. Correspondence acknowledging their review for acceptance is attached below.

Repositories

Owner/Entity Name	Contact	Address	Phone	Email
The Queens Public Library – Long Island City Branch	Abigail Goldberg	37-44 21 st St, Long Island City, NY 11101	(718)-752-3700	Abigail.Goldberg@queenslibrary.org
The Queens Public Library – Hunters Point Branch	Eunyoung Abalmasov	47-40 Center Blvd. Long Island City, NY 11109	(718)-707-9944	Eunyoung.abalmasov@queenslibrary.org
Queens Community Board 1	Florence Koulouris	45-02 Ditmars Boulevard, LL Suite 1025, Astoria, NY 11105	(718) 626-1024	Qn01@cb.nyc.gov

Acknowledgement from Queens Public Library – Long Island City Branch



H & A OF NEW YORK ENGINEERING
AND GEOLOGY, LLP
213 W 35th Street
7th Floor
New York, NY 10001
Tel: 646.277.5686

23 October 2025
File No. 0214374

Queens Public Library – Long Island City Branch
37-44 21 Street
Long Island City, NY 11101
Via email: Abigail.goldberg@queenslibrary.org
Attn: Abigail Goldberg – Managing Librarian

Subject: Brownfield Cleanup Program Application – Request for Repository Use
28-12 41st Avenue Site
28-12 41st Avenue
Long Island City, NY 11101

Dear Ms. Goldberg:

Haley & Aldrich of New York (Haley & Aldrich), on behalf of 28-12 41st Ave LLC, is requesting use of the Queens Public Library – Long Island City Branch as a document repository for the anticipated project located at 28-12 41st Avenue, Queens, NY. The New York State Department of Environmental Conservation (NYSDEC) requires a letter certifying that the proposed document repository is able to serve as a public repository for all documents pertaining to the environmental cleanup at the Site. Please sign below denoting that your facility would be amenable to serving as a temporary public repository.

Should you have any questions, please do not hesitate to give me a call at (646) 568-9357.

Thank you,
H & A OF NEW YORK ENGINEERING AND GEOLOGY, LLP

Luke J. McCartney, P.G.
Senior Project Manager

The Queens Public Library – Long Island City Branch is willing to act as a public document repository holding and making available of all provided environmental documents related to the 28-12 41st Avenue Site Brownfield Cleanup Project.

Abigail Goldberg
Name

10/23/25
Date

COMMUNITY LIBRARY MANAGER - LIC
Title

Correspondence from Queens Public Library – Hunters Point Branch



H & A OF NEW YORK ENGINEERING
AND GEOLOGY, LLP
213 W 35th Street
7th Floor
New York, NY 10001
Tel: 646.277.5686

November 24, 2025
File No. 0214374

Queens Public Library – Hunters Point Branch
47-40 Center Boulevard
Long Island City, NY 11109
Via email: Eunyoung.abalmasov@queenslibrary.org
Attn: Eunyoung Abalmasov – Managing Librarian

Subject: Brownfield Cleanup Program Application – Request for Repository Use
28-12 41st Avenue Site
28-12 41st Avenue
Long Island City, NY 11101

Dear Ms. Abalmasov:

Haley & Aldrich of New York (Haley & Aldrich), on behalf of 28-12 41st Ave LLC, is requesting use of the Queens Public Library – Hunters Point Branch as a document repository for the anticipated project located at 28-12 41st Avenue, Queens, NY. The New York State Department of Environmental Conservation (NYSDEC) requires a letter certifying that the proposed document repository is able to serve as a public repository for all documents pertaining to the environmental cleanup at the Site. Please sign below denoting that your facility would be amenable to serving as a temporary public repository.

Should you have any questions, please do not hesitate to give me a call at (646) 568-9357.

Thank you,
H & A OF NEW YORK ENGINEERING AND GEOLOGY, LLP

A handwritten signature in blue ink, reading 'Luke J. McCartney'.

Luke J. McCartney, P.G.
Senior Project Manager

The Queens Public Library – Hunters Point Branch is willing to act as a public document repository holding and making available of all provided environmental documents related to the 28-12 41st Avenue Site Brownfield Cleanup Project.

Name

Date

Title

Reach, Alison

From: Abalmasov, Eun Young <EunYoung.Abalmasov@queenslibrary.org>
Sent: Tuesday, November 25, 2025 12:24 PM
To: Reach, Alison
Cc: McCartney, Luke
Subject: Re: NYSDEC Brownfield Cleanup Program Application – Queens Public Library Request for Repository Use - 28-12 41st Avenue, Queens, NY

External Sender: Use extra caution with links and actions.

Good afternoon Alison,

Apologies for the delay. The library's Legal department has to review all documents before I sign. They are reviewing it now and will get back to me shortly.

Thank you for your patience.

Euni (Eun Young) Abalmasov
Community Library Manager
Hunters Point Library and
Environmental Education Center
47-40 Center Blvd.
Long Island City, NY 11109
T: 718-707-9944
F: 718-707-9947
Eunyoung.Abalmasov@queenslibrary.org

From: Reach, Alison <AReach@haleyaldrich.com>
Sent: Tuesday, November 25, 2025 9:15 AM
To: Abalmasov, Eun Young <EunYoung.Abalmasov@queenslibrary.org>
Cc: McCartney, Luke <LMcCartney@haleyaldrich.com>
Subject: RE: NYSDEC Brownfield Cleanup Program Application – Queens Public Library Request for Repository Use - 28-12 41st Avenue, Queens, NY

Good morning!

Just following up on the request below. Please feel free to call with any questions at 484-883-1304. Thanks!

All the best,
Ali Reach
Project Geologist
She/Her

H&A of New York Engineering and Geology, LLP
213 West 35th Street, 7th Floor
New York, NY 10001

Office: (646) 277-5685
Cell: (929) 761-1900
www.haleyaldrich.com

From: Reach, Alison

Sent: Monday, November 24, 2025 2:39 PM

To: 'Eunyoung.abalmasov@queenslibrary.org' <Eunyoung.abalmasov@queenslibrary.org>

Cc: McCartney, Luke <LMcCartney@haleyaldrich.com>

Subject: NYSDEC Brownfield Cleanup Program Application – Queens Public Library Request for Repository Use - 28-12 41st Avenue, Queens, NY

Good Afternoon,

Thanks for your call earlier today! As discussed, H & A of New York Engineering and Geology, LLP is formally requesting permission to include the Queens Public Library – Hunters Point Branch as a document repository for the anticipated Brownfield Cleanup Program project located at 28-12 41st Avenue, Queens, NY. The New York State Department of Environmental Conservation (NYSDEC) requires a letter certifying that the proposed document repository is able to serve as a public repository for all documents pertaining to the environmental cleanup at the Site.

Please review the attached letter and, if amenable, provide a signed copy via email. We can also accept an email confirmation if that is more convenient – if you choose this option, please indicate in the email text that the Queens Public Library – Hunters Point will act as a repository for H & A of New York Engineering and Geology, LLP for their project located at 28-12 41st Avenue, Queens, NY.

Please return this to us at your earliest convenience and please contact me with any questions.

All the best,

Ali Reach

Project Geologist

She/Her

H&A of New York Engineering and Geology, LLP

213 West 35th Street, 7th Floor

New York, NY 10001

Office: (646) 277-5685

Cell: (929) 761-1900

www.haleyaldrich.com

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.

Acknowledgement from Queens Community Board 1



H & A OF NEW YORK ENGINEERING
AND GEOLOGY, LLP
213 W 35th Street
7th Floor
New York, NY 10001
Tel: 646.277.5686

23 October 2025
File No. 0214374

Queens Community Board 1
45-02 Ditmars Boulevard
LL Suite 1025
Astoria, NY 11105
Via email: qn01@cb.nyc.gov
Attn: Florence Koulouris, District Manager

Subject: Brownfield Cleanup Program Application – Request for Repository Use
28-12 41st Avenue Site
28-12 41st Avenue
Long Island City, NY 11101

Dear Ms. Koulouris:

Haley & Aldrich of New York (Haley & Aldrich), on behalf of 28-12 41st Ave LLC, is requesting use of the Queens Community Board 1 as a document repository for the anticipated project located at 28-12 41st Avenue Queens, NY. The New York State Department of Environmental Conservation (NYSDEC) requires a letter certifying that the proposed document repository is able to serve as a public repository for all documents pertaining to the environmental cleanup at the Site. Please sign below denoting that your facility would be amenable to serving as a temporary public repository.

Should you have any questions, please do not hesitate to give me a call at (646) 568-9357.

Thank you,
H & A OF NEW YORK ENGINEERING AND GEOLOGY, LLP

Luke J. McCartney, P.G.
Senior Project Manager

The Queens Community Board 1 is willing to act as a public document repository holding and making available of all provided environmental documents related to the 28-12 41st Avenue Site Brownfield Cleanup Project.

Name

Title

Date

12/1/25