
2023-2024 PERIODIC REVIEW REPORT

for

**475 Bay Street and 31 Wave Street
Staten Island, New York**

NYSDEC BCP Site No.: C243044

USEPA ID # NYR000253807

Prepared For:

**BFC 475 Residential LLC
c/o BFC Partners
150 Myrtle Avenue, Suite 2
Brooklyn, NY 11225**

Prepared By:

**Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.
368 Ninth Avenue, 8th Floor
New York, New York 10001**

LANGAN

**October 11, 2024
Langan Project No. 170610601**

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1.0 Introduction

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. (Langan) prepared this Periodic Review Report (PRR) to document the annual site inspection performed on March 20, 2024 at 475 Bay Street and 31 Wave Street, located in the Stapleton Heights neighborhood of Staten Island, New York (Brownfield Cleanup Program [BCP] Site No. C243044). The New York State Department of Environmental Conservation (NYSDEC) BCP site consists of Staten Island Block 488, former Lots 9, 157, 162, and 164 and is approximately 66,800 square feet (± 1.53 acres). The former lots were reapportioned in April 2023 as follows:

- Former Lot 9 and the westerly part of Lot 164 were merged and designated as new Lot 9
- Former Lots 157, 162, and the easterly part of Lot 164 were merged and designated as new Lot 157

The site was remediated pursuant to a Brownfield Cleanup Agreement (BCA) in accordance with the October 19, 2021 NYSDEC-approved Remedial Action Work Plan (RAWP) and October 13, 2021 Decision Document (DD), to meet Track 2 Restricted Use - Restricted Residential (RURR) criteria. Implementation of the remedy is described in detail in the December 14, 2022 Final Engineering Report (FER) and December 14, 2022 Site Management Plan (SMP). A Certificate of Completion (COC) was issued by the NYSDEC on December 23, 2022. A site location map is provided as Figure 1 and a site layout plan is provided as Figure 2.

A Track 2 remedy was implemented in a manner that has rendered the site protective of public health and the environment, consistent with its mixed residential and commercial use on Lot 9 and commercial use and community space on Lot 157. At the time of this PRR, construction for the three-story building (current Lot 157) has not yet commenced. Lot 9 is improved with a 12-story residential and commercial building.

Site remediation included removal of soil exceeding the lower of NYSDEC Title 6 of the New York Codes, Rules and Regulation (6NYCRR) Part 375 RURR and Protection of Groundwater (PGW) Soil Cleanup Objectives (SCOs) to a maximum depth of 15 feet below grade surface (bgs). Following completion of the remedial work, some soil exceeding the RURR and PGW SCOs remains at the site below 15 feet bgs, which is hereafter referred to as "remaining contamination". Institutional Controls (ICs) have been incorporated into the site remedy to control exposure to remaining contamination for protection of public health and the environment. No Engineering Controls (ECs) are required for this site.

This report is organized as follows:

- Periodic Review Report Certification (Section 2) – Langan documented that the institutional controls (IC) were operated, maintained, and monitored in accordance with the SMP.
- SMP Inspection (Section 3, 4 and 5) – Langan completed the annual site inspection, in accordance with the SMP.
- Recommendations (Section 6) – A summary of recommendations is provided based on observations made during site inspection.
- Division of Environmental Remediation Green Remediation Policy (DER-31) (Section 7) – A discussion and evaluation of environmental impacts associated with site management activities.

2.0 Periodic Review Report Certification

2.1 Institutional Controls

The IC for the site is an Environmental Easement (EE) that is used to prevent future exposure to remaining contamination and limit the use and development of the site to restricted residential, commercial, and industrial uses only until extinguishment of the EE. There have been no changes or actions since the NYSDEC issued the COC that would require modification to the EE. A copy of the EE is included as Appendix A.

2.3 Institutional Controls Certificate

This PRR covers the reporting period from December 23, 2022 through February 28, 2024. SMP operations, including the annual inspection, were completed in accordance with the requirements of the BCP, as certified by the owner in the IC Certification Form. The IC Certification Form is provided in Appendix B.

3.0 Periodic Review Report - Annual Inspections

In accordance with the SMP, Langan conducted an annual inspection on March 20, 2024 to document the following:

- Compliance with all ICs, including site usage
- General site conditions at the time of the inspection
- The site management activities being conducted including, where appropriate, confirmation sampling and a health and safety inspection
- If these controls continue to be protective of human health and the environment
- Compliance with requirements of this SMP and the EE
- If site records are complete and up to date

The site was in compliance with the SMP and EE during this reporting period. Completed site inspection forms are included as Appendix C. A photograph log showing site conditions during the annual site inspection is included as Appendix D.

4.0 Compliance with SMP

Specific SMP measures are described in the following sections.

4.1 Construction Health and Safety Plan

The annual site inspection was performed in compliance with the site-specific Construction Health and Safety Plan (CHASP) and applicable laws and regulations. The health and safety program manager for Langan was William Bohrer, PG.

4.2 Community Air Monitoring Plan

Site remediation included removal of soil exceeding the lower of NYSDEC 6NYCRR Part 375 RURR and PGW SCOs to a maximum depth of 15 feet bgs. Following completion of the remedial work, some soil exceeding the RURR and PGW SCOs remains below 15 feet bgs, which is referred to as "remaining contamination". Ground intrusive activities below 15 feet bgs were not conducted during this reporting period, therefore, the Community Air Monitoring Plan (CAMP) was not implemented.

4.3 Excavation Work Plan

The Excavation Work Plan (EWP) provides details for managing soil/materials, including excavation, material handling, stockpile management, transport, and disposal. The plan includes controls to guide effective remedial activities in compliance with applicable laws and regulations. Ground intrusive activities were not conducted below remaining contamination during this reporting period and therefore, the EWP was not implemented.

4.4 Deviations from the Site Management Plan

The ICs have remained fully in place at the site for the December 23, 2022 to February 28, 2024 reporting period and remain effective. There were no IC deviations during the reporting period.

5.0 SMP Operation Description

The following sections describe SMP operations performed during this reporting period.

5.1 Site Controls

5.1.1 Erosion and Dust Control

Ground intrusive activities below 15 feet bgs were not conducted during this reporting period and therefore, the SMP erosion and dust control techniques were not implemented.

5.1.2 Soil Screening

Remaining contamination was not disturbed during this reporting period; therefore, soil screening for staining, odors, and elevated photoionization detector (PID) readings was not implemented.

5.1.3 Stockpile Management

Remaining contamination was not stockpiled during this reporting period; therefore, stockpile methods were not implemented. An about 60 to 80 cubic yard stockpile of NYSDEC-approved recycled concrete aggregate (RCA) was observed in the eastern part of the site during the annual inspection. Import and backfill of RCA is further discussed in Section 5.5.

5.1.4 Truck Inspection

Remaining contamination was not excavated for off-site disposal from the site during this reporting period; therefore, truck inspections were not necessary.

5.1.5 Nuisance Control

Community nuisance complaints were not received during this reporting period.

5.1.6 Reporting

Langan performed the annual site inspection. Observations were recorded in a field book that included a project number, and a summary of locations where inspection was performed.

A photograph log documenting the annual inspection is provided in Appendix D.

5.2 Material Handling and Excavation

Remaining contamination was not disturbed during this reporting period.

5.3 Soil/Fill Characterization

Soil/fill characterization was not conducted during this reporting period.

5.4 Transport and Off-Site Disposal

Remaining contamination was not transported off-site for disposal during this reporting period.

5.5 Imported Backfill

On October 31, 2023 NYSDEC approved the import and backfill of 800 to 1,000 cubic yards of recycled crushed aggregate (RCA) from Inwood Material Terminal located in Inwood, New York to use as a sub-base beneath the site's asphalt parking lot area. Remaining contamination was not disturbed during backfilling activities.

6.0 Recommendations

6.1 Amendments to the Frequency of PRR Submissions

No changes in the frequency of PRR submissions are recommended at this time. Langan will continue to perform annual site inspections in accordance with the SMP.

6.2 Proposed Discontinuation of SMP

Discontinuation of the SMP is not recommended at this time.

7.0 Division of Environmental Remediation Green Remediation Evaluation

The NYSDEC Division of Environmental Remediation (DER) Green Remediation Policy (DER-31) requires that green remediation concepts and techniques be considered during all stages of the remedial program, including site management, with the goal of improving the sustainability of the cleanup and summarizing the net environmental benefit of any implemented green technology. A summary of green remediation metrics for site management during the 2023 reporting period reporting period is included in Appendix C. Goals for the project to incorporate green remediation principles and techniques during the next reporting period include use of public transit by personnel when possible during annual site inspections.

Langan will continue to evaluate green remediation concepts and techniques for inclusion in site management, as applicable.

8.0 Certification

For each institutional control identified for the site, I certify that all of the following statements are true:

- The institutional control employed at this site is unchanged from the date the control was put in place, or last approved by the Department*
- Nothing has occurred that would impair the ability of the control to protect the public health and environment*
- Nothing has occurred that would constitute a violation or failure to comply with any site management plan for this control*
- Access to the site will continue to be provided to the Department to evaluate the remedy, including access to evaluate the continued maintenance of this control*
- Use of the site is compliant with the EE*
- The information presented in this report is accurate and complete*

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law. I, Brian Gochenaur, QEP, of Langan, Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C., am certifying as the Remedial Party's Designated Site Representative: I have been authorized and designated by all site owners/remedial parties to sign this certification for the site."

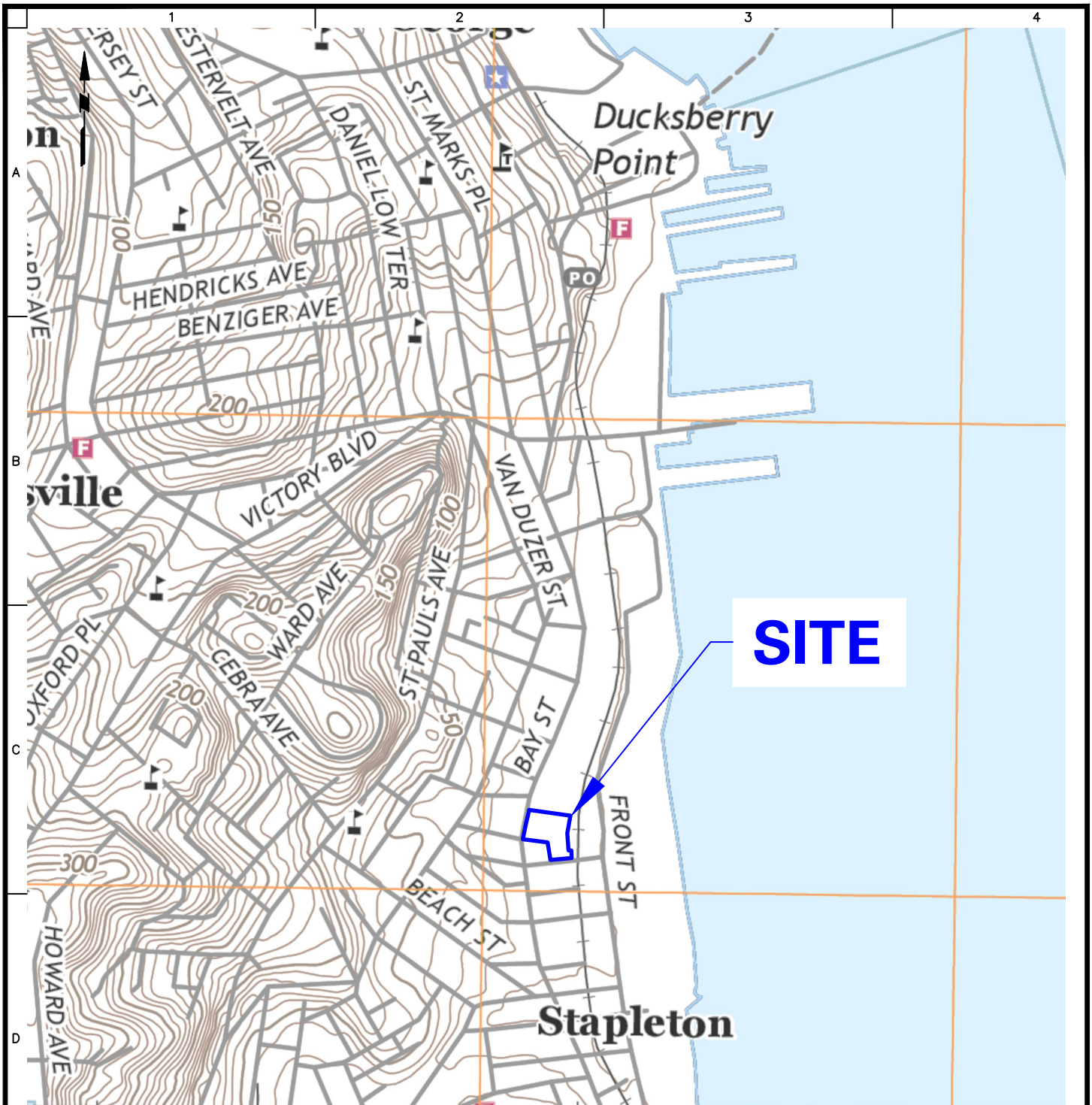
I, Brian Gochenaur, QEP, of Langan, have been authorized and designated by the site owner to sign this certification for the site.



QEP

October 11, 2024

Figures



LEGEND:

— APPROXIMATE SITE BOUNDARY

NOTES:

1. BASE MAP IS REFERENCED FROM UNITED STATES GEOLOGICAL SURVEY (USGS) 7.5-MINUTE SERIES TOPOGRAPHICAL MAPS, JERSEY CITY QUADRANGLE, DATED 2016.



LANGAN

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

Langan Engineering and Environmental Services, Inc.
Langan International LLC

Collectively known as Langan

Project

**475 BAY STREET AND
31 WAVE STREET**

BLOCK No. 488, LOT Nos. 9 & 157
STATEN ISLAND

RICHMOND COUNTY

NEW YORK

Figure Title

**SITE LOCATION
MAP**

Project No.

170610601

Date

3/25/2024

Scale

1" = 1000'

Drawn By

CD

Checked By

KS

Figure No.

1

Sheet 1 of 2



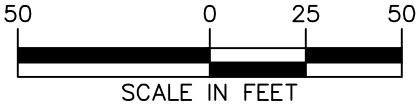
LEGEND:

- APPROXIMATE SITE BOUNDARY
- APPROXIMATE TAX LOTS BOUNDARY
- TAX BLOCK ID

GENERAL NOTES:

- BASEMAP TAKEN FROM LANGAN ENGINEERING, ENVIRONMENTAL, SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C. NEARMAP WEB PORTAL, ACCESSED ON JANUARY 29, 2020.
- THE FORMER LOTS WERE REAPPORTIONED IN APRIL 2023 AND INCLUDED THE FOLLOWING CHANGES: FORMER LOT 9 AND THE WESTERLY PART OF LOT 164 WERE MERGED AND DESIGNATED AS NEW LOT 9. FORMER LOTS 157, 162 AND THE EASTERLY PART OF LOT 164 WERE MERGED AND DESIGNATED AS NEW LOT 157.

WARNING: IT IS A VIOLATION OF THE NYS EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS ITEM IN ANY WAY.



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Project
475 BAY STREET & 31 WAVE STREET
BLOCK No. 488, LOTS No. 9 & 157
STATEN ISLAND
RICHMOND COUNTY NEW YORK

Figure Title
SITE LAYOUT PLAN

Project No.
170610601
Date
3/25/2024
Drawn By
CD
Checked By
KS

Figure
2
Sheet 2 of 2

Appendix A

Environmental Easement

OFFICE OF THE RICHMOND COUNTY CLERK
130 STUYVESANT PLACE
STATEN ISLAND, NY 10301
HON. STEPHEN J. FIALA
COUNTY CLERK



RCC-215479-270448

RECORDING ENDORSEMENT PAGE

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DOCUMENT SUBMITTED

EASEMENT

SUBMITTED FOR RECORDING BY:

CTSY 989
EXPRESS ABSTRACT SERVICES, INC...
2047 VICTORY BOULEVARD SUITE 201
STATEN ISLAND, NY 10314

RECORD AND RETURN TO:

KEVIN A. ROGERS, ESQ.
SIVE PAGET RIESEL
560 LEXINGTON AVENUE 15TH FLOOR
NEW YORK, NY 10022

PROPERTY DATA BLOCKS: 1 LOTS: 2

BLOCK	LOT	BLOCK	LOT	BLOCK	LOT	BLOCK	LOT
488	9	488	164				

PARTIES

NAME	COMPANY	PARTY	NAME	COMPANY	PARTY
475 BAY STREET HOUSING DEVELOPMENT FUND CORP...		GRANTOR	PEOPLE OF THE STATE OF NEW YORK		GRANTEE
475 BAY STREET LLC		GRANTOR			
475 BAY STREET RETAIL OWNER LLC		GRANTOR			

INDEXING NOTICE

THE OFFICE OF THE RICHMOND COUNTY CLERK WILL RELY UPON THE INFORMATION PROVIDED ON THIS ENDORSEMENT PAGE (INCLUDING THE SPELLING OF PARTIES' NAMES) FOR INDEXING THIS INSTRUMENT.

THIS ENDORSEMENT PAGE WILL CONTROL IN THE EVENT OF A CONFLICT BETWEEN THE ENDORSEMENT PAGE AND OTHER PARTS OF THE DOCUMENT.

PAYMENT DETAILS (NO PERSONAL CHECKS)

RECORDING FEES:	\$62.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYS RETT:	\$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYC RPT:	\$0.00	PAYABLE TO "COMMISSIONER OF FINANCE"
MORTGAGE TAX:	\$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"
TOTAL CHECK PAYMENTS TO A PAYEE IN EXCESS OF \$20,000.00 MUST BE CERTIFIED		

REVIEWED BY:

SUPERVISOR (IF REQUIRED):

[Signature] 07 DEC 2022

FOR OFFICE USE ONLY:

LAND DOC# 909639

Easement
RETT: 3248 \$0.00
RPT: 3248 \$0.00
12/07/2022 02:53:58 PM
Receipt: 31900 Fee: \$62.00
Richmond County Clerk

RECORDED IN RICHMOND COUNTY

FEES PAID

[Signature]
COUNTY CLERK

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 3rd day of November, 2022, between Owner(s), 475 Bay Street Housing Development Fund Corporation, (the "Grantor Fee Owner") having an office at c/o Settlement Housing Fund, Inc., 247 West 37th Street, 4th Floor, County of New York, State of New York, and 475 Bay Street LLC, (the "Grantor Beneficial Owner"), having an office at 150 Myrtle Avenue, Suite 2, County of Kings, State of New York and 475 Bay Street Retail Owner LLC (the "Grantor Retail Tenant"), having an office at 150 Myrtle Avenue, Suite 2, County of Kings, State of New York (collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor Fee Owner, is the owner of the fee interest in the real property located at the address of 475 Bay Street and 31 Wave Street in the City of New York, County of Richmond and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 488 Lots 9 and p/o 164, being the same as that property conveyed to Grantor by deed dated December 16, 2021 and recorded in the Richmond County Clerk's Office as Land Document 887590. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.31 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 26, 2022 prepared by Vincent M. Teutonico (reg. no. 050307) of Meridian Layout Inc., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor Beneficial Owner is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement dated December 16, 2021 and recorded in the Richmond County Clerk's Office as Land Document 887951 and

WHEREAS, Grantor Retail Tenant is the holder of a master lease interest in the Controlled Property, pursuant to a Master Lease dated December 16, 2021; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of BCA Index No. Number: C243044-10-20, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without

necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property,

including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C243044
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor Fee Owner has caused this instrument to be signed in its name.

475 Bay Street Housing Development Fund Corporation:

By: Amr

Print Name: Alexa Sewell

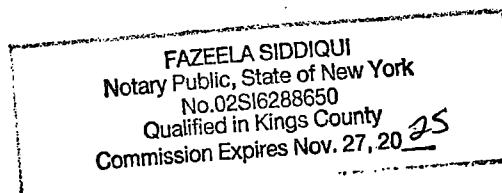
Title:President Date:10/20/22

Grantor Fee Owner's Acknowledgment

[illegible]

On the 20th day of October, in the year 20 22, before me, the undersigned, personally appeared Alexa Sewell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.

Notary Public - State of New York



IN WITNESS WHEREOF, Grantor Beneficial Owner has caused this instrument to be signed in its name.

475 Bay Street LLC \

By: _____

Print Name: _____

Title: _____

Date: _____

Grantor Beneficial Owner's Acknowledgment

STATE OF NEW YORK)

COUNTY OF Kings)

ss:

On the 20th day of October, in the year 2022, before me, the undersigned, personally appeared DONALD CAPOCCIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.

Notary Public - State of New York

KEVIN E. FULLINGTON
Notary Public, State of New York
Reg. No. 02FU6402906
Qualified in Kings County
Commission Expires 01/13/2024

IN WITNESS WHEREOF, Grantor Retail Tenant has caused this instrument to be signed in its name.

475 Bay Street Retail Owner LLC

By: 

Print Name: DONALD CAPOCCHIA

Title: Authorized Signatory Date: 10/20/22

Grantor Retail Tenant's Acknowledgment

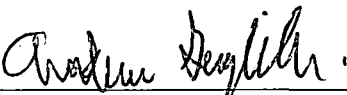
STATE OF NEW YORK)
) ss:
COUNTY OF Kings)

On the 20th day of October, in the year 2022, before me, the undersigned, personally appeared DONALD CAPOCCHIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.


Notary Public - State of New York

KEVIN E. FULLINGTON
Notary Public, State of New York
Reg. No. 02FU6402906
Qualified in Kings County
Commission Expires 01/13/2024

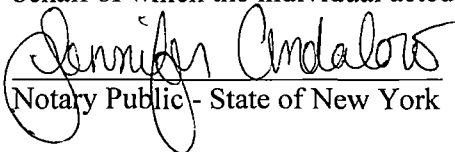
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE
PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of
Environmental Conservation as Designee of the Commissioner,

By: 
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 3rd day of November, in the year 2022 before me, the undersigned,
personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis
of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within
instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as
Designee of the Commissioner of the State of New York Department of Environmental
Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098246
Qualified in Albany County
Commission Expires January 14, 2024

SCHEDULE "A" PROPERTY DESCRIPTION

Legal Description of Environmental Easement Area:
475 Bay Street & 31 Wave Street - C243044 – Parcel A

PARCEL A:

BOROUGH OF STATEN ISLAND, BLOCK: 488, LOT: 9 AND WESTERLY PART OF LOT 164 (OR TENTATIVE LOT 9)

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

BEGINNING at a point on the easterly side of Bay Street, distant 166.50 feet northerly from the corner formed by the intersection of the easterly side of Bay Street and the northerly side of Wave Street;

RUNNING THENCE north 7 degrees 48 minutes 16 seconds west along the easterly side of Bay Street, 19.09 feet (U.S. standard) 18.94 feet (deed);

THENCE north 12 degrees 46 minutes 12 seconds east still along the easterly side of Bay Street, 160.23 feet (U.S. standard and deed);

THENCE south 77 degrees 36 minutes 05 seconds east, 280.06 feet (U.S. standard and deed) to land of the Staten Island Rapid Transit;

THENCE southerly along the westerly side of land of the Staten Island Rapid Transit on a curve to the left with a radius of 1462.69 feet, a distance of 187.46 feet (U.S. standard) 187.40 feet (deed);

THENCE north 76 degrees 48 minutes 48 seconds west 133.65 feet to a point parallel to Wave Street;

THENCE south 07 degrees 48 minutes 16 seconds east 101.05 feet to a point on the northerly side of Wave Street;

THENCE south 82 degrees 14 minutes 57 seconds west 30 feet along the northerly side of Wave Street;

THENCE north 07 degrees 48 minutes 16 seconds 112.53 feet to a point;

THENCE north 76 degrees 48 minutes 48 seconds west 151.02 feet to the easterly side of Bay Street to the point or place of BEGINNING.

Area of Parcel A = 57,124.49 sq. ft. or 1.31 acres

OFFICE OF THE RICHMOND COUNTY CLERK
130 STUYVESANT PLACE
STATEN ISLAND, NY 10301
HON. STEPHEN J. FIALA
COUNTY CLERK



RCC-215490-270459

RECORDING ENDORSEMENT PAGE

THIS ENDORSEMENT PAGE IS PART OF THE INSTRUMENT PRESENTED FOR RECORDING. THE ENDORSEMENT PAGE AND THE DOCUMENT RECORDED WITH IT HAVE BEEN PREPARED BY THE PARTIES TO THE TRANSACTION AND/OR THEIR AGENTS. THEY ARE SOLELY RESPONSIBLE FOR THE CONTENTS THEREOF. ANY QUESTIONS ABOUT THE CONTENTS SHOULD BE ADDRESSED TO THE PARTIES AND/OR THEIR AGENTS. THE PARTIES AND/OR THEIR AGENTS REQUEST THAT THIS DOCUMENT BE INDEXED ACCORDING TO THE INFORMATION THEY ARE PROVIDING ON THIS ENDORSEMENT PAGE.

DOCUMENT SUBMITTED

EASEMENT

SUBMITTED FOR RECORDING BY:

CTSY 990
EXPRESS ABSTRACT SERVICES, INC...
2047 VICTORY BOULEVARD SUITE 201
STATEN ISLAND, NY 10314

RECORD AND RETURN TO:

KEVIN A. ROGERS, ESQ.
SIVE PAGET RIESEL
560 LEXINGTON AVENUE 15TH FLOOR
NEW YORK, NY 10022

PROPERTY DATA BLOCKS: 1 LOTS: 3

BLOCK	LOT	BLOCK	LOT	BLOCK	LOT	BLOCK	LOT
488	157	488	162	488	164		

PARTIES

NAME	COMPANY	PARTY	NAME	COMPANY	PARTY
	BFC 475 RESIDENTIAL LLC	GRANTOR		PEOPLE OF THE STATE OF NEW YORK	GRANTEE

INDEXING NOTICE

THE OFFICE OF THE RICHMOND COUNTY CLERK WILL RELY UPON THE INFORMATION PROVIDED ON THIS ENDORSEMENT PAGE (INCLUDING THE SPELLING OF PARTIES' NAMES) FOR INDEXING THIS INSTRUMENT.

THIS ENDORSEMENT PAGE WILL CONTROL IN THE EVENT OF A CONFLICT BETWEEN THE ENDORSEMENT PAGE AND OTHER PARTS OF THE DOCUMENT.

PAYMENT DETAILS (NO PERSONAL CHECKS)

RECORDING FEES:	\$61.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYS RETT:	\$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYC RPT:	\$0.00	PAYABLE TO "COMMISSIONER OF FINANCE"
MORTGAGE TAX:	\$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"
TOTAL CHECK PAYMENTS TO A PAYEE IN EXCESS OF \$20,000.00 MUST BE CERTIFIED		

REVIEWED BY:

SUPERVISOR (IF REQUIRED):

[Signature] 07 DEC 2022

FOR OFFICE USE ONLY:

LAND DOC# 909636

Easement

RETT: 3246 \$0.00

RPT: 3246 \$0.00

12/07/2022 02:53:03 PM

Receipt: 31898 Fee: \$61.00

Richmond County Clerk

RECORDED IN RICHMOND COUNTY
FEES PAID

[Signature]
COUNTY CLERK

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 3rd day of November, 2022, between Owner, BFC 475 Residential LLC, having an office at 150 Myrtle Avenue, Suite 2, County of Kings, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 31 Wave Street and Wave Street in the City of Staten Island, County of Richmond and State of New York, known and designated on the tax map of the County Clerk of Richmond as tax map parcel numbers: Block 488 Lots p/o 164, 157 and 162, being the same as that property conveyed to Grantor by deed dated May 20, 2020 and recorded in the Office of the Richmond County Clerk as Land Document Number 790968. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately .24 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 26, 2022 prepared by Vincent M. Teutonico (reg. no. 050307) of Meridian Layout Inc., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of BCA Index No. Number: C243044-10-20, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Richmond County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an

interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C243044
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

BFC 475 Residential LLC:

By: _____

Print Name: _____

Title: Authorized Signatory Date: 10/20/22

Grantor's Acknowledgment

STATE OF NEW YORK)

COUNTY OF Kings) ss:

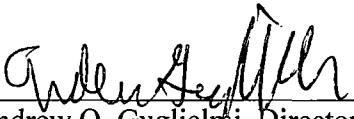
On the 20th day of October, in the year 2022 before me, the undersigned, personally appeared DONALD CAPOCCIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Notary Public - State of New York

KEVIN E. FULLINGTON
Notary Public, State of New York
Reg. No. 02FU6402906
Qualified in Kings County
Commission Expires 01/13/2024

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

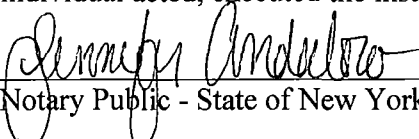
By:


Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 3rd day of November, in the year 2022 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098246
Qualified in Albany County
Commission Expires January 14, 2024

SCHEDULE "A" PROPERTY DESCRIPTION

PARCEL B:

BOROUGH OF STATEN ISLAND, BLOCK: 488, LOT: 157, 162 AND EASTERLY PART OF LOT 164 (OR TENTATIVE LOT 157)

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

BEGINNING at the point on the northerly side of Wave Street, distant 171.0 feet easterly from the corner formed by the intersection of the northerly side of Wave Street and the easterly side of Bay Street;

RUNNING THENCE north 07 degrees 48 minutes 16 seconds west 101.05 feet to a point;

RUNNING THENCE south 76 degrees 48 minutes 48 seconds east 149.76 feet to a point;

RUNNING THENCE southerly along a curve to the left having a radius of 1447.69 feet, a central angle of 0 degrees 43 minutes 10 seconds, an arc length of 18.18 feet to a point;

RUNNING THENCE south 05 degrees 12 minutes 24 seconds east 29.41 feet to a point on the northerly side of Wave Street, and running

THENCE along the northerly side of Wave Street, south 82 degrees 14 minutes 57 seconds west 137.54 feet to a point or place of BEGINNING.

Area of Parcel B = 10,330.81 sq. ft. or 0.24 acres

PARCEL A (LOT 9 AND WESTERLY PART OF LOT 164, TO BE KNOWN AS LOT 9
(OR TENTATIVE LOT 9)
475 BAY STREET, STATEN ISLAND, N.Y.

PARCEL B (PART OF LOT 164, LOT 162 AND LOT 157)
(OR TENTATIVE LOT 157)
31 WAVE STREET, STATEN ISLAND, N.Y.

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF STATEN ISLAND, COUNTY OF RICHMOND, CITY AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE NORTHERLY SIDE OF WAVE STREET, DISTANT 171.0 FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF WAVE STREET WITH THE EASTERLY SIDE OF BAY STREET;

RUNNING THENCE NORTH 07 DEGREES 48 MINUTES 16 SECONDS WEST 101.05 FEET TO A POINT;

RUNNING THENCE SOUTH 76 DEGREES 48 MINUTES 48 SECONDS EAST 149.76 FEET TO A POINT;

RUNNING THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1447.69 FEET, A CENTRAL ANGLE OF 0 DEGREES 43 MINUTES 10 SECONDS, AN ARC LENGTH OF 18.18 FEET TO A POINT;

RUNNING THENCE SOUTH 05 DEGREES 12 MINUTES 24 SECONDS EAST 29.41 FEET TO A POINT ON THE NORTHERLY SIDE OF WAVE STREET, AND RUNNING

THENCE ALONG THE NORTHERLY SIDE OF WAVE STREET, SOUTH 82 DEGREES 14 MINUTES 57 SECONDS WEST 137.54 FEET TO A POINT OR PLACE OF BEGINNING.

AREA OF PARCEL B = 10,330.81 SQ.FT. = 0.24 ACRES

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF STATION ISLAND, COUNTY OF RICHMOND, CITY AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF BAY STREET, DISTANT 166.50 FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF BAY STREET AND THE NORTHERLY SIDE OF WAVE STREET;

RUNNING THENCE NORTH 7 DEGREES 48 MINUTES 16 SECONDS WEST ALONG THE EASTERLY SIDE OF BAY STREET, 19.09 FEET (U.S. STANDARD) 18.94 FEET (DEED);

THENCE NORTH 12 DEGREES 46 MINUTES 12 SECONDS EAST STILL ALONG THE EASTERLY SIDE OF BAY STREET, 160.23 FEET (U.S. STANDARD AND DEED);

THENCE SOUTH 77 DEGREES 36 MINUTES 05 SECONDS EAST, 280.06 FEET (U.S. STANDARD AND DEED) TO LAND OF THE STATEN ISLAND RAPID TRANSIT;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF LAND OF THE STATEN ISLAND RAPID TRANSIT ON A CURVE TO THE LEFT WITH A RADIUS OF 1462.69 FEET, A DISTANCE OF 187.46 FEET (U.S. STANDARD) 187.40 FEET (DEED);

RUNNING THENCE SOUTH 76 DEGREES 48 MINUTES 48 SECONDS EAST 16.11 FEET TO A POINT;

RUNNING THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1447.69 FEET, A CENTRAL ANGLE OF 0 DEGREES 43 MINUTES 10 SECONDS, AN ARC LENGTH OF 18.18 FEET TO A POINT;

RUNNING THENCE SOUTH 05 DEGREES 12 MINUTES 24 SECONDS EAST 29.41 FEET TO A POINT ON THE NORTHERLY SIDE OF WAVE STREET, AND RUNNING

THENCE ALONG THE NORTHERLY SIDE OF WAVE STREET, SOUTH 82 DEGREES 14 MINUTES 57 SECONDS WEST 167.54 FEET TO A POINT;

THENCE NORTH 07 DEGREES 48 MINUTES 16 SECONDS 112.53 FEET TO A POINT;

THENCE NORTH 76 DEGREES 48 MINUTES 48 SECONDS WEST 151.02 FEET TO THE EASTERLY SIDE OF BAY STREET TO THE POINT OR PLACE OF BEGINNING.

AREA OF ENVIRONMENTAL EASEMENT = 67,455.3 SQ.FT. = 1.55 ACRES

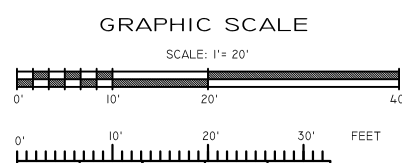


MERIDIAN
LAYOUT INC

3280 SUNRISE HWY, SUITE 341
WANTAGH, NY 11793

TEL. 516-787-3299

NOTE. Unauthorized alterations or additions to this survey is a violation of section 7209 of the New York State education law. Copies of this survey map not bearing the land surveyor's inked seal or embossed seal shall not be considered to be a valid true copy. Guarantees or certifications indicated hereon shall run only to the person for whom the survey is prepared, and on his behalf to the title company, government agency and lending institution listed hereon, and to the successors of the lending institution. Guarantees or certification are not transferable to additional institutions or subsequent owners.



	TREE		HYDRANT		WATER VALVE		CATCH BASIN		LIGHT POST		WATER MANHOLE		TELEPHONE	EL ELEVATION	BC-ON BOTTOM OF CURB	LG-LEGAL GRADE	CD-CELLAR DRAIN	ENT-ENTRANCE	CL-CLEAR
	ELECTRIC		UTILITY POLE		TRAFFIC SIGN		GAS VALVE		PARKING METER		ELECTRIC MANHOLE		SEWER MANHOLE	TC-ON TOP OF CURB	CL-ON CENTER OF ROAD	LA LOW AREA	FE-FEELER ESCAPE	RT-RIGHT OF WAY	NIS NOT TO SCALE

LEGEND

Appendix B
Institutional Control Certification Form



Enclosure 2
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form



Site Details

Box 1

Site No. C243044

Site Name 475 Bay Street and 31 Wave Street

Site Address: 475 BAY STREET AND 31 WAVE STREET

Zip Code: 10304

City/Town: Staten Island

County: Richmond

Site Acreage: 1.550

Reporting Period: to February 28, 2024

YES NO

1. Is the information above correct?

☒ ☐

If NO, include handwritten above or on a separate sheet.

2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period?

☒ ☐

3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))?

☐ ☒

4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period?

☐ ☒

If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.

5. Is the site currently undergoing development?

☒ ☐

Box 2

YES NO

6. Is the current site use consistent with the use(s) listed below?

☒ ☐

Restricted-Residential, Commercial, and Industrial

7. Are all ICs in place and functioning as designed?

☒ ☐

IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative

Date

Box 2A

YES NO

8. Has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid? ☐ ☒

If you answered YES to question 8, include documentation or evidence that documentation has been previously submitted with this certification form.

9. Are the assumptions in the Qualitative Exposure Assessment still valid?
(The Qualitative Exposure Assessment must be certified every five years)

☒ ☐

If you answered NO to question 9, the Periodic Review Report must include an updated Qualitative Exposure Assessment based on the new assumptions.

SITE NO. C243044**Box 3****Description of Institutional Controls**

<u>Parcel</u>	<u>Owner</u>	<u>Institutional Control</u>
488-157	BFC 475 Residential LLC	Ground Water Use Restriction Soil Management Plan Landuse Restriction Site Management Plan IC/EC Plan
488-162	BFC 475 Residential LLC	Soil Management Plan Landuse Restriction Site Management Plan IC/EC Plan Ground Water Use Restriction
488-164	BFC 475 Residential LLC	Site Management Plan Ground Water Use Restriction Soil Management Plan Landuse Restriction IC/EC Plan
488-9	475 Bay Street Housing Development Fund	Ground Water Use Restriction Soil Management Plan Landuse Restriction Site Management Plan IC/EC Plan

Box 4**Description of Engineering Controls**

None Required

Not Applicable/No EC's

Box 5 is Not Applicable**Periodic Review Report (PRR) Certification Statements**

1. I certify by checking "YES" below that:

a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the Engineering Control certification;

b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and complete.

YES NO

☐☐

2. For each Engineering control listed in Box 4, I certify by checking "YES" below that all of the following statements are true:

(a) The Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

(b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

(c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

(d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

(e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES NO

☐☐

**IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and
DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.**

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative

Date

**IC CERTIFICATIONS
SITE NO. C243044**

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 1,2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Donald Capoccia at 475 Bay Street LLC
print name print business address
150 Myrtle Avenue, Suite 2
Brooklyn, New York 11201

am certifying as Owner (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.



Signature of Owner, Remedial Party, or Designated Representative
Rendering Certification

6/17/24

Date

Appendix C

Site Inspection Forms

SITE INSPECTION CHECKLIST

Site Name: 475 Bay Street and 31 Wave Street Location: Staten Island, New York Project Number: 170610601
 Inspector Name: Caroline Devin Date: 3/20/2024 Weather Conditions: 40-50sF, Sunny
 Reason for Inspection (i.e., routine, severe condition, etc.): Routine

Check one of the following:
 (Y: Yes N: No N/A: Not Applicable)

		Y	N	N/A	Normal Situation	Remarks
	General					
1	What are the current site conditions?	-	-	-	X	
2	Are all applicable site records (e.g., documentation of construction activity, SMD system maintenance and repair, most current easement, etc.) complete and up to date?				X	
	Environmental Easement					
3	Has site use (restricted residential) remained the same?	X				
4	Does it appear that all environmental easement restrictions have been followed?	X				
	Impermeable Cap					
5	Are there any indications of a breach in the capping system at the time of this inspection?		X			
6	Are there any cracks in the building slabs?		X			
7	Are there any cracks in the building walls?		X			
8	Is there any construction activity, or indication of any construction activity within the past certification year (including any tenant improvements), that included the breaching of the capping system, on-site at the time of this inspection?		X			
9	If YES to number 7, is there documentation that the Soil Management Plan, HASP, and CAMP for the site was/is being followed?			X		

***** If the answer to any of the above questions indicate non-compliance with any Institutional Controls/Engineering Controls (ICs/ECs) for the site, additional remarks must be provided and, where applicable, documentation attached to this checklist detailing additional inspection and repair activities.**

Additional remarks: _____

Minimum Inspection Schedule:

- Site-wide inspections will be conducted annually, per certification year, at a minimum.
- Additional inspections will also be conducted at times of severe weather condition events.
- All inspection events will use this checklist.

Summary of Green Remediation Metrics for Site Management

Site Name: 475 Bay Street and 31 Wave Street Site Code: C243044
Address: 475 Bay Street City: Staten Island
State: NY Zip Code: 10304 County: Richmond County

Initial Report Period (Start Date of period covered by the Initial Report submittal)

Start Date: December 23, 2022

Current Reporting Period

Reporting Period From: December 23, 2022 To: February 28, 2024

Contact Information

Preparer's Name: Caroline Devin Phone No.: 212-479-5400
Preparer's Affiliation: Langan Engineering

I. Energy Usage: Quantify the amount of energy used directly on-site and the portion of that derived from renewable energy sources.

	Current Reporting Period	Total to Date
Fuel Type 1 (e.g. natural gas (cf))	Electric	N/A
Fuel Type 2 (e.g. fuel oil, propane (gals))	Natural Gas	N/A
Electricity (kWh)	N/A	N/A
Of that Electric usage, provide quantity:	N/A	N/A
Derived from renewable sources (e.g. solar, wind)	N/A	N/A

Other energy sources (e.g. geothermal, solar thermal (Btu))	N/A	N/A
--	-----	-----

Provide a description of all energy usage reduction programs for the site in the space provided on Page 5.

II. Solid Waste Generation: Quantify the management of solid waste generated on-site.

	Current Reporting Period (tons)	Total to Date (tons)
Total waste generated on-site	N/A	N/A
OM&M generated waste	N/A	N/A
Of that total amount, provide quantity:	N/A	N/A
Transported off-site to landfills	N/A	N/A
Transported off-site to other disposal facilities	N/A	N/A
Transported off-site for recycling/reuse	N/A	N/A
Reused on-site	N/A	N/A

Provide a description of any implemented waste reduction programs for the site in the space provided on Page 5.

III. Transportation/Shipping: Quantify the distances travelled for delivery of supplies, shipping of laboratory samples, and the removal of waste.

	Current Reporting Period (miles)	Total to Date (miles)
Standby Engineer/Contractor	N/A	N/A
Laboratory Courier/Delivery Service	N/A	N/A
Waste Removal/Hauling	N/A	N/A

Provide a description of all mileage reduction programs for the site in the space provided on Page 5. Include specifically any local vendor/services utilized that are within 50 miles of the site.

IV. Water Usage: Quantify the volume of water used on-site from various sources.

	Current Reporting Period (gallons)	Total to Date (gallons)
Total quantity of water used on-site	N/A	N/A
Of that total amount, provide quantity:	N/A	N/A
Public potable water supply usage	N/A	N/A
Surface water usage	N/A	N/A
On-site groundwater usage	N/A	N/A
Collected or diverted storm water usage	N/A	N/A

Provide a description of any implemented water consumption reduction programs for the site in the space provided on Page 5.

V. Land Use and Ecosystems: Quantify the amount of land and/or ecosystems disturbed and the area of land and/or ecosystems restored to a pre-development condition (i.e. Green Infrastructure).

	Current Reporting Period (acres)	Total to Date (acres)
Land disturbed	N/A	N/A
Land restored	N/A	N/A

Provide a description of any implemented land restoration/green infrastructure programs for the site in the space provided on Page 5.

Description of green remediation programs reported above

(Attach additional sheets if needed)

Energy Usage:

Electric and natural gas

Waste Generation:

N/A

Transportation/Shipping:

N/A

Water usage:

N/A

Land Use and Ecosystems:

N/A

Other:

N/A

Appendix D

Photograph Log



Photo 1: General view of the site.

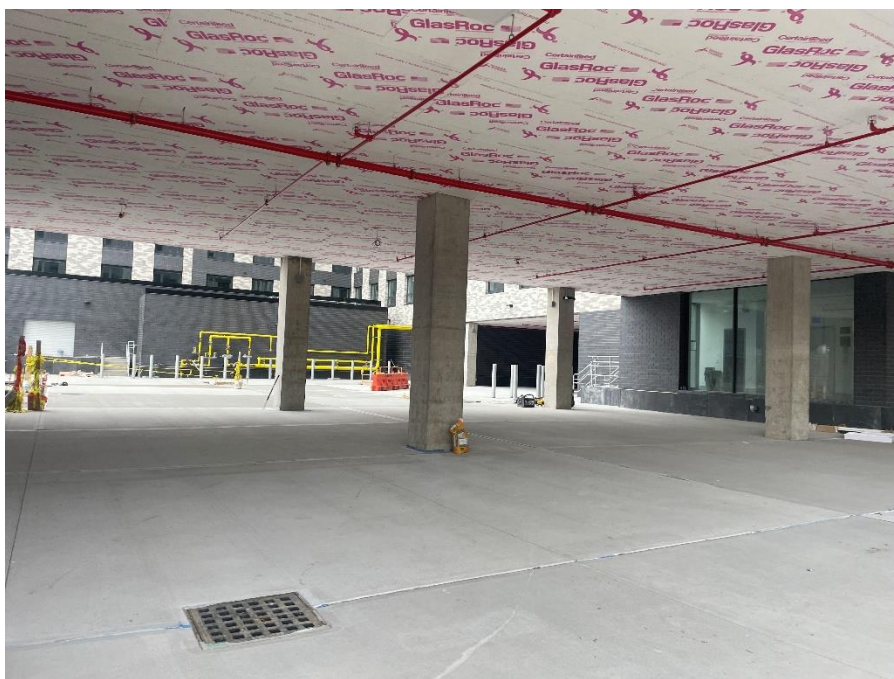


Photo 2: Surface cover in the central part of the site.



Photo 3: Surface cover in the western part of the site.



Photo 4: Surface cover in the southeastern part of the site.



Photo 5: View of New York State Department of Environmental Conservation (NYSDEC)-approved imported recycled concrete aggregate (RCA) stockpile in the southwestern part of the site.



Photo 6: Surface cover in the western part of the site.



Photo 7: Surface cover in the western part of the site.



Photo 8: Surface cover on the first floor in the central part of the site.



Photo 9: Surface on the first floor in the eastern part of the site.

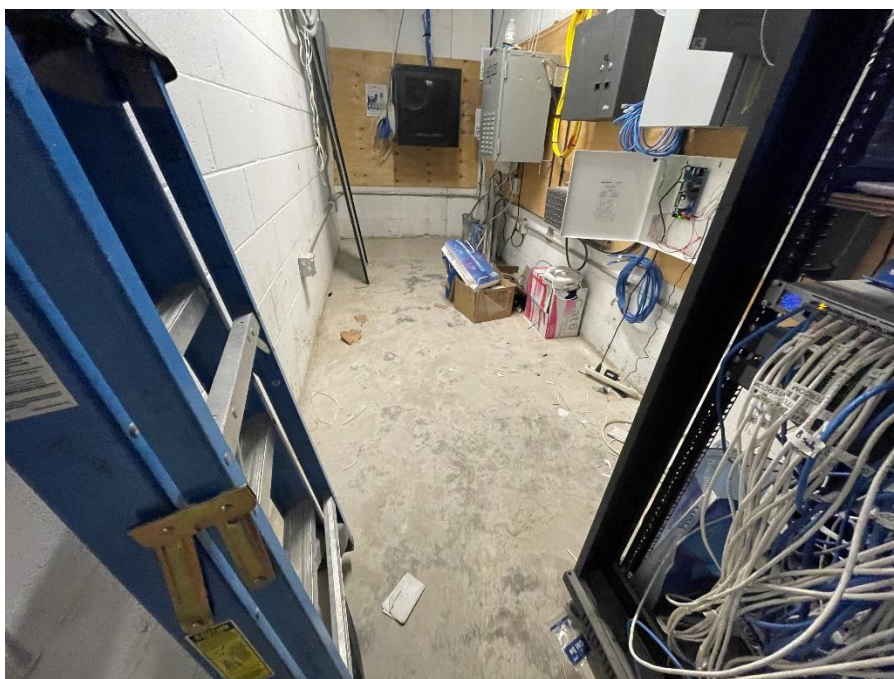


Photo 10: Surface cover in the mechanical room of the site.

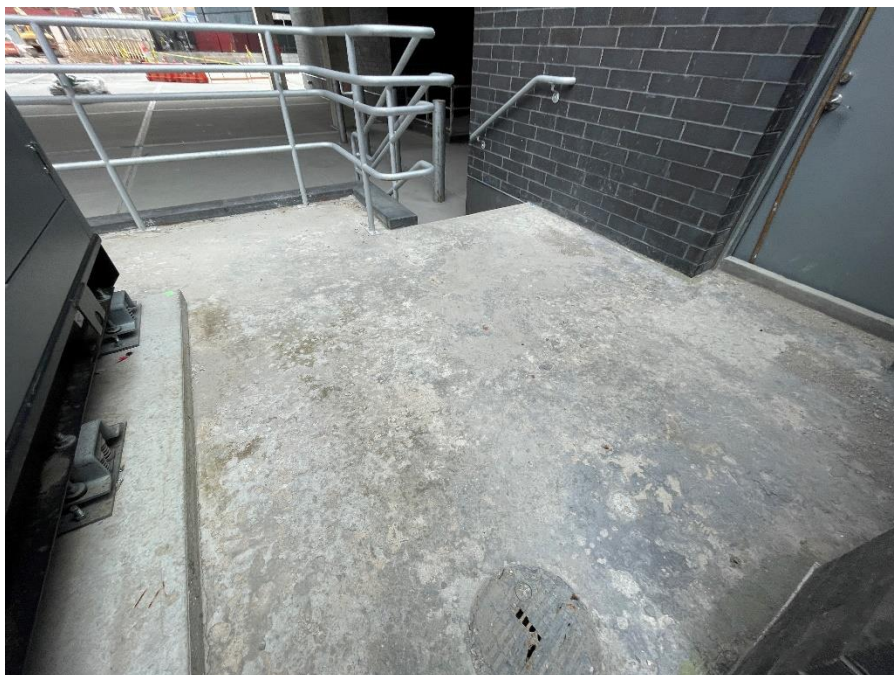


Photo 11: View of surface cover in the southern part of the site.