Appendix A

City and State Assessment Forms

A.1 CEQR EAS Long Form
A.2 New York State Coastal Assessment Form
A.3 New York City Waterfront Revitalization Program Consistency Assessment Form

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A.1 CEQR EAS Long Form
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City Environmental Quality Review
ENVIRONMENTAL ASSESSMENT STATEMENT (EAS) FULL FORM

Please fill out and submit to the appropriate agency (see instructions)

Part I: GENERAL INFORMATION

PROJECT NAME Steiner Studios Media Campus

1. *Reference Numbers*

CEQR REFERENCE NUMBER (to be assigned by lead agency)	BSA REFERENCE NUMBER (if applicable)
ULURP REFERENCE NUMBER (if applicable)	OTHER REFERENCE NUMBER(S) (if applicable) (*e.g.*, legislative intro, CAPA)

2a. *Lead Agency Information*			**2b. *Applicant Information***		
NAME OF LEAD AGENCY New York State Urban Development Corporation d/b/a Empire State Development			NAME OF APPLICANT BNY Campus Associates, LLC		
NAME OF LEAD AGENCY CONTACT PERSON ,Soo Kang			NAME OF APPLICANT'S REPRESENTATIVE OR CONTACT PERSON Rose Karon Tilley, Project Manager		
ADDRESS 633 Third Avenue			ADDRESS 15 Washington Avenue		
CITY New York	STATE NY	ZIP 10017	CITY Brooklyn	STATE NY	ZIP 11205
TELEPHONE (212)803-3253	EMAIL skang@esd.ny.gov		TELEPHONE (718)858-1600	EMAIL rtilley@steinernyc.com	

3. *Action Classification and Type*

SEQRA Classification

☐ UNLISTED ☒ TYPE I: Specify Category (see 6 NYCRR 617.4 and NYC Executive Order 91 of 1977, as amended):

Action Type (refer to Chapter 2, "Establishing the Analysis Framework" for guidance)

☒ LOCALIZED ACTION, SITE SPECIFIC ☐ LOCALIZED ACTION, SMALL AREA ☐ GENERIC ACTION

4. *Project Description*

Steiner Studios (the Project Sponsor), working with the Brooklyn Navy Yard Development Corporation (BNYDC), has developed an expansion plan for the future development of a "Media Campus" at the Brooklyn Navy Yard Naval Annex, as well as future development in portions of the Navy Yard around the Naval Annex. The Project Sponsor has applied for financial incentives from the New York State Urban Development Corporation d/b/a Empire State Development (ESD) to help fund some of the key infrastructure improvements needed to implement the Media Campus development inside the Naval Annex and to implement related development that would occur in areas outside the Naval Annex (BNYDC will receive the ESD funding for the Proposed Action and will distribute the funds to Steiner Studios). The approval of the funding by ESD for infrastructure improvements would facilitate the development of the Media Campus, which would consist of approximately 350,000 SF of floor area inside the Naval Annex. Outside the Naval Annex, the ESD funding for infrastructure improvements would facilitate the development of a new 70,000 SF "Back Lot." In addition, the Project Sponsor intends to seek financial incentives from ESD in the future for the development of a 250,000 SF Kent Avenue Parking Structure that is envisioned for the area outside the Naval Annex. The remaining development outside of the Naval Annex envisioned as part of the Steiner Studios Media Campus plan would not need infrastructure improvements or depend on funding from ESD.

The proposed Media Campus potentially would include academic uses related to film production, which are not permitted within the M3-1 zoning district in which the project site is located. To allow for such uses, the project sponsor would pursue either a zoning text amendment from the New York City Planning Commission or a zoning override from the Office of the Mayor for Housing and Economic Development at the time that specific plans have been developed. Since future city actions are anticipated to allow academic uses on the project site, this CEQR EAS Long Form has been completed to show that the analysis of the proposed action has been done pursuant to CEQR .

Project Location

BOROUGH Brooklyn	COMMUNITY DISTRICT(S) 2	STREET ADDRESS Brooklyn Navy Yard
TAX BLOCK(S) AND LOT(S) Block 2023, p/o Lots 1 and 150		ZIP CODE 11251

DESCRIPTION OF PROPERTY BY BOUNDING OR CROSS STREETS Kent Ave, Flushing Avenue, Assembly Road, Clinton Avenue and Williamsburg Street West

EXISTING ZONING DISTRICT, INCLUDING SPECIAL ZONING DISTRICT DESIGNATION, IF ANY M3-1 | ZONING SECTIONAL MAP NUMBER 12d

5. *Required Actions or Approvals* (check all that apply)

***City Planning Commission*:** ☒ YES ☐ NO ☒ UNIFORM LAND USE REVIEW PROCEDURE (ULURP)

☐ CITY MAP AMENDMENT
☐ ZONING MAP AMENDMENT
☒ ZONING TEXT AMENDMENT
☐ SITE SELECTION—PUBLIC FACILITY
☐ HOUSING PLAN & PROJECT
☐ SPECIAL PERMIT (if appropriate, specify type: ☐ modification; ☐ renewal; ☐ other); EXPIRATION DATE:
☐ ZONING CERTIFICATION
☐ ZONING AUTHORIZATION
☐ ACQUISITION—REAL PROPERTY
☐ DISPOSITION—REAL PROPERTY
☐ OTHER, explain:
☐ CONCESSION
☐ UDAAP
☐ REVOCABLE CONSENT
☐ FRANCHISE

SPECIFY AFFECTED SECTIONS OF THE ZONING RESOLUTION ZR Section 42-10

***Board of Standards and Appeals*:** ☐ YES ☒ NO

☐ VARIANCE (use)
☐ VARIANCE (bulk)
☐ SPECIAL PERMIT (if appropriate, specify type: ☐ modification; ☐ renewal; ☐ other); EXPIRATION DATE:

SPECIFY AFFECTED SECTIONS OF THE ZONING RESOLUTION

***Department of Environmental Protection*:** ☐ YES ☒ NO If "yes," specify:

Other City Approvals Subject to CEQR (check all that apply)

☐ LEGISLATION
☐ RULEMAKING
☐ CONSTRUCTION OF PUBLIC FACILITIES
☐ 384(b)(4) APPROVAL
☒ OTHER, explain: Zoning Override (ZR Section 42-10)
☐ FUNDING OF CONSTRUCTION, specify:
☐ POLICY OR PLAN, specify:
☐ FUNDING OF PROGRAMS, specify:
☐ PERMITS, specify:

Other City Approvals Not Subject to CEQR (check all that apply)

☐ PERMITS FROM DOT'S OFFICE OF CONSTRUCTION MITIGATION AND COORDINATION (OCMC)
☒ LANDMARKS PRESERVATION COMMISSION APPROVAL
☐ OTHER, explain:

***State or Federal Actions/Approvals/Funding*:** ☒ YES ☐ NO If "yes," specify: Funding from the New York State Urban Development Corporation d/b/a Empire State Development (ESD)

6. *Site Description:* *The directly affected area consists of the project site and the area subject to any change in regulatory controls. Except where otherwise indicated, provide the following information with regard to the directly affected area.*

***Graphics*:** *The following graphics must be attached and each box must be checked off before the EAS is complete. Each map must clearly depict the boundaries of the directly affected area or areas and indicate a 400-foot radius drawn from the outer boundaries of the project site. Maps may not exceed 11 x 17 inches in size and, for paper filings, must be folded to 8.5 x 11 inches.*

☒ SITE LOCATION MAP
☒ TAX MAP
☒ PHOTOGRAPHS OF THE PROJECT SITE TAKEN WITHIN 6 MONTHS OF EAS SUBMISSION AND KEYED TO THE SITE LOCATION MAP
☒ ZONING MAP
☐ FOR LARGE AREAS OR MULTIPLE SITES, A GIS SHAPE FILE THAT DEFINES THE PROJECT SITE(S)
☒ SANBORN OR OTHER LAND USE MAP

Physical Setting (both developed and undeveloped areas)

Total directly affected area (sq. ft.): Appx. 25 acres
Roads, buildings, and other paved surfaces (sq. ft.): Appx. 12.5 acres
Waterbody area (sq. ft.) and type: n/a
Other, describe (sq. ft.): Appx. 12.5 acres grass/softscape

7. *Physical Dimensions and Scale of Project* (if the project affects multiple sites, provide the total development facilitated by the action)

SIZE OF PROJECT TO BE DEVELOPED (gross square feet): Appx. 420,000 SF, plus 250,000 SF parking structure

NUMBER OF BUILDINGS: 15

GROSS FLOOR AREA OF EACH BUILDING (sq. ft.): See Chapter 2.0, "Project Description" of EIS for Proposed Project.

HEIGHT OF EACH BUILDING (ft.): Varies (between 20-50 feet)

NUMBER OF STORIES OF EACH BUILDING: Varies (between 1 and 5)

Does the proposed project involve changes in zoning on one or more sites? ☐ YES ☒ NO

If "yes," specify: The total square feet owned or controlled by the applicant:
The total square feet not owned or controlled by the applicant:

Does the proposed project involve in-ground excavation or subsurface disturbance, including, but not limited to foundation work, pilings, utility lines, or grading? ☒ YES ☐ NO

If "yes," indicate the estimated area and volume dimensions of subsurface disturbance (if known):

AREA OF TEMPORARY DISTURBANCE: TBD sq. ft. (width x length)
VOLUME OF DISTURBANCE: TBD cubic ft. (width x length x depth)
AREA OF PERMANENT DISTURBANCE: TBD sq. ft. (width x length)

8. *Analysis Year* CEQR Technical Manual Chapter 2			
ANTICIPATED BUILD YEAR (date the project would be completed and operational): 2027			
ANTICIPATED PERIOD OF CONSTRUCTION IN MONTHS: 144			
WOULD THE PROJECT BE IMPLEMENTED IN A SINGLE PHASE? ☐ YES	☐ NO	IF MULTIPLE PHASES, HOW MANY? TBD	
BRIEFLY DESCRIBE PHASES AND CONSTRUCTION SCHEDULE: **The Steiner Studios plan envisions an expansion into the Naval Annex and the area around the Naval Annex occurring over a period over 12 years. See Chapter 3.19 ("Construction Imapcts")of the EIS prepared for the proposed project.			
9. *Predominant Land Use in the Vicinity of the Project* (check all that apply)			
☐ RESIDENTIAL	☐ MANUFACTURING	☐ COMMERCIAL	☐ PARK/FOREST/OPEN SPACE
☒ OTHER, specify: Transportation/utility, industrial/manufacturing, commercial, multi-family residential, vacant			

DESCRIPTION OF EXISTING AND PROPOSED CONDITIONS

The information requested in this table applies to the directly affected area. The directly affected area consists of the project site and the area subject to any change in regulatory control. The increment is the difference between the No-Action and the With-Action conditions.

	EXISTING CONDITION	NO-ACTION CONDITION	WITH-ACTION CONDITION	INCREMENT
LAND USE				
Residential	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	
If "yes," specify the following:				
Describe type of residential structures				
No. of dwelling units				
No. of low-to moderate-income units				
Gross floor area (sq. ft.)				
Commercial	☐ YES ☒ NO	☐ YES ☒ NO	☒ YES ☐ NO	
If "yes," specify the following:				
Describe type (retail, office, other)			Production studio area, including Naval Annex and Backlot areas	Production studio area, including Naval Annex and Backlot areas
Gross floor area (sq. ft.)			315,000	315,000
Manufacturing/Industrial	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	
If "yes," specify the following:				
Type of use				
Gross floor area (sq. ft.)				
Open storage area (sq. ft.)				
If any unenclosed activities, specify:				
Community Facility	☐ YES ☒ NO	☐ YES ☒ NO	☒ YES ☐ NO	
If "yes," specify the following:				
Type			Academic facilities	Academic facilities
Gross floor area (sq. ft.)			105,000	105,000
Vacant Land	☒ YES ☐ NO	☒ YES ☐ NO	☐ YES ☒ NO	
If "yes," describe:	Vacant land and unused buildings in decommissioned Navy Yard	Vacant land and unused buildings in decommissioned Navy Yard		
Publicly Accessible Open Space	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	
If "yes," specify type (mapped City, State, or Federal parkland, wetland—mapped or otherwise known, other):				
Other Land Uses	☒ YES ☐ NO	☒ YES ☐ NO	☐ YES ☒ NO	
If "yes," describe:	Paved open surface areas used for storage and parking	Paved open surface areas used for storage and parking		
PARKING				
Garages	☐ YES ☒ NO	☐ YES ☒ NO	☒ YES ☐ NO	
If "yes," specify the following:				
No. of public spaces			0	
No. of accessory spaces			Appx. 650	Appx. 650
Operating hours			TBD	
Attended or non-attended			Non-attended	
Lots	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	
If "yes," specify the following:				
No. of public spaces				
No. of accessory spaces				
Operating hours				
Other (includes street parking)	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	

	EXISTING CONDITION	NO-ACTION CONDITION	WITH-ACTION CONDITION	INCREMENT
If "yes," describe:				
POPULATION				
Residents	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	
If "yes," specify number:				
Briefly explain how the number of residents was calculated:				
Businesses	☐ YES ☒ NO	☐ YES ☒ NO	☒ YES ☐ NO	
If "yes," specify the following:				
No. and type			1,063 media campus employees	1,063 media campus employees
No. and type of workers by business				
No. and type of non-residents who are not workers				
Briefly explain how the number of businesses was calculated:	Information estimated by project sponsor			
Other (students, visitors, concert-goers, *etc.*)	☐ YES ☒ NO	☐ YES ☐ NO	☒ YES ☐ NO	
If any, specify type and number:			700 students	700 students
Briefly explain how the number was calculated:	Information estimated by project sponsor			
ZONING				
Zoning classification	M3-1	M3-1	M3-1	
Maximum amount of floor area that can be developed	FAR 2.0	FAR 2.0	FAR 2.0	
Predominant land use and zoning classifications within land use study area(s) or a 400 ft. radius of proposed project	Transportation/utility, industrial/ manufacturing, commercial, multi-family residential, vacant; M3-1, M1-2, R6, R7-1, R7X	Transportation/utility, industrial/ manufacturing, commercial, multi-family residential, vacant; M3-1, M1-2, R6, R7-1, R7X	Transportation/utility, industrial/ manufacturing, commercial, multi-family residential, vacant; M3-1, M1-2, R6, R7-1, R7X	

Attach any additional information that may be needed to describe the project.

If your project involves changes that affect one or more sites not associated with a specific development, it is generally appropriate to include total development projections in the above table and attach separate tables outlining the reasonable development scenarios for each site.

Part II: TECHNICAL ANALYSIS

INSTRUCTIONS: For each of the analysis categories listed in this section, assess the proposed project's impacts based on the thresholds and criteria presented in the CEQR Technical Manual. Check each box that applies.

- If the proposed project can be demonstrated not to meet or exceed the threshold, check the "no" box.
- If the proposed project will meet or exceed the threshold, or if this cannot be determined, check the "yes" box.
- For each "yes" response, provide additional analyses (and, if needed, attach supporting information) based on guidance in the CEQR Technical Manual to determine whether the potential for significant impacts exists. Please note that a "yes" answer does not mean that an EIS must be prepared—it means that more information may be required for the lead agency to make a determination of significance.
- The lead agency, upon reviewing Part II, may require an applicant to provide additional information to support the Full EAS Form. For example, if a question is answered "no," an agency may request a short explanation for this response.

	YES	NO
1. *LAND USE, ZONING, AND PUBLIC POLICY*: CEQR Technical Manual Chapter 4		
(a) Would the proposed project result in a change in land use different from surrounding land uses?	☒	☐
(b) Would the proposed project result in a change in zoning different from surrounding zoning?	☐	☒
(c) Is there the potential to affect an applicable public policy?	☐	☒
(d) If "yes," to (a), (b), and/or (c), complete a preliminary assessment and attach. See Ch. 3.1 of EIS		
(e) Is the project a large, publicly sponsored project?	☒	☐
○ If "yes," complete a PlaNYC assessment and attach. See Ch. 3.1 of EIS		
(f) Is any part of the directly affected area within the City's Waterfront Revitalization Program boundaries?	☒	☐
○ If "yes," complete the Consistency Assessment Form. See Ch. 3.1 of EIS		
2. *SOCIOECONOMIC CONDITIONS*: CEQR Technical Manual Chapter 5		
(a) Would the proposed project:		
○ Generate a net increase of more than 200 residential units *or* 200,000 square feet of commercial space?	☒	☐
▪ If "yes," answer *both* questions 2(b)(ii) and 2(b)(iv) below.		
○ Directly displace 500 or more residents?	☐	☒
▪ If "yes," answer questions 2(b)(i), 2(b)(ii), and 2(b)(iv) below.		
○ Directly displace more than 100 employees?	☐	☒
▪ If "yes," answer questions under 2(b)(iii) and 2(b)(iv) below.		
○ Affect conditions in a specific industry?	☐	☒
▪ If "yes," answer question 2(b)(v) below.		
(b) If "yes" to any of the above, attach supporting information to answer the relevant questions below. If "no" was checked for each category above, the remaining questions in this technical area do not need to be answered.		
i. Direct Residential Displacement		
○ If more than 500 residents would be displaced, would these residents represent more than 5% of the primary study area population?	☐	☐
○ If "yes," is the average income of the directly displaced population markedly lower than the average income of the rest of the study area population?	☐	☐
ii. Indirect Residential Displacement		
○ Would expected average incomes of the new population exceed the average incomes of study area populations?	☐	☐
○ If "yes:"		
▪ Would the population of the primary study area increase by more than 10 percent?	☐	☐
▪ Would the population of the primary study area increase by more than 5 percent in an area where there is the potential to accelerate trends toward increasing rents?	☐	☐
○ If "yes" to either of the preceding questions, would more than 5 percent of all housing units be renter-occupied and unprotected?	☐	☐
iii. Direct Business Displacement		
○ Do any of the displaced businesses provide goods or services that otherwise would not be found within the trade area, either under existing conditions or in the future with the proposed project?	☐	☒
○ Is any category of business to be displaced the subject of other regulations or publicly adopted plans to preserve,	☐	☒

	YES	NO
enhance, or otherwise protect it?		
iv. Indirect Business Displacement		
○ Would the project potentially introduce trends that make it difficult for businesses to remain in the area?	☐	☒
○ Would the project capture retail sales in a particular category of goods to the extent that the market for such goods would become saturated, potentially resulting in vacancies and disinvestment on neighborhood commercial streets?	☐	☒
v. Effects on Industry		
○ Would the project significantly affect business conditions in any industry or any category of businesses within or outside the study area?	☐	☐
○ Would the project indirectly substantially reduce employment or impair the economic viability in the industry or category of businesses?	☐	☐
3. *COMMUNITY FACILITIES*: CEQR Technical Manual Chapter 6		
(a) Direct Effects		
○ Would the project directly eliminate, displace, or alter public or publicly funded community facilities such as educational facilities, libraries, health care facilities, day care centers, police stations, or fire stations?	☐	☒
(b) Indirect Effects		
i. Child Care Centers		
○ Would the project result in 20 or more eligible children under age 6, based on the number of low or low/moderate income residential units? (See Table 6-1 in Chapter 6)	☐	☒
○ If "yes," would the project result in a collective utilization rate of the group child care/Head Start centers in the study area that is greater than 100 percent?	☐	☐
○ If "yes," would the project increase the collective utilization rate by 5 percent or more from the No-Action scenario?	☐	☐
ii. Libraries		
○ Would the project result in a 5 percent or more increase in the ratio of residential units to library branches? (See Table 6-1 in Chapter 6)	☐	☒
○ If "yes," would the project increase the study area population by 5 percent or more from the No-Action levels?	☐	☐
○ If "yes," would the additional population impair the delivery of library services in the study area?	☐	☐
iii. Public Schools		
○ Would the project result in 50 or more elementary or middle school students, or 150 or more high school students based on number of residential units? (See Table 6-1 in Chapter 6)	☐	☒
○ If "yes," would the project result in a collective utilization rate of the elementary and/or intermediate schools in the study area that is equal to or greater than 100 percent?	☐	☐
○ If "yes," would the project increase this collective utilization rate by 5 percent or more from the No-Action scenario?	☐	☐
iv. Health Care Facilities		
○ Would the project result in the introduction of a sizeable new neighborhood?	☐	☒
○ If "yes," would the project affect the operation of health care facilities in the area?	☐	☐
v. Fire and Police Protection		
○ Would the project result in the introduction of a sizeable new neighborhood?	☐	☒
○ If "yes," would the project affect the operation of fire or police protection in the area?	☐	☐
4. *OPEN SPACE*: CEQR Technical Manual Chapter 7		
(a) Would the project change or eliminate existing open space?	☐	☒
(b) Is the project located within an under-served area in the Bronx, Brooklyn, Manhattan, Queens, or Staten Island?	☐	☒
(c) If "yes," would the project generate more than 50 additional residents or 125 additional employees?	☐	☐
(d) Is the project located within a well-served area in the Bronx, Brooklyn, Manhattan, Queens, or Staten Island?	☐	☒
(e) If "yes," would the project generate more than 350 additional residents or 750 additional employees?	☐	☐
(f) If the project is located in an area that is neither under-served nor well-served, would it generate more than 200 additional residents or 500 additional employees?	☒	☐
(g) If "yes" to questions (c), (e), or (f) above, attach supporting information to answer the following:		
○ If in an under-served area, would the project result in a decrease in the open space ratio by more than 1 percent?	☐	☐
○ If in an area that is not under-served, would the project result in a decrease in the open space ratio by more than 5	☒	☐

	YES	NO
percent?		
○ If "yes," are there qualitative considerations, such as the quality of open space, that need to be considered? Please specify: See Chapter 3.4 of EIS for proposed project.	☒	☐
5. *SHADOWS*: CEQR Technical Manual Chapter 8		
(a) Would the proposed project result in a net height increase of any structure of 50 feet or more?	☒	☐
(b) Would the proposed project result in any increase in structure height and be located adjacent to or across the street from a sunlight-sensitive resource?	☒	☐
(c) If "yes" to either of the above questions, attach supporting information explaining whether the project's shadow would reach any sunlight-sensitive resource at any time of the year. See Ch. 3.5 of EIS		
6. *HISTORIC AND CULTURAL RESOURCES*: CEQR Technical Manual Chapter 9		
(a) Does the proposed project site or an adjacent site contain any architectural and/or archaeological resource that is eligible for or has been designated (or is calendared for consideration) as a New York City Landmark, Interior Landmark or Scenic Landmark; that is listed or eligible for listing on the New York State or National Register of Historic Places; or that is within a designated or eligible New York City, New York State or National Register Historic District? (See the GIS System for Archaeology and National Register to confirm)	☐	☐
(b) Would the proposed project involve construction resulting in in-ground disturbance to an area not previously excavated?	☒	☐
(c) If "yes" to either of the above, list any identified architectural and/or archaeological resources and attach supporting information on whether the proposed project would potentially affect any architectural or archeological resources. See Chapter 3.6 of EIS for Proposed project.		
7. *URBAN DESIGN AND VISUAL RESOURCES*: CEQR Technical Manual Chapter 10		
(a) Would the proposed project introduce a new building, a new building height, or result in any substantial physical alteration to the streetscape or public space in the vicinity of the proposed project that is not currently allowed by existing zoning?	☐	☒
(b) Would the proposed project result in obstruction of publicly accessible views to visual resources not currently allowed by existing zoning?	☐	☒
(c) If "yes" to either of the above, please provide the information requested in Chapter 10.		
8. *NATURAL RESOURCES*: CEQR Technical Manual Chapter 11		
(a) Does the proposed project site or a site adjacent to the project contain natural resources as defined in Section 100 of Chapter 11?	☐	☒
○ If "yes," list the resources and attach supporting information on whether the project would affect any of these resources.		
(b) Is any part of the directly affected area within the Jamaica Bay Watershed?	☐	☒
○ If "yes," complete the Jamaica Bay Watershed Form and submit according to its instructions.		
9. *HAZARDOUS MATERIALS*: CEQR Technical Manual Chapter 12		
(a) Would the proposed project allow commercial or residential uses in an area that is currently, or was historically, a manufacturing area that involved hazardous materials?	☒	☐
(b) Does the proposed project site have existing institutional controls (*e.g.*, (E) designation or Restrictive Declaration) relating to hazardous materials that preclude the potential for significant adverse impacts?	☐	☒
(c) Would the project require soil disturbance in a manufacturing area or any development on or near a manufacturing area or existing/historic facilities listed in Appendix 1 (including nonconforming uses)?	☒	☐
(d) Would the project result in the development of a site where there is reason to suspect the presence of hazardous materials, contamination, illegal dumping or fill, or fill material of unknown origin?	☐	☒
(e) Would the project result in development on or near a site that has or had underground and/or aboveground storage tanks (*e.g.*, gas stations, oil storage facilities, heating oil storage)?	☒	☐
(f) Would the project result in renovation of interior existing space on a site with the potential for compromised air quality; vapor intrusion from either on-site or off-site sources; or the presence of asbestos, PCBs, mercury or lead-based paint?	☒	☐
(g) Would the project result in development on or near a site with potential hazardous materials issues such as government-listed voluntary cleanup/brownfield site, current or former power generation/transmission facilities, coal gasification or gas storage sites, railroad tracks or rights-of-way, or municipal incinerators?	☐	☒
(h) Has a Phase I Environmental Site Assessment been performed for the site?	☒	☐
○ If "yes," were Recognized Environmental Conditions (RECs) identified? Briefly identify: Historic activities, USTs, transformers and drum storage areas	☐	☐
(i) Based on the Phase I Assessment, is a Phase II Investigation needed? See Chapter 3.9 of EIS for Proposed Project.	☒	☐
10. *WATER AND SEWER INFRASTRUCTURE*: CEQR Technical Manual Chapter 13		
(a) Would the project result in water demand of more than one million gallons per day?	☐	☒
(b) If the proposed project located in a combined sewer area, would it result in at least 1,000 residential units or 250,000 square feet or more of commercial space in Manhattan, or at least 400 residential units or 150,000 square feet or more of	☒	☐

	YES	NO
commercial space in the Bronx, Brooklyn, Staten Island, or Queens?		
(c) If the proposed project located in a separately sewered area, would it result in the same or greater development than that listed in Table 13-1 in Chapter 13?	☐	☒
(d) Would the project involve development on a site that is 5 acres or larger where the amount of impervious surface would increase?	☒	☐
(e) If the project is located within the Jamaica Bay Watershed or in certain specific drainage areas, including Bronx River, Coney Island Creek, Flushing Bay and Creek, Gowanus Canal, Hutchinson River, Newtown Creek, or Westchester Creek, would it involve development on a site that is 1 acre or larger where the amount of impervious surface would increase?	☐	☒
(f) Would the proposed project be located in an area that is partially sewered or currently unsewered?	☐	☒
(g) Is the project proposing an industrial facility or activity that would contribute industrial discharges to a Wastewater Treatment Plant and/or contribute contaminated stormwater to a separate storm sewer system?	☐	☒
(h) Would the project involve construction of a new stormwater outfall that requires federal and/or state permits?	☐	☒
(i) If "yes" to any of the above, conduct the appropriate preliminary analyses and attach supporting documentation. See Ch. 3.10 of EIS		
11. *SOLID WASTE AND SANITATION SERVICES*: CEQR Technical Manual Chapter 14		
(a) Using Table 14-1 in Chapter 14, the project's projected operational solid waste generation is estimated to be (pounds per week): 14,159		
○ Would the proposed project have the potential to generate 100,000 pounds (50 tons) or more of solid waste per week?	☐	☒
(b) Would the proposed project involve a reduction in capacity at a solid waste management facility used for refuse or recyclables generated within the City?	☐	☒
○ If "yes," would the proposed project comply with the City's Solid Waste Management Plan?	☐	☐
12. *ENERGY*: CEQR Technical Manual Chapter 15		
(a) Using energy modeling or Table 15-1 in Chapter 15, the project's projected energy use is estimated to be (annual BTUs): 94,395,000,000		
(b) Would the proposed project affect the transmission or generation of energy?	☐	☒
13. *TRANSPORTATION*: CEQR Technical Manual Chapter 16		
(a) Would the proposed project exceed any threshold identified in Table 16-1 in Chapter 16?	☒	☐
(b) If "yes," conduct the appropriate screening analyses, attach back up data as needed for each stage, and answer the following questions:		
○ Would the proposed project result in 50 or more Passenger Car Equivalents (PCEs) per project peak hour?	☒	☐
If "yes," would the proposed project result in 50 or more vehicle trips per project peak hour at any given intersection? ***It should be noted that the lead agency may require further analysis of intersections of concern even when a project generates fewer than 50 vehicles in the peak hour. See Subsection 313 of Chapter 16 for more information.*	☒	☐
○ Would the proposed project result in more than 200 subway/rail or bus trips per project peak hour?	☒	☐
If "yes," would the proposed project result, per project peak hour, in 50 or more bus trips on a single line (in one direction) or 200 subway/rail trips per station or line?	☐	☒
○ Would the proposed project result in more than 200 pedestrian trips per project peak hour?	☒	☐
If "yes," would the proposed project result in more than 200 pedestrian trips per project peak hour to any given pedestrian or transit element, crosswalk, subway stair, or bus stop?	☐	☒
14. *AIR QUALITY*: CEQR Technical Manual Chapter 17		
(a) *Mobile Sources*: Would the proposed project result in the conditions outlined in Section 210 in Chapter 17?	☒	☐
(b) *Stationary Sources*: Would the proposed project result in the conditions outlined in Section 220 in Chapter 17?	☒	☐
○ If "yes," would the proposed project exceed the thresholds in Figure 17-3, Stationary Source Screen Graph in Chapter 17? (Attach graph as needed)	☐	☒
(c) Does the proposed project involve multiple buildings on the project site?	☒	☐
(d) Does the proposed project require federal approvals, support, licensing, or permits subject to conformity requirements?	☐	☒
(e) Does the proposed project site have existing institutional controls (*e.g.*, (E) designation or Restrictive Declaration) relating to air quality that preclude the potential for significant adverse impacts?	☐	☒
(f) If "yes" to any of the above, conduct the appropriate analyses and attach any supporting documentation. See Ch. 3.14 of EIS		
15. *GREENHOUSE GAS EMISSIONS*: CEQR Technical Manual Chapter 18		
(a) Is the proposed project a city capital project or a power generation plant?	☐	☒
(b) Would the proposed project fundamentally change the City's solid waste management system?	☐	☒
(c) Would the proposed project result in the development of 350,000 square feet or more?	☒	☐
(d) If "yes" to any of the above, would the project require a GHG emissions assessment based on guidance in Chapter 18?	☒	☐

	YES	NO
○ If "yes," would the project result in inconsistencies with the City's GHG reduction goal? (See Local Law 22 of 2008; § 24-803 of the Administrative Code of the City of New York). Please attach supporting documentation.	☐	☒
16. *NOISE*: CEQR Technical Manual Chapter 19		
(a) Would the proposed project generate or reroute vehicular traffic?	☒	☐
(b) Would the proposed project introduce new or additional receptors (see Section 124 in Chapter 19) near heavily trafficked roadways, within one horizontal mile of an existing or proposed flight path, or within 1,500 feet of an existing or proposed rail line with a direct line of site to that rail line?	☒	☐
(c) Would the proposed project cause a stationary noise source to operate within 1,500 feet of a receptor with a direct line of sight to that receptor or introduce receptors into an area with high ambient stationary noise?	☐	☒
(d) Does the proposed project site have existing institutional controls (*e.g.*, (E) designation or Restrictive Declaration) relating to noise that preclude the potential for significant adverse impacts?	☐	☒
(e) If "yes" to any of the above, conduct the appropriate analyses and attach any supporting documentation. See Ch. 3.16 of EIS		
17. *PUBLIC HEALTH*: CEQR Technical Manual Chapter 20		
(a) Based upon the analyses conducted, do any of the following technical areas require a detailed analysis: Air Quality; Hazardous Materials; Noise?	☒	☐
(b) If "yes," explain why an assessment of public health is or is not warranted based on the guidance in Chapter 20, "Public Health." Attach a preliminary analysis, if necessary. See Ch. 3.17 of EIS		
18. *NEIGHBORHOOD CHARACTER*: CEQR Technical Manual Chapter 21		
(a) Based upon the analyses conducted, do any of the following technical areas require a detailed analysis: Land Use, Zoning, and Public Policy; Socioeconomic Conditions; Open Space; Historic and Cultural Resources; Urban Design and Visual Resources; Shadows; Transportation; Noise?	☒	☐
(b) If "yes," explain why an assessment of neighborhood character is or is not warranted based on the guidance in Chapter 21, "Neighborhood Character." Attach a preliminary analysis, if necessary. See Ch. 3.18 of EIS		
19. *CONSTRUCTION*: CEQR Technical Manual Chapter 22		
(a) Would the project's construction activities involve:		
○ Construction activities lasting longer than two years?	☒	☐
○ Construction activities within a Central Business District or along an arterial highway or major thoroughfare?	☐	☒
○ Closing, narrowing, or otherwise impeding traffic, transit, or pedestrian elements (roadways, parking spaces, bicycle routes, sidewalks, crosswalks, corners, *etc.*)?	☐	☒
○ Construction of multiple buildings where there is a potential for on-site receptors on buildings completed before the final build-out?	☒	☐
○ The operation of several pieces of diesel equipment in a single location at peak construction?	☒	☐
○ Closure of a community facility or disruption in its services?	☐	☒
○ Activities within 400 feet of a historic or cultural resource?	☒	☐
○ Disturbance of a site containing or adjacent to a site containing natural resources?	☐	☒
○ Construction on multiple development sites in the same geographic area, such that there is the potential for several construction timelines to overlap or last for more than two years overall?	☒	☐
(b) If any boxes are checked "yes," explain why a preliminary construction assessment is or is not warranted based on the guidance in Chapter 22, "Construction." It should be noted that the nature and extent of any commitment to use the Best Available Technology for construction equipment or Best Management Practices for construction activities should be considered when making this determination. See Chapter 3.19 of EIS for proposed project		

20. *APPLICANT'S CERTIFICATION*

I swear or affirm under oath and subject to the penalties for perjury that the information provided in this Environmental Assessment Statement (EAS) is true and accurate to the best of my knowledge and belief, based upon my personal knowledge and familiarity with the information described herein and after examination of the pertinent books and records and/or after inquiry of persons who have personal knowledge of such information or who have examined pertinent books and records.

Still under oath, I further swear or affirm that I make this statement in my capacity as the applicant or representative of the entity that seeks the permits, approvals, funding, or other governmental action(s) described in this EAS.

APPLICANT/REPRESENTATIVE NAME	SIGNATURE	DATE
David Cuff/AECOM		

PLEASE NOTE THAT APPLICANTS MAY BE REQUIRED TO SUBSTANTIATE RESPONSES IN THIS FORM AT THE DISCRETION OF THE LEAD AGENCY SO THAT IT MAY SUPPORT ITS DETERMINATION OF SIGNIFICANCE.

Part III: DETERMINATION OF SIGNIFICANCE (To Be Completed by Lead Agency)

INSTRUCTIONS: In completing Part III, the lead agency should consult 6 NYCRR 617.7 and 43 RCNY § 6-06 (Executive Order 91 or 1977, as amended), which contain the State and City criteria for determining significance.

1. For each of the impact categories listed below, consider whether the project may have a significant adverse effect on the environment, taking into account its (a) location; (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude.

IMPACT CATEGORY	Potentially Significant Adverse Impact YES	NO
Land Use, Zoning, and Public Policy	☐	☐
Socioeconomic Conditions	☐	☐
Community Facilities and Services	☐	☐
Open Space	☐	☐
Shadows	☐	☐
Historic and Cultural Resources	☐	☐
Urban Design/Visual Resources	☐	☐
Natural Resources	☐	☐
Hazardous Materials	☐	☐
Water and Sewer Infrastructure	☐	☐
Solid Waste and Sanitation Services	☐	☐
Energy	☐	☐
Transportation	☐	☐
Air Quality	☐	☐
Greenhouse Gas Emissions	☐	☐
Noise	☐	☐
Public Health	☐	☐
Neighborhood Character	☐	☐
Construction	☐	☐

2. Are there any aspects of the project relevant to the determination of whether the project may have a significant impact on the environment, such as combined or cumulative impacts, that were not fully covered by other responses and supporting materials? ☐ ☐

If there are such impacts, attach an explanation stating whether, as a result of them, the project may have a significant impact on the environment.

3. Check determination to be issued by the lead agency:

☐ **Positive Declaration:** If the lead agency has determined that the project may have a significant impact on the environment, and if a Conditional Negative Declaration is not appropriate, then the lead agency issues a *Positive Declaration* and prepares a draft Scope of Work for the Environmental Impact Statement (EIS).

☐ **Conditional Negative Declaration:** A *Conditional Negative Declaration* (CND) may be appropriate if there is a private applicant for an Unlisted action AND when conditions imposed by the lead agency will modify the proposed project so that no significant adverse environmental impacts would result. The CND is prepared as a separate document and is subject to the requirements of 6 NYCRR Part 617.

☐ **Negative Declaration:** If the lead agency has determined that the project would not result in potentially significant adverse environmental impacts, then the lead agency issues a *Negative Declaration*. The *Negative Declaration* may be prepared as a separate document (see template) or using the embedded Negative Declaration on the next page.

4. ***LEAD AGENCY'S CERTIFICATION***

TITLE	LEAD AGENCY
NAME	DATE
SIGNATURE	

NEGATIVE DECLARATION (Use of this form is optional)

Statement of No Significant Effect

Pursuant to Executive Order 91 of 1977, as amended, and the Rules of Procedure for City Environmental Quality Review, found at Title 62, Chapter 5 of the Rules of the City of New York and 6 NYCRR, Part 617, State Environmental Quality Review, assumed the role of lead agency for the environmental review of the proposed project. Based on a review of information about the project contained in this environmental assessment statement and any attachments hereto, which are incorporated by reference herein, the lead agency has determined that the proposed project would not have a significant adverse impact on the environment.

Reasons Supporting this Determination

The above determination is based on information contained in this EAS, which that finds the proposed project:

No other significant effects upon the environment that would require the preparation of a Draft Environmental Impact Statement are foreseeable. This Negative Declaration has been prepared in accordance with Article 8 of the New York State Environmental Conservation Law (SEQRA).

TITLE	LEAD AGENCY
NAME	DATE
SIGNATURE	

Appendix A

City and State Assessment Forms

A.1 CEQR EAS Long Form
A.2 New York State Coastal Assessment Form
A.3 New York City Waterfront Revitalization Program Consistency Assessment Form

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NEW YORK STATE DEPARTMENT OF STATE
COASTAL MANAGEMENT PROGRAM

Coastal Assessment Form

A. INSTRUCTIONS (Please print or type all answers)

1. State agencies shall complete this CAF for proposed actions which are subject to Part 600 of Title 19 of the NYCRR. This assessment is intended to supplement other information used by a state agency in making a determination of significance pursuant to the State Environmental Quality Review Act (see 6 NYCRR, Part 617). If it is determined that a proposed action will not have a significant effect on the environment, this assessment is intended to assist a state agency in complying with the certification requirements of 19 NYCRR Section 600.4.

2. If any question in Section C on this form is answered "yes", then the proposed action may affect the achievement of the coastal policies contained in Article 42 of the Executive Law. Thus, the action should be analyzed in more detail and, if necessary, modified prior to either (a) making a certification of consistency pursuant to 19 NYCRR Part 600 or, (b) making the findings required under SEQR, 6 NYCRR, Section 617.11, if the action is one for which an environmental impact statement is being prepared. If an action cannot be certified as consistent with the coastal policies, it shall not be undertaken.

3. Before answering the questions in Section C, the preparer of this form should review the coastal policies contained in 19 NYCRR Section 600.5. A proposed action should be evaluated as to its significant beneficial and adverse effects upon the coastal area.

B. DESCRIPTION OF PROPOSED ACTION

1. Type of state agency action (check appropriate response):

(a) Directly undertaken (e.g. capital construction, planning activity, agency regulation, land transaction) ____
(b) Financial assistance (e.g. grant, loan, subsidy) __x__
(c) Permit, license, certification ____

2. Describe nature and extent of action: Steiner Studios, working with Brooklyn Navy Yard Development Corporation, has developed a conceptual plan for the future development of a "Media Campus" at the Brooklyn Navy Yard Naval Annex, as well as future development in portions of the Brooklyn Navy Yard around the Naval Annex.

3. Location of action:

Kings	Brooklyn	Naval Annex and surrounding area in the east end of Brooklyn Navy Yard (near Kent and Flushing Avenues).
County	City, Town or Village	Street or Site Description

4. If an application for the proposed action has been filed with the state agency, the following information shall be provided:

(a) Name of applicant: Steiner Studios

(b) Mailing address: 15 Washington Avenue, Brooklyn, NY, 11205

(c) Telephone Number: Area Code (718) 858-1600

(d) State agency application number: _____

5. Will the action be directly undertaken, require funding, or approval by a federal agency?

Yes _____ No __x__ If yes, which federal agency? _____

C. COASTAL ASSESSMENT (Check either "YES" or "NO" for each of the following questions)

	YES	NO
1. Will the proposed activity be located in, or contiguous to, or have a significant effect upon any of the resource areas identified on the coastal area map:		
(a) Significant fish or wildlife habitats?		x
(b) Scenic resources of statewide significance?		x
(c) Important agricultural lands?		x
2. Will the proposed activity have a significant effect upon:		
(a) Commercial or recreational use of fish and wildlife resources?		x
(b) Scenic quality of the coastal environment?		x
(c) Development of future, or existing water dependent uses?		x
(d) Operation of the State's major ports?		x
(e) Land and water uses within the State's small harbors?		x
(f) Existing or potential public recreation opportunities?		x
(g) Structures, sites or districts of historic, archeological or cultural significance to the State or nation?	x	

3. Will the proposed activity involve or result in any of the following:

(a) Physical alteration of two (2) acres or more of land along the shoreline, land under water or coastal waters?		x
(b) Physical alteration of five (5) acres or more of land located elsewhere in the coastal area?		x
(c) Expansion of existing public services of infrastructure in undeveloped or low density areas of the coastal area?		x
(d) Energy facility not subject to Article VII or VIII of the Public Service Law?		x
(e) Mining, excavation, filling or dredging in coastal waters?		x
(f) Reduction of existing or potential public access to or along the shore?		x
(g) Sale or change in use of state-owned lands located on the shoreline or under water?		x
(h) Development within a designated flood or erosion hazard area?	x	
(i) Development on a beach, dune, barrier island or other natural feature that provides protection against flooding or erosion?		x

4. Will the proposed action be located in or have a significant effect upon an area included in an approved Local Waterfront Revitalization Program? . . . . . x ___

D. SUBMISSION REQUIREMENTS

If any question in Section C is answered "Yes", AND either of the following two conditions is met:

Section B.1(a) or B.1(b) is checked; or
Section B.1(c) is checked AND B.5 is answered "Yes",

THEN a copy of this completed Coastal Assessment Form shall be submitted to:

New York State Department of State
Office of Coastal, Local Government and Community Sustainability
One Commerce Plaza
99 Washington Avenue, Suite 1010
Albany, New York 12231-0001

If assistance or further information is needed to complete this form, please call the Department of State at (518) 474-6000.

E. REMARKS OR ADDITIONAL INFORMATION

The Project Sponsor has applied for financial incentives from Empire State Development (ESD) to help fund some of the key infrastructure improvements needed to implement the Media Campus development inside the Naval Annex and to implement related development that would occur in areas outside the Naval Annex.

The approval of the funding by ESD for infrastructure improvements would facilitate the development of the Media Campus, which would consist of approximately 350,000 SF of floor area (including both the reuse of approximately 180,000 square feet of existing structures and approximately 170,000 square feet of new structures) inside the Naval Annex. Outside the Naval Annex, the ESD funding for infrastructure improvements would facilitate the development of a new 70,000 SF "Back Lot." In addition, Steiner Studios intends to seek financial incentives from ESD in the future for the development of a 250,000 SF Kent Avenue Parking Structure that is envisioned as part of the Master Plan for the area outside the Naval Annex.

The proposed action has the potential to lead to a significant adverse impact and an environmental impact statement is currently being prepared. The EIS includes a review of the proposed project's consistency with New York City's Local Waterfront Revitalization Program (LWRP).

Preparer's Name:_____
(Please print)

Title: _____ Agency: _____

Telephone Number: (_____)_____ Date: _____

Appendix A

City and State Assessment Forms

A.1 CEQR EAS Long Form
A.2 New York State Coastal Assessment Form
A.3 New York City Waterfront Revitalization Program Consistency Assessment Form

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For Internal Use Only:	WRP no._____
Date Received: _____	DOS no._____

NEW YORK CITY WATERFRONT REVITALIZATION PROGRAM
Consistency Assessment Form

Proposed actions that are subject to CEQR, ULURP or other local, state or federal discretionary review procedures, and that are within New York City's designated coastal zone, must be reviewed and assessed for their consistency with the *New York City Waterfront Revitalization Program (WRP)*. The WRP was adopted as a 197-a Plan by the Council of the City of New York on October 13, 1999, and subsequently approved by the New York State Department of State with the concurrence of the United States Department of Commerce pursuant to applicable state and federal law, including the Waterfront Revitalization of Coastal Areas and Inland Waterways Act. As a result of these approvals, state and federal discretionary actions within the city's coastal zone must be consistent to the maximum extent practicable with the WRP policies and the city must be given the opportunity to comment on all state and federal projects within its coastal zone.

This form is intended to assist an applicant in certifying that the proposed activity is consistent with the WRP. It should be completed when the local, state, or federal application is prepared. The completed form and accompanying information will be used by the New York State Department of State, other state agencies or the New York City Department of City Planning in their review of the applicant's certification of consistency.

A. APPLICANT

1. Name: Steiner Studios
2. Address: 15 Washington Avenue
3. Telephone: 718-858-1600 Fax: _____ E-mail: info@brooklynnavyyard.org
4. Project site owner: Brooklyn Navy Yard Development Corporation (as primary lessee to the City of New York)

B. PROPOSED ACTIVITY

1. Brief description of activity:

   Steiner Studios, working with the Brooklyn Navy Yard Development Corporation, has developed a conceptual plan for the future development of a "Media Campus" at the Brooklyn Navy Yard Naval Annex, as well as future development in portions of the Navy Yard around the Naval Annex. The Project Sponsor has applied for financial incentives from Empire State Development (ESD) to help fund some of the key infrastructure improvements needed to implement the Media Campus development inside the Naval Annex and to implement related development that would occur in areas outside the Naval Annex.

2. Purpose of activity:

   The approval of the funding by ESD for infrastructure improvements would facilitate the development of the Media Campus, which would consist of approximately 350,000 SF of floor area (including both the reuse of approximately 180,000 square feet of existing structures and approximately 170,000 square feet of new structures) inside the Naval Annex. Outside the Naval Annex, the ESD funding for infrastructure improvements would facilitate the development of a new 70,000 SF "Back Lot." In addition, Steiner Studios intends to seek financial incentives from ESD in the future for the development of a 250,000 SF Kent Avenue Parking Structure that is envisioned as part of the Master Plan for the area outside the Naval Annex.

3. Location of activity: (street address/borough or site description):

   Naval Annex and surrounding area located in the east end of Brooklyn Navy Yard (Block 2023, Lot 1 & 150) Near Kent and Flushing Avenues.

Proposed Activity Cont'd

4. If a federal or state permit or license was issued or is required for the proposed activity, identify the permit type(s), the authorizing agency and provide the application or permit number(s), if known:

   N/A

5. Is federal or state funding being used to finance the project? If so, please identify the funding source(s).

   The Project Sponsor has applied for financial incentives from the New York State Urban Development Corporation d/b/a Empire State Development to help fund some of the key infrastructure improvements needed to implement the Media Campus development inside the Naval Annex and to implement related development that would occur in areas outside the Naval Annex.

6. Will the proposed project require the preparation of an environmental impact statement?
   Yes ✔ No ____ If yes, identify Lead Agency:

   New York State Urban Development Corporation d/b/a Empire State Development (ESD).

7. Identify **city** discretionary actions, such as a zoning amendment or adoption of an urban renewal plan, required for the proposed project.

   The proposed Media Campus potentially would include academic uses related to film production, which are not permitted within the M3-1 zoning district in which the project site is located. To allow for such uses, the Project Sponsor would pursue either a zoning text amendment from the New York City Planning Commission or a zoning override from the Office of the Deputy Mayor for Economic Development at the time that specific plans have been developed. The proposed Media Campus potentially would include academic uses related to film production, which are not permitted within the M3-1 zoning district in which the project site is located. To allow for such uses, the Project Sponsor would pursue either a zoning text amendment from the New York City Planning Commission or a zoning override from the Office of the Deputy Mayor for Economic Development at the time that specific plans have been developed.

C. COASTAL ASSESSMENT

Location Questions:	**Yes**	**No**
1. Is the project site on the waterfront or at the water's edge?		✔
2. Does the proposed project require a waterfront site?		✔
3. Would the action result in a physical alteration to a waterfront site, including land along the shoreline, land underwater, or coastal waters?		✔

Policy Questions	**Yes**	**No**

The following questions represent, in a broad sense, the policies of the WRP. Numbers in parentheses after each question indicate the policy or policies addressed by the question. The new Waterfront Revitalization Program offers detailed explanations of the policies, including criteria for consistency determinations.

Check either "Yes" or "No" for each of the following questions. For all "yes" responses, provide an attachment assessing the effects of the proposed activity on the relevant policies or standards. Explain how the action would be consistent with the goals of those policies and standards.

4. Will the proposed project result in revitalization or redevelopment of a deteriorated or under-used waterfront site? (1)		✔
5. Is the project site appropriate for residential or commercial redevelopment? (1.1)	✔	
6. Will the action result in a change in scale or character of a neighborhood? (1.2)		✔

Policy Questions cont'd	Yes	No
7. Will the proposed activity require provision of new public services or infrastructure in undeveloped or sparsely populated sections of the coastal area? (1.3)	✔	
8. Is the action located in one of the designated Significant Maritime and Industrial Areas (SMIA): South Bronx, Newtown Creek, Brooklyn Navy Yard, Red Hook, Sunset Park, or Staten Island? (2)	✔	
9. Are there any waterfront structures, such as piers, docks, bulkheads or wharves, located on the project sites? (2)		✔
10. Would the action involve the siting or construction of a facility essential to the generation or transmission of energy, or a natural gas facility, or would it develop new energy resources? (2.1)		✔
11. Does the action involve the siting of a working waterfront use outside of a SMIA? (2.2)		✔
12. Does the proposed project involve infrastructure improvement, such as construction or repair of piers, docks, or bulkheads? (2.3, 3.2)		✔
13. Would the action involve mining, dredging, or dredge disposal, or placement of dredged or fill materials in coastal waters? (2.3, 3.1, 4, 5.3, 6.3)		✔
14. Would the action be located in a commercial or recreational boating center, such as City Island, Sheepshead Bay or Great Kills or an area devoted to water-dependent transportation? (3)		✔
15. Would the proposed project have an adverse effect upon the land or water uses within a commercial or recreation boating center or water-dependent transportation center? (3.1)		✔
16. Would the proposed project create any conflicts between commercial and recreational boating? (3.2)		✔
17. Does the proposed project involve any boating activity that would have an impact on the aquatic environment or surrounding land and water uses? (3.3)		✔
18. Is the action located in one of the designated Special Natural Waterfront Areas (SNWA): Long Island Sound- East River, Jamaica Bay, or Northwest Staten Island? (4 and 9.2)		✔
19. Is the project site in or adjacent to a Significant Coastal Fish and Wildlife Habitat? (4.1)		✔
20. Is the site located within or adjacent to a Recognized Ecological Complex: South Shore of Staten Island or Riverdale Natural Area District? (4.1and 9.2)		✔
21. Would the action involve any activity in or near a tidal or freshwater wetland? (4.2)		✔
22. Does the project site contain a rare ecological community or would the proposed project affect a vulnerable plant, fish, or wildlife species? (4.3)		✔
23. Would the action have any effects on commercial or recreational use of fish resources? (4.4)		✔
24. Would the proposed project in any way affect the water quality classification of nearby waters or be unable to be consistent with that classification? (5)		✔
25. Would the action result in any direct or indirect discharges, including toxins, hazardous substances, or other pollutants, effluent, or waste, into any waterbody? (5.1)		✔
26. Would the action result in the draining of stormwater runoff or sewer overflows into coastal waters? (5.1)		✔
27. Will any activity associated with the project generate nonpoint source pollution? (5.2)		✔
28. Would the action cause violations of the National or State air quality standards? (5.2)		✔

Policy Questions cont'd	Yes	No
29. Would the action result in significant amounts of acid rain precursors (nitrates and sulfates)? (5.2C)		✔
30. Will the project involve the excavation or placing of fill in or near navigable waters, marshes, estuaries, tidal marshes or other wetlands? (5.3)		✔
31. Would the proposed action have any effects on surface or ground water supplies? (5.4)		✔
32. Would the action result in any activities within a federally designated flood hazard area or state-designated erosion hazards area? (6)	✔	
33. Would the action result in any construction activities that would lead to erosion? (6)		✔
34. Would the action involve construction or reconstruction of a flood or erosion control structure? (6.1)		✔
35. Would the action involve any new or increased activity on or near any beach, dune, barrier island, or bluff? (6.1)		✔
36. Does the proposed project involve use of public funds for flood prevention or erosion control? (6.2)		✔
37. Would the proposed project affect a non-renewable source of sand ? (6.3)		✔
38. Would the action result in shipping, handling, or storing of solid wastes, hazardous materials, or other pollutants? (7)	✔	
39. Would the action affect any sites that have been used as landfills? (7.1)		✔
40. Would the action result in development of a site that may contain contamination or that has a history of underground fuel tanks, oil spills, or other form or petroleum product use or storage? (7.2)	✔	
41. Will the proposed activity result in any transport, storage, treatment, or disposal of solid wastes or hazardous materials, or the siting of a solid or hazardous waste facility? (7.3)	✔	
42. Would the action result in a reduction of existing or required access to or along coastal waters, public access areas, or public parks or open spaces? (8)		✔
43. Will the proposed project affect or be located in, on, or adjacent to any federal, state, or city park or other land in public ownership protected for open space preservation? (8)		✔
44. Would the action result in the provision of open space without provision for its maintenance? (8.1)		✔
45. Would the action result in any development along the shoreline but NOT include new water-enhanced or water-dependent recreational space? (8.2)		✔
46. Will the proposed project impede visual access to coastal lands, waters and open space? (8.3)		✔
47. Does the proposed project involve publicly owned or acquired land that could accommodate waterfront open space or recreation? (8.4)		✔
48. Does the project site involve lands or waters held in public trust by the state or city? (8.5)		✔
49. Would the action affect natural or built resources that contribute to the scenic quality of a coastal area? (9)		✔
50. Does the site currently include elements that degrade the area's scenic quality or block views to the water? (9.1)		✔

Policy Questions cont'd	Yes	No
51. Would the proposed action have a significant adverse impact on historic, archeological, or cultural resources? (10)	✔	
52. Will the proposed activity affect or be located in, on, or adjacent to an historic resource listed on the National or State Register of Historic Places, or designated as a landmark by the City of New York? (10)	✔	

D. CERTIFICATION

The applicant or agent must certify that the proposed activity is consistent with New York City's Waterfront Revitalization Program, pursuant to the New York State Coastal Management Program. If this certification cannot be made, the proposed activity shall not be undertaken. If the certification can be made, complete this section.

"The proposed activity complies with New York State's Coastal Management Program as expressed in New York City's approved Local Waterfront Revitalization Program, pursuant to New York State's Coastal Management Program, and will be conducted in a manner consistent with such program."

Applicant/Agent Name: Steiner Studios

Address: 15 Washington Avenue

Brooklyn, NY 11205 Telephone 718-858-1600

Applicant/Agent Signature:_____ Date:_____

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Appendix B

Historic and Cultural Resources Documentation

B.1 Programmatic Agreement for the Disposal of the Naval Station, February 7, 2000
B.2 Quitclaim Deed Between U.S. Navy and BNYDC, May 29, 2001
B.3 Correspondence
B.4 Alternatives Analysis

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Appendix B

Historic and Cultural Resources Documentation

B.1 Programmatic Agreement for the Disposal of the Naval Station, February 7, 2000
B.2 Quitclaim Deed Between U.S. Navy and BNYDC, May 29, 2001
B.3 Correspondence
B.4 Alternatives Analysis

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97PR3031

PROGRAMMATIC AGREEMENT

AMONG:
THE DEPARTMENT OF THE NAVY,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

FOR:
THE DISPOSAL OF
THE NAVAL STATION
BROOKLYN, NY

February 7, 2000

WHEREAS the United States Navy (Navy) is responsible for implementation of applicable provisions of the Base Closure and Realignment of 1990 (P.L. 101-510 [1990]); and

WHEREAS the Navy is proceeding with realignment of functions and units, closure of installations and disposal of excess and surplus property in a manner consistent with the "Report(s) of the President's Commission on Base Realignment and Closures", dated July 1, 1991; and

WHEREAS the Navy has determined that interim leasing, and licensing, and/or transfer of excess portions of the Naval Station Brooklyn, NY (NAVSTA) will have an effect upon properties that are eligible for listing in the National Register of Historic Places (hereinafter referred to as "historic properties"), and has consulted with the New York State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C., Section 470f), Section 110(f) of the same Act (16 U.S.C., Section 470h.2[f]), and Section 111 of the same Act (16 U.S.C., Section 470h.3); and

WHEREAS the historic properties include the Naval Hospital Cemetery, Brooklyn, areas of archeological sensitivity and those structures (Attachment 1), as determined eligible or potentially eligible for listing in the National Register of Historic Places (NRHP) through consultation and agreement between the SHPO and the Navy; and

WHEREAS appropriate restrictive devices have been prepared to protect these properties in the event of a transfer or sale (Attachments 2, 3, and 4); and

WHEREAS there is an agreed upon mechanism for the amendment of this document as future circumstances may require (Administrative Clause XI); and

WHEREAS interested members of the public and the various local governments have been provided an opportunity to comment on the effects this Transfer action may have on historic properties at the Naval Station Brooklyn; and

NOW, THEREFORE, the Navy, the SHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic properties.

STIPULATIONS

The Navy will ensure that the following stipulations are implemented:

I. Interim Protection

A. The Navy shall ensure that any historic property that is vacated pending transfer is maintained pursuant to the Secretary of the Interior's *Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings* and *NAVFAC MO-913, Historic Structures Preservation Manual* (collectively referred to as "standards") to minimize deterioration.

B. While an historic property remains under the Navy's jurisdiction, the Navy will ensure that the SHPO has the opportunity to review and comment on any undertaking affecting such property, except those exempted in Stipulation II, before the undertaking is initiated. If the undertaking involves demolition of the property, or if the SHPO determines that the undertaking does not meet the Standards referenced in Stipulation I.A. above, the Navy will contact the Council and review will proceed pursuant to 36 CFR Part 800.

C. The Navy will give full consideration to interim protection of properties through the execution of interim leases or management agreements pursuant to Section 111 of the National Historic Preservation Act of 1966, as amended (Act). Except for activities exempted in Section II, prior to any construction, alteration, rehabilitation, demolition, disturbance of the ground surface, or any other action affecting historic properties or districts, the lessee or sublessee (Lessee) or licensee or other authorized occupant (Licensee) shall submit plans and specifications for the proposed action to the Navy for review and, following consultation pursuant to Stipulation I (B), approval. The language attached as Attachment 5 shall be incorporated into any lease for historic properties.

II. Exempt Activities

Pending the transfer of historic properties out of Navy ownership, the following activities proposed by the Navy, or any of its lessees or licensees, are specifically exempt from review by the SHPO:

A. Activities involving non-historic properties which will have no impact upon historic properties.

B. In-kind[1] street, sidewalk, curbing and parking area resurfacing, and in-kind repair or replacement of site improvements including but not limited to fences, retaining walls and landscaping where no additional right-of-way is required within a historic district.

C. Removal of dead or unsalvageable trees.

D. Modifications to interiors of non-contributing buildings.

E. Modifications to interiors of contributing buildings when no structural alteration is involved and when the visual character of the property shall not be effected such as:

1. Plumbing rehabilitation/replacement including but not limited to pipes and fixtures.
2. HVAC system rehabilitation/replacement including but not limited to furnaces, pipes, ducts, radiators or other HVAC units.
3. Electrical wiring: including but not limited to switches and receptacles.
4. Interior surface treatments (floors, walls, ceilings, decorative plaster, woodwork): provided the work is limited to repainting, in-kind patching, refinishing, re-papering or replacing carpet or vinyl floor materials.
5. Interior feature treatments including but not limited to doors, moldings, fireplaces and mantels provided the work is limited to in-kind repair, patching, repainting and refinishing.
6. Insulation provided it is restricted to ceilings and attic spaces.

F. Minor, in-kind repair or replacement of building or site features, elements or materials of non-contributing buildings.

G. Minor, in-kind repair or replacement of building or site features (contributing or non-contributing) as part of emergency repair, or routine maintenance not part of a larger project.

H. Minor, in-kind modifications to exteriors of contributing buildings such as:

1. Caulking, weather-stripping, re-glazing, scraping and/or repainting.

[1] For the purposes of this agreement, the phrase "in-kind" is defined as using the *same material*, form and design OR compatible substitute material if the form and design as well as the substitute material convey the same visual appearance of the existing feature.

2. Flat or shallow pitch roof repair/replacement (shallow pitch is understood to have a rise-to-run ratio equal to or less that 3" to 12".
3. Storm windows and doors provided that they conform to the shape and size of the historic windows and doors. The meeting rail of storm windows must coincide with that of the existing sash. Color should match trim, mill finish aluminum is not acceptable.
4. In-kind repair/replacement of exterior features. The new features/items will duplicate the material, dimensions and detailing of the original. Features include:
   (a) Porches, railings, posts/columns, brackets, cornices, steps, flooring, and other decorative treatments, and
   (b) Roofs, and
   (c) Siding, and
   (d) Exterior architectural details and features, and
   (e) Cellar/bulkhead doors.
   (f) Doors.
   (g) Gutters and downspouts.
5. Masonry repair using material, mortar composition, color, joint profile and width, which match the historic materials.

I. Environmental restoration and remediation of hazards, which pose a threat to human health and the environment, but do not have the potential to affect historic property (ies).

III. Recordation of Historic Properties

The Navy will be responsible for the recordation of historic properties, buildings, structures, and districts prior to the demolition, alteration, or rehabilitation, which results in an adverse effect while the United States of America continues to remain as the owner of the property. A decision on recordation or mitigation will be based on review pursuant to Stipulation I (B), on any contributing building or structure within the properties of NAVSTA. Provided that property is still under the jurisdiction of the Navy, the Navy shall consult with the SHPO to determine what level of documentation is required to record, or what type of mitigation is required to be prepared for, the property to be affected.

IV. Late Discovery

While the United States of America continues to remain as the owner of the property, the Navy shall avoid or preserve in place any archaeological resources found during ground disturbing activities in areas not previously identified as archaeologically significant. When this is not feasible, the Navy will consult with the SHPO in accordance with 36 CFR Part 800, and a treatment consistent with applicable SHPO, Council and National Park Service guidelines will be developed and implemented.

V. Burials

A. While the United States of America continues to remain as the owner of the property, the Navy shall consult in accordance with 36 CFR Part 800 and the Native American Graves Protection and Repatriation Act of 1990 to ensure proper treatment of any human remains or grave associated artifacts that may be encountered.

B. While the United States of America continues to remain as the owner of the property, the Navy shall consult in accordance with 36 CFR Part 800 if any soil disturbance in the vicinity of the cemetery is necessary.

VI. Environmental Remediation and Emergency Undertakings

A. The Navy may treat and/or demolish historic properties that are an immediate threat to health and safety due to: unsafe conditions of the structure; contamination by hazardous, toxic, and/or radiological (HTR) substances; natural disasters; and will notify the SHPO prior to treatment or demolition and the SHPO shall provide a response within three (3) working days. The Navy shall consult with the SHPO in the development of plans for the treatment of other historic properties, which require remediation due to hazardous circumstances, as they arise.

B. Other emergency undertakings shall be handled in accordance with 36 CFR Part 800.

VII. Transfers of Property

A. The Navy shall transfer parcels at NAVSTA which contain historic properties as may be necessary or appropriate to meet the goals and objectives of the applicable legislation. Transfers involving structures eligible for listing on the National Register of Historic Places or archaeologically sensitive areas will include the appropriate covenant as set forth in Attachments 2, 3 and/or 4.

ADMINISTRATIVE CLAUSES

VIII. Dispute Resolution

Should the SHPO object within thirty (30) days to any proposed action pursuant to this Agreement as it relates to Licensees, Lessees, or the Navy as caretaker, the Navy shall consult with the SHPO to resolve the objection. If the Navy determines that the objection cannot be resolved, the Navy shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either: (1) provide the Navy with recommendations, which the Navy will take into account in reaching a final decision; or (2)

comment pursuant to 36 CFR Part 800. Any Council comments provided shall be taken into account by the Navy in accordance with 36 CFR Part 800 with reference only to the subject of the dispute. The Navy's responsibility to carry out all actions under this Agreement that are not the subject(s) of the dispute will remain unchanged.

IX. Anti-Deficiency Act

A. All requirements set forth in this Agreement requiring the expenditure of Navy funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341). No obligation undertaken by the Navy under the terms of this Agreement shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.

B. If the Navy cannot perform any obligation set forth in this Agreement due to the unavailability of funds, the Navy, the SHPO, and the Council intend the remainder of the Agreement to be executed. Any obligation under the Agreement, which cannot be performed due to the unavailability of funds, must be re-negotiated between the Navy, the SHPO, and the Council.

X. Periodic Review

In the second year after the execution of this agreement, and biannually thereafter until all historic property within NAVSTA has been transferred out of Navy jurisdiction, and at the request of the SHPO, the Navy will host a meeting of the parties to this agreement with other interested parties, to review implementation of Stipulations set forth in this document, and determine whether additional measures are needed to protect the character and integrity of the historic properties. The Navy will ensure that any measures agreed upon are implemented for so long as the property remains under Navy jurisdiction.

XI. Amendments

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800 to consider such amendment.

2/7/2000

EXECUTION of this Agreement and implementation of its terms evidence that the Navy has afforded the Council an opportunity to comment on the transfer of portions of the former Naval Station Brooklyn, NY, and its effects on historic properties, and that the Navy has taken into account the effects of the undertaking on historic properties.

FOR THE DEPARTMENT OF THE NAVY:

By: _____ Date: 2/17/00

FOR THE NEW YORK STATE HISTORIC PRESERVATION OFFICER:

By: _____ Date: 26 May '00

FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION:

By: _____ Date: _____

CONCUR:

By: _____ Date: _____

Local Reuse Authority

2/7/2000

ATTACHMENT 1

HISTORIC STRUCTURES AND ARCHEOLOGICAL SENSITIVITY

Attachment 1 is comprised of Figure 3.8-2 from the Naval Station New York Brooklyn, NY (NAVSTA) Draft Environmental Impact Statement dated September 1999. It identifies the boundaries of the historic district that is eligible for listing on the National Register of Historic Places at NAVSTA, the 25 buildings and structures and the cemetery that contribute to the historic district's significance, and areas of archaeological sensitivity, which are considered eligible for listing on the National Register of Historic Places at NAVSTA.

2/7/2000

ATTACHMENT 2

STANDARD ARCHEOLOGICAL COVENANT

In consideration of the conveyance of the real property that includes the (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*) located in New York City, State of New York, which is more fully described as: *(Insert legal description)*, the Grantee hereby covenants on behalf of himself/herself/itself, his/her/its heirs, successors and assigns at all times to the New York State Historic Preservation Officer (SHPO) to maintain and preserve the (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*) as follows:

1. No disturbance of the ground surface shall be undertaken or permitted to be undertaken on (*name of area of archaeological sensitivity/archeological site (whichever is appropriate)*) which would affect the physical integrity of (*name of area of archaeological sensitivity/archeological site (whichever is appropriate)*) without the express prior written permission of the SHPO, signed by a fully authorized representative thereof. Should the SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the (*name of area of archaeological sensitivity/archeological site (whichever is appropriate)*), the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37).

2. The Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the (*name of area of archaeological sensitivity/archaeological site*) and shall promptly report any such disturbance to the SHPO.

3. The Grantee will allow the SHPO or his/her designee, upon reasonable advance notice to the Grantee, an annual inspection of (*name of area of archaeological sensitivity/archaeological site (whichever is appropriate)*) in order to ascertain whether the Grantee is complying with the conditions of this covenant.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. Government or upon 60 days prior notice to the U.S. Government the SHPO may, following reasonable notice to the Grantee, institute a suit to enjoin said violation or to require the restoration of (*name of area of archaeological sensitivity/archaeological site (whichever is appropriate)*).

5. The failure of the U.S. Government or the SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. Government or the SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant is binding on Grantee, his/her/its heirs, successors and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in (*name of area of archaeological sensitivity/archaeological site (whichever is appropriate)*), or any part thereof.

7. This covenant shall be binding servitude upon the real property that includes (*name of area of archaeological sensitivity/archaeological site (whichever is appropriate)*) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

(end of Attachment 2)

ATTACHMENT 3

NAVAL HOSPITAL CEMETERY COVENANT

In consideration of the conveyance of the real property that includes the Naval Hospital Cemetery, Brooklyn, located in New York City, State of New York, which shall be defined, for the purposes of this covenant, as the original cemetery boundary as shown in Attachment (1) increased by fifty feet in all directions, which is more fully described as: *(Insert legal description)*, the Grantee hereby covenants on behalf of himself/herself/itself, his/her/its heirs, successors and assigns at all times to the New York State Historic Preservation Officer (SHPO) to maintain and preserve the Naval Hospital Cemetery, Brooklyn as follows:

1. No disturbance of the ground surface shall be undertaken or permitted to be undertaken on the Naval Hospital Cemetery, Brooklyn.

2. The Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the Naval Hospital Cemetery, Brooklyn and shall promptly report any such disturbance to the SHPO.

3. The Grantee will allow the SHPO or his/her designee, upon reasonable advance notice to the Grantee, an annual inspection of the Naval Hospital Cemetery, Brooklyn, in order to ascertain whether the Grantee is complying with the conditions of this covenant.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. Government or upon 60 days prior notice to the U.S. Government the SHPO may, following reasonable notice to the Grantee, institute a suit to enjoin said violation or to require the restoration of the Naval Hospital Cemetery, Brooklyn.

5. The failure of the U.S. Government or the SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. Government or the SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant is binding on Grantee, his/her/its heirs, successors and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in the Naval Hospital Cemetery, Brooklyn, or any part thereof.

ATTACHMENT 4

STANDARD PRESERVATION COVENANT

In consideration of the conveyance of the real property that includes the (*name of property*) located in New York City, State of New York, the Grantee hereby covenants on behalf of itself, its successors and assigns, to the New York State Historic Preservation Officer (SHPO) to preserve and maintain (*name of property*), in a manner that preserves and maintains the attributes that contribute to the eligibility of the (*name of property*), of which said real property is a part, for listing on the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the SHPO, and views from, to, and across the property.

1. The [*name of property*] will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on (*name of property*) that would materially affect the integrity or the appearance of the attributes described above without prior approval of the SHPO and a record of such.

2. Upon acquisition of the property, the Grantee will take prompt action to secure the property from the elements, vandalism, and arson, and will undertake any stabilization that may be required to prevent deterioration. The Grantee will be responsible for this security and stabilization to the same extent required of the Grantor, the United States of America, at the time of deed transfer. The Grantee will make every effort to retain or reuse, to the extent practicable, the historic structures.

3. In the event that human remains or archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the SHPO is consulted and provides written permission to recommence work. Should the SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the resources. The Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37).

4. The Grantee will allow the SHPO or his/her designee, upon reasonable advance notice to the Grantee, an annual inspection of (*name of property*) in order to ascertain whether the Grantee is complying with the conditions of this covenant.

5. The Grantee will provide the SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of (*name of property*).

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. Government or upon 60 days prior notice to the U.S. Government the PA SHPO may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of (*name of property*).

7. The failure of the U.S. Government or the SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. Government or the SHPO of any other right or remedy or the use of such right or remedy at any other time.

8. This covenant is binding on the Grantee, his/her/its heirs, successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any lesser estate in (*name of property*), or any part thereof.

(end of attachment 4)

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Appendix B

Historic and Cultural Resources Documentation

B.1 Programmatic Agreement for the Disposal of the Naval Station, February 7, 2000

B.2 Quitclaim Deed Between U.S. Navy and BNYDC, May 29, 2001

B.3 Correspondence

B.4 Alternatives Analysis

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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE

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Document Type: DEED
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PRESENTER:
FIRST AMERICAN NEW YORK OFFICE
633 THIRD AVENUE
NEW YORK, NY 10017
212-922-9700
300817818-CQ

RETURN TO:
ROSS & COHEN, LLP.
711 THIRD AVENUE
NEW YORK, NY 10017
ATTN: JOSEPH A. MASCIA

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2023	150	Entire Lot	22 FLUSHING AVENUE

Property Type: INDUSTRIAL BUILDING

CROSS REFERENCE DATA

CRFN _____ *or* Document ID _____ *or* Year ____ Reel ____ Page ____ *or* File Number _____

PARTIES

GRANTOR/SELLER:
UNITED STATES OF AMERICA
NAVAL FACILITIES ENGINEERING COMMAND
LESTER, PA 00000

GRANTEE/BUYER:
BROOKLYN NAVY YARD DEVELOPMENT CORPORATION
63 FLUSHING AVENUE
BROOKLYN, NY 11205

FEES AND TAXES

Mortgage

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES:		
County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
TOTAL:	$	0.00

NYC HPD Affidavit in Lieu of Registration Statement

Recording Fee:	$	132.00
Affidavit Fee:	$	0.00
NYC Real Property Transfer Tax Filing Fee:	$	50.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 10-21-2003 10:52
City Register File No.(CRFN): **2003000430348**

City Register Official Signature

#300817818

Department of Navy Contract No. N62472-01-RP-00047

QUITCLAIM DEED

THIS INDENTURE, made this 29th day of May 2001, between the UNITED STATES OF AMERICA, acting through the Secretary of the Navy, by the Commanding Officer, Northern Division, Naval Facilities Engineering Command, Lester, Pennsylvania, hereinafter referred to as the GOVERNMENT, and the BROOKLYN NAVY YARD DEVELOPMENT CORPORATION a New York economic development financing authority, whose address is 63 Flushing Avenue, Brooklyn, New York, hereinafter referred to as the GRANTEE.

WHEREAS, the Secretary of the Navy may convey surplus property at a closing installation to public bodies when a public purpose is served pursuant to the provisions of 40 U.S.C. § 484(e) (3) (H), as implemented by 41 CFR Part 101-47.304-9, and under the power and authority provided by Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32 CFR Part 91); and

WHEREAS, GRANTEE, by application dated December 12, 2001, requested an "Economic Development Conveyance" ("EDC") of the surplus portions of former Brooklyn Naval Station complex, approximately 28.30 acres in size, to be used and developed in accordance with the "Redevelopment Plan for Naval Station Brooklyn, New York" dated March 01, 1996 ("Reuse Plan") that had been prepared by the City of New York ("City") and approved by the Department of Housing and Urban Development in September 1996.

WHEREAS, GRANTEE proposes to use the entire parcel of land for economic development purposes as set forth in the EDC application of December 12, 2000 through a variety of mixed uses consistent with the Finding of Suitability to Transfer dated January 14, 2000.

WHEREAS, an agreement ("Purchase Agreement") (N62472-01-RP-00046) for the purchase of certain property, therein described as "PROPERTY" was executed by GOVERNMENT and GRANTEE on May 29, 2001.

In consideration of the foregoing, of the terms and conditions set forth below, of the terms and conditions set forth in the Purchase Agreement, and of other good and valuable consideration (the receipt and adequacy of which, as consideration, the parties hereto both acknowledge), the parties hereto, intending to be legally bound hereby, have agreed to, and do hereby, effectuate the conveyance set forth below.

Conveyancing Language

GOVERNMENT does hereby, subject to any easements and encumbrances of record and subject to the reservations, exceptions, notices, covenants, conditions, and restrictions expressly contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE, its heirs, successors, and its assigns, without any warranty express or implied as to the quantity or quality of GOVERNMENT's title (except such warranties as are specifically set forth herein, specifically required by 42 U.S.C. § 9620(h)(3)(B), or otherwise required by law), all GOVERNMENT's right, title, and interest in that certain real property (collectively, "Conveyed Property"), including, but not limited to the underlying estate, buildings, structures, and improvements, and personal property situated or installed thereon, more fully described on the documents attached to this Quitclaim Deed and incorporated herein as **Exhibit "A"**.

TOGETHER WITH all and singular the ways, waters, water-courses, driveways, rights, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of GOVERNMENT, in law, equity, or otherwise howsoever, of, in, and to the same and every party thereof, and

TOGETHER WITH all riparian rights and all other privileges that may appertain to the Conveyed Property, to the end and extent that GRANTEE, its successors, and assigns shall by this Indenture acquire all right, title, interest, and privilege of GOVERNMENT in and with regard to the beds of the rivers and of any other watercourses or bodies of water adjacent to the Conveyed Property,

TO HAVE AND TO HOLD the said lots or pieces of ground above described, the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said GRANTEE, its heirs, its successors, and its assigns, to and for the only proper use and behoof of the said GRANTEE, its heirs, its successors, and its assigns forever.

NOTICES, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

I. Notice of Environmental Condition and Description of Remedial Action: Information concerning the environmental condition of The PROPERTY, the type and quantity of hazardous substances stored for one year or more, known by GRANTOR to have been released, or disposed of, and the time at which such storage, release or disposal took place, and a description of the remedial action taken, if any, is referenced in numerous reports, including but not limited to, documents known as the Finding of Suitability to Transfer dated January 14, 2000, which are incorporated herein by reference, and the receipt of which are hereby acknowledged by the GRANTEE.

II. Representation, Warranty, and Covenant Required by 42 U.S.C. 9620(h)(3)(B): In accordance with 42 U.S.C. § 9620(h)(3)(B), GOVERNMENT hereby warrants that:

(i) all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the PROPERTY has been taken as of the date of this Quitclaim Deed, and

(ii) and additional remedial action found to be necessary after delivery of this Quitclaim Deed shall be conducted by the GOVERNMENT.

III. Reservation of Access required by Title 42, United States Code at section 9620(h)(3)(C)(iii): In accordance with 42 U.S.C. § 9620(h)(3)(C), GOVERNMENT reserves all reasonable and appropriate rights of access over the PROPERTY whenever any remedial action or corrective action is found to be necessary. The right of access described herein shall include the right to conduct tests, investigations, and surveys (including, where necessary, drilling, test pitting, boring, and other similar activities). Such right shall also include the right to conduct, operate, maintain, or undertake any other response or remedial action as reasonably necessary (including but not limited to monitoring wells, pumping wells, and treatment facilities). Any such entry, and all responses, or remedial actions, shall be coordinated in advance by GOVERNMENT with GRANTEE or its successors and assigns, and shall be performed in a manner which eliminates, or minimizes to the maximum extent possible, (i) any damage to any structures on the PROPERTY and (ii) any disruption or disturbance of the use and enjoyment of the PROPERTY.

IV. Indemnification Required by U.S.P.L. 102-484 § 330 and 42 U.S.C. § 9620(h)(3): Pursuant to and subject to the authority, limitations, direction, reservations, exceptions and procedures directed by and contained in Section 330 of P.L.102-484, as amended, GOVERNMENT shall hold harmless, defend and indemnify, in full, GRANTEE; any other person or entity that acquires ownership or control from the GRANTEE; or any successor, assignee, transferee, lender of the GRANTEE, from and against any suit, claim, demand, administrative or judicial action, liability, judgment, cost or fee, arising out of any claim for personal injury or property damage (including death, illness, loss or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum or petroleum derivative from or on the Premises, as a result of Department of Defense activities at the Premises.

V. Covenant re Archeological Matters: As more fully described in the document attached to this Quitclaim Deed and incorporated herein as **Exhibit "B"**, areas within PROPERTY have been identified and are referred to within, collectively, as an "Archeological Site." GRANTEE, its successors, and its assigns hereby covenant at all times to the New York State Historic Preservation Officer ("NY SHPO") to maintain and preserve the Archeological Site as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on the Archeological Site that would affect the physical integrity of the Archeological Site without first obtaining the

prior written permission of the NY SHPO (signed by a fully authorized representative thereof). Should the NY SHPO require, as a condition to granting of such permission, that GRANTEE conduct archeological-data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the Archeological Site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as NY SHPO may specify (including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains).

2. GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the Archeological Site and shall promptly report any such disturbance to the NY SHPO.

3. GRANTEE will allow the NY SHPO or his/her designee, upon reasonable advance notice to GRANTEE, an annual inspection of the Archeological Site in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60 days prior notice to GOVERNMENT) NY SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation or to require the restoration of the Archeological Site.

5. The failure by GOVERNMENT or by the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the NY SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee-simple title or any lesser estate in the archeological site or any part thereof.

7. This covenant shall be a binding servitude upon the real property that includes the Archeological Site and shall be deemed to run with the land. Recording this Quitclaim Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

VI. Covenant re Historic Preservation: The PROPERTY has been identified as containing historic structures eligible for the National Register of Historic Places (collectively, "Historic Resources") and is the location of an historic district. GRANTEE, on behalf of itself, its successors, and its assigns, hereby covenants to the NY SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing on the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the NY SHPO, and views from, to, and across the property.

1. The PROPERTY will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken within "Historic Site" that would materially affect the integrity or the appearance of the attributes described above without prior approval by the PA SHPO and a record of such.

A. Within thirty (30) calendar days of the PA SHPO's receipt of notification provided by GRANTEE pursuant to the foregoing provisions of this paragraph 2, the PA SHPO will respond to GRANTEE in writing as follows:

(i) that GRANTEE may proceed with the proposed undertaking without further consultation; or

(ii) that GRANTEE must initiate and complete consultation with the PA SHPO before GRANTEE may proceed with the proposed undertaking.

B. If the PA SHPO fails to respond to GRANTEE's written notice, as described in the above paragraph 2.A, within thirty (30) calendar days of the PA SHPO's receipt of the same, GRANTEE may proceed with the proposed undertaking without further consultation with the PA SHPO.

C. If the response provided to GRANTEE by the PA SHPO pursuant to the above paragraph 2.A requires consultation with the PA SHPO, both parties shall so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable mitigation measures, GRANTEE shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior standards for recordation and any applicable state

standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE and the PA SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of GRANTEE.

2. Upon acquisition of the PROPERTY, GRANTEE shall take prompt action to secure the Historic Resources from the elements, vandalism, and arson, and shall undertake any stabilization that may be required to prevent deterioration. GRANTEE will be responsible for this security and stabilization, to the same extent required of GOVERNMENT, at the time of deed transfer. GRANTEE will make every effort to retain or reuse, to the extent practicable, the historic structures.

3. In the event that human remains or archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the NY SHPO is consulted and provides written permission to recommence work. Should the NY SHPO require, as a condition of the granting of such permission, that GRANTEE conduct archeological survey data-recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37).

4. GRANTEE will allow the NY SHPO or his/her designee, upon reasonable advance written notice to GRANTEE, to conduct an annual inspection of the Historic Resources in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.

5. GRANTEE will provide the NY SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the PROPERTY.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT or (upon 60 days prior notice to GOVERNMENT) the NY SHPO may, following reasonable written notice to GRANTEE, institute suit to enjoin said violation or to require the restoration of the Historic Resources.

7. The failure of GOVERNMENT or the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or the NY SHPO of any other right or remedy or the use of such right or remedy at any other time.

8. This covenant is binding on GRANTEE, its heirs, successors and assigns. The restrictions, stipulations and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which it divests himself/herself/itself of either the fee simple title or any lesser estate in the PROPERTY or any part thereof.

VII. <u>Covenant re Naval Hospital Cemetery</u>: As more fully described in the document attached to this Quitclaim Deed and incorporated herein as **Exhibit "C"**, areas within PROPERTY have been identified and are referred to within, collectively, as an "Cemetery Site." GRANTEE, its successors, and its assigns hereby covenant at all times to the New York State Historic Preservation Officer ("NY SHPO") to maintain and preserve the Archeological Site as follows:

1. No disturbance of the ground surface shall be undertaken or permitted to be undertaken on the "Cemetery Site."

2. The GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the "Cemetery Site" and shall promptly report any such disturbance to the NY SHPO.

3. The GRANTEE will allow the NY SHPO or his/her designee, upon reasonable advance notice to the GRANTEE, an annual inspection of the "Cemetery Site", in order to ascertain whether the GRANTEE is complying with the conditions of this covenant.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the GOVERNMENT or upon 60 days prior notice to the GOVERNMENT the NY SHPO may, following reasonable notice to the GRANTEE, institute a suit to enjoin said violation or to require the restoration of the "Cemetery Site".

5. The failure of the GOVERNMENT or the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the GOVERNMENT or the NY SHPO of any right or remedy or the use of such right or remedy at any other time.

6. This covenant is binding on GRANTEE, his/her/its heirs, successors and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in the "Cemetery Site", or any part thereof.

7. This covenant shall be binding servitude upon the real property that includes the "Cemetery Site" and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

VIII. Lead-Based Paint: The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all Federal, state, and local laws relating to lead-based paint in its use and occupancy of the PROPERTY (including demolition and disposal of existing improvements). The GRANTEE shall hold harmless and indemnify the GRANTOR, except as provided by the covenants and indemnities contained herein, from and against any and all loss, judgement, claims, demands, expenses, or damages of whatever nature or kind which might arise or be made against the GRANTOR as a result of lead-based paint having been present on the PROPERTY herein described. Improvements on the PROPERTY were constructed prior to 1978 and, as with all such improvements, a lead-based paint hazard may be present.

IX. Presence of Asbestos: The GRANTOR represents and the GRANTEE, its successors and assigns, acknowledge that certain portions of the improvements on the PROPERTY subject to this Quitclaim Deed may contain asbestos-laden materials. The GRANTEE, by acceptance of this Quitclaim Deed, covenants and agrees, for itself, its successors and assigns, that in its use and occupancy of the PROPERTY (including demolition and disposal of existing improvements) it will comply with any applicable Federal, state and local laws relating to asbestos and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the PROPERTY , whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Section 101-47.304-13 of the Federal Property Management Regulations, attached hereto as **Exhibit "D"** and made a part hereof, contains complete warnings and responsibilities relating to asbestos-laden materials.

X. Presence of Polychlorinated Biphenyls (PCBs): The GRANTEE, its successors and assigns, are hereby on notice and do acknowledge that certain portions of the improvements on PROPERTY subject to this Quitclaim Deed may include electric light fixtures with ballasts containing PCBs. The GRANTEE, by acceptance of this Quitclaim Deed, covenants and agrees, for himself, his heirs, successors and assigns, that in its use and occupancy of PROPERTY (including demolition and disposal of existing improvements) will comply with all Federal, state and local laws relating to PCBs and that the GOVERNMENT assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE's heirs, successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ballasts containing PCBs on PROPERTY, whether the GRANTEE, his heirs, successors or assigns, has properly warned or failed to properly warn the individual(s) injured.

XI. Presence of Historic Fill Material: The GRANTEE, its successors and assigns, are hereby on notice and do acknowledge that certain portions of PROPERTY subject to this Quitclaim Deed are underlain by historic fill material. The GRANTEE, by acceptance of this Quitclaim Deed, covenants and agrees, for himself, his heirs, successors and assigns, that in its use and occupancy of PROPERTY (including excavation) will comply with all Federal, state and local laws relating to the constituents of historic fill and that the GOVERNMENT assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE's heirs, successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with the historic fill on PROPERTY, whether the GRANTEE, his heirs, successors or assigns, has properly warned or failed to properly warn the individual(s) injured.

XII. FAA Construction: The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that all construction, alterations, or improvements on the PROPERTY , of whatever type or nature, are subject to the formal advance approval of the Federal Aviation Administration (FAA) for compliance with the regulations set forth in *14 CFR Part* 77, entitled "Objects Affecting Navigable Airspace," and issued under the authority of the Federal Aviation Act of 1858, as amended.

XIII. Non-Discrimination: The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the PROPERTY hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, age, color, sex, religion, or national origin in the use, occupancy, sale or lease of the PROPERTY described herein, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

General Provisions

A. Except as expressly provided in this Quitclaim Deed or as otherwise required by law, the PROPERTY is being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, quantity, character, condition, size, kind, or fitness for a particular purpose.

B. GRANTEE shall have the right but not the obligation to record any, some, or all of the documents (including but not limited to the instruments incorporated herein as exhibits) that comprise this Quitclaim Deed.

C. Except if and as otherwise provided expressly herein or as prohibited or otherwise required by law, the burdens and benefits of this Quitclaim Deed shall bind and shall inure to the benefit of the parties, of the parties successors and assigns, and, in turn, of their heirs, successors, assigns, representatives and personal representatives, in perpetuity.

D. This Quitclaim Deed contains all of the rights, obligations, liabilities, conditions, covenants, reservations and restrictions between GOVERNMENT and GRANTEE, its successors and their assigns, and this Quitclaim Deed supercedes all prior agreements and understandings relating to the PROPERTY.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed as of the day and year first written above.

UNITED STATES OF AMERICA

By Gregory C. Preston
GREGORY C. PRESTON
Base Closure Team
Real Estate Contracting Officer

WITNESS:
Eileen J. Daugherty
Eileen J. Daugherty

State of PENNSYLVANIA :

: ss.

County of DELAWARE :

AND NOW, this 29th day of MAY, 2001, before me, the undersigned officer, personally appeared GREGORY PRESTON, known to me to be the Real Estate Contracting Officer, Base Closure Team of the Northern Division, Naval Facilities Engineering Command, and he acknowledged (i) that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained, and (ii) that the same was the free act and deed of the United States of America.

In witness whereof, I hereunto set my hand and official seal:

Notary Public

NOTARIAL SEAL
MICHAEL T. DUNN, Notary Public
Lester, Delaware County
My Commission Expires Nov. 6, 2004

SEAL

EXHIBIT A

PROPERTY DESCRIPTION
THE PROPERTY

Naval Station Brooklyn, New York
Property Description of 28.12 acres of land.

Beginning at a point in the northwesterly intersection of Williamsburg Place and Flushing Avenue said point also being the southeasterly corner of a 0.8-acre parcel acquired on January 20th 1942 under civil no. M-632 and identified as Navy Motion Picture Service on Attachment "A", Naval Station Brooklyn, New York, Real Estate Summary Map, NAVFAC DWG. No. 2011756; thence and with the northerly right of way line of Flushing Avenue S78° 00'38"W a distance of 706.73' to a point; thence N86°54'07"W a distance of 665.00' to a point, said point being the southeast corner of a 5.36 acre parcel transferred to the Federal Bureau of Prisons on January 8th, 1993; thence and with said easterly property line N02°36'03"E a distance of 488.47 ' to a point; thence S87°25'38"E a distance of 103.07' to a point; thence N02°29'31"E a distance of 35.78' to a point; thence S87°25'32"E a distance of 419.05' to a point in the westerly property line of the Support Activity Annex parcel; thence N05°13'27"W a distance of 229.45' to a point; thence N82°47'05"W a distance of 28.92 to a point; thence N01°00'17"W a distance of 303.67' to a point; thence S86°52'32"E a distance of 2.00' to a point; thence N03°07'28"E a distance of 238.00' to a point; thence S86°52'32"E a distance of 117.38' to a point; thence N02°31'45"E a distance of 99.27' to a point; thence N42°23'45"E a distance of 38.42' to a point; said point being approximately 215 feet southwest of the southerly right of way line of Kent Avenue; thence S47°36'15"E a distance of 878.73' to a point; thence N46°37'54"E a distance of 203.20' to a point in the southerly right of way line of Kent Avenue; thence and with said southerly right of way S28°04'21"E a distance of 53.24' to a point; thence S09°35'45"E a distance of 210.70' to a point in the westerly right of way line of Williamsburg Place; thence with said westerly right of way line of Williamsburg Place, S12°52'34"W a distance of 332.11' to a point; thence S12°51'38"W a distance of 261.04' to the point and place of beginning, containing approximately 28.12 acres of land, more or less.

EXHIBIT B

ARCHAEOLOGICAL SITE

NAVAL STATION BROOKLYN
ARCHAEOLOGLICAL COVENANT
HOSPITAL AREA

Beginning at a point in the northerly right of way line of Flushing Avenue and the northerly extended centerline of Ryerson Street thence S 86d 54' 07" E a distance of 98.56 feet to a point in the centerline of Hospital Road; thence and with said Hospital Road centerline northeasterly a distance of 270 feet to a point; thence easterly approximately 15 feet to a point in the easterly right of way line of Hospital Road; said point also being the point and place of beginning; thence and with said easterly right of way line of Hospital Road northeasterly a distance of 232 feet to a point in the approximate centerline of Oman Road; thence and with said centerline southeasterly a distance of 170 feet to a point in the westerly right of way line of an un-named access way; thence with said westerly access way southwesterly a distance of 232 feet to a point in the northerly right of way line of Squibb Place; thence and with said northerly right of way line northwesterly a distance of 170 feet to the point and place of beginning, containing approximately 39,440 square feet or 0.90 acres of land more or less.

EXHIBIT C

CEMETERY SITE

NAVAL STATION BROOKLYN, NEW YORK
CEMETERY COVENANT

Beginning at the northwesterly intersection corner of Flushing Avenue and Williamsburg Place, thence and with the northerly right of way line of Flushing Avenue S 78d 00' 38" W a distance of 110.00 feet to a point; thence N 05d 19' 22" W a distance of 219.42 feet to a point, said point being the northwesterly corner of the former Navy Motion Picture Service parcel and the point and place of beginning, thence northwesterly approximately 375 feet to a point; thence northeasterly approximately 165 feet to a point; thence southeasterly 65 feet to a point; thence southeasterly 185 feet to a point; thence southwesterly 245 feet to a point in the northerly property line of the former Navy Motion Picture Service parcel, said point also being S 74d 28'38" W 94.53 feet from the westerly right of way line of Williamsburg Place; thence S 74d 28'38"W a distance of 65 feet to a point; thence S 63d 25' 49"W a distance of 36.17 feet to the point and place of beginning, containing approximately 97,143 square feet or 2.23 acres of land more or less.

EXHIBIT D
FEDERAL PROPERTY MANAGEMENT
REGULATIONS SECTION 101- 47.304-13

§ 101-47.304-13 Provisions relating to asbestos.

Where the existence of asbestos on the property has been brought to the attention of the disposal agency by the Standard Form 118 information provided in accordance with § 101-47.202-2)(b)(9), the disposal agency shall incorporate such information (less any cost or time estimates to remove the asbestos- containing materials) in any Invitation for Bids/Offers to Purchase and include the following:

Notice of the Presence of Asbestos--Warning!

(a) The Purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the property set forth in the Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency

having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

[53 FR 29894, Aug. 9, 1988]

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2003081300801001001S3F7A

SUPPORTING DOCUMENT COVER PAGE

Document ID: 2003081300801001 Document Date: 05-29-2003 Preparation Date: 08-13-2003
Document Type: DEED

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	1

REMARKS:
QUIT CLAIM DEED

FOR CITY USE ONLY

C1. County Code ____ C2. Date Deed Recorded ___ / ___ / ___ (Month Day Year)

C3. Book ____ C4. Page ____

OR

C5. CRFN ____

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location: 22 (STREET NUMBER) Flushing Avenue (STREET NAME) Brooklyn (BOROUGH) 11205 (ZIP CODE)

2. Buyer Name: Brooklyn Naval Yard Development Corproation (LAST NAME / COMPANY) ____ (FIRST NAME)
____ (LAST NAME / COMPANY) ____ (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
____ (LAST NAME / COMPANY) ____ (FIRST NAME)
____ (STREET NUMBER AND STREET NAME) ____ (CITY OR TOWN) ____ (STATE) ____ (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC
4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: ____ (FRONT FEET) X ____ (DEPTH) OR 28.3 (ACRES)

Check the boxes below as they apply:
6. Ownership Type is Condominium ☐
7. New Construction on Vacant Land ☐

8. Seller Name: United States of America (LAST NAME / COMPANY) ____ (FIRST NAME)
____ (LAST NAME / COMPANY) ____ (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A	☐	One Family Residential	C	☐	Residential Vacant Land	E	☑	Commercial	G ☐ Entertainment / Amusement	I ☐ Industrial
B	☐	2 or 3 Family Residential	D	☐	Non-Residential Vacant Land	F	☐	Apartment	H ☐ Community Service	J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: ___ / ___ / ___ (Month Day Year)

11. Date of Sale / Transfer: 5 / 29 / 2001 (Month Day Year)

12. Full Sale Price: 0

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale: 0

14. Check one or more of these conditions as applicable to transfer:

- A ☐ Sale Between Relatives or Former Relatives
- B ☐ Sale Between Related Companies or Partners in Business
- C ☐ One of the Buyers is also a Seller
- D ☑ Buyer or Seller is Government Agency or Lending Institution
- E ☐ Deed Type **not** Warranty or Bargain and Sale (Specify Below)
- F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
- G ☐ Significant Change in Property Between Taxable Status and Sale Dates
- H ☐ Sale of Business is Included in Sale Price
- I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
- J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: Y4

16. Total Assessed Value (of all parcels in transfer): 13,466,700

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

Brooklyn | 2023 | 150

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

Brooklyn Navy Development Corporation

Daniel Cook — 7/11/03
BUYER SIGNATURE — DATE

63 (STREET NUMBER) Flushing Avenue (STREET NAME (AFTER SALE))

Brooklyn (CITY OR TOWN) NY (STATE) 11205 (ZIP CODE)

BUYER'S ATTORNEY

Banker (LAST NAME) Martin (FIRST NAME)

718 (AREA CODE) 907-5960 (TELEPHONE NUMBER)

SELLER

United States of America

Gregory C. Preston — 7/24/03
SELLER SIGNATURE — DATE

Gregory C. Preston
Real Estate Contracting Officer
NOT in a Personal Capacity

Appendix B

Historic and Cultural Resources Documentation

B.1 Programmatic Agreement for the Disposal of the Naval Station, February 7, 2000
B.2 Quitclaim Deed Between U.S. Navy and BNYDC, May 29, 2001
B.3 Correspondence
B.4 Alternatives Analysis

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✓12/20

EarthTech
A tyco International Ltd. Company

One World Financial Center
200 Liberty Street
25th Floor
New York, NY 10281

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December 20, 2006

Ms. Beth A. Cumming
New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island, PO Box 189
Waterford, New York 12188-0189

RE: SHPO Project Review Number 03PR02870
Brooklyn Navy Yard, Kings County

Dear Ms. Cumming,

The Brooklyn Navy Yard Development Corporation (BNYDC) has engaged the services of Earth Tech to conduct a Phase I Archaeological Survey of the Northern Triangle and an Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) Level II Documentation of Building 305 on the Northern Triangle at the Navy Yard. BNYDC is planning to develop the Northern Triangle, a two (2)-acre portion of the former Naval Station, Brooklyn, New York (NAVSTA Brooklyn). The Northern Triangle is part of the National Register-eligible Brooklyn Navy Yard Annex Historic District. In accordance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, its implementing regulations, and a Programmatic Agreement (PA) dated May 30, 2001 between the New York State Office of Parks, Recreation and Historic Preservation (SHPO) and the BNYDC, the BNYDC requested the comments of SHPO regarding the proposed development of the Northern Triangle. Earth Tech, on behalf of BNYDC is seeking concurrence from the SHPO that a Phase 1 archaeological investigation of this site is not necessary.

In a letter to BNYDC dated October 6, 2005, the SHPO Archeology Unit recommended that BNYDC conduct Phase 1 archaeological investigations on the two (2)-acre Northern Triangle unless it can be demonstrated that such a study has already been completed for the proposed area of potential effect (APE). Earth Tech was contracted by BNYDC to fulfill its obligations in accordance with Section 106 and the PA, and to demonstrate, through the present correspondence, that the Northern Triangle has already been sufficiently evaluated from an archaeological perspective.

As a consultant to the US Navy, Earth Tech (and its predecessor firm TAMS Consultants, Inc.) and other firms conducted multiple archaeological surveys at the approximately 28-acre former NAVSTA Brooklyn complex during the 1990s. A series of correspondences and consultations with the SHPO occurred during this time period concerning National Register eligibility of standing structures and potential areas of archaeological sensitivity for the entire 28-acre NAVSTA Brooklyn complex, culminating in the May 1999 report *Determination of National Register Eligibility of Naval Hospital Archaeological Features, Naval Station Brooklyn,* NY. The SHPO accepted and approved the report and concurred with its conclusions and recommendations in a letter to the Navy dated August 17, 1999. Earth Tech (TAMS) completed the Final Environmental Impact Statement for the transfer and reuse of the former NAVSTA Brooklyn complex in June 2000.

Earth Tech senior archaeologists have reviewed the results and recommendations in the previous archaeological reports as part of the current compliance process. Phase 1 archaeological investigation of the two (2)-acre Northern Triangle is not warranted for the BNYDC's proposed project. The Northern Triangle was not considered archaeologically sensitive in previous surveys, despite being located within the National Register-eligible Brooklyn Navy Yard Annex Historic District.

Survey reports completed for the former NAVSTA Brooklyn that include evaluations of the Northern Triangle are as follows:

- *Environmental Assessment for Base Closure and Realignment of Naval Station New York at Brooklyn* (US Navy, 1990). Prepared by Ecology and Environment, Inc. for the US Navy.

- *Cultural Resources Survey for Base Closure and Realignment, Redevelopment and Reuse of Excess Property at Naval Station New York* (US Navy, 1994). Prepared by Baystate Environmental Consultants, Inc. for the US Navy.

- *Archaeological Evaluation (Stage 1A Documentary Study) former Naval Station New York Navy Yard Annex Site* (US Navy, 1997). Prepared by Joan H. Geismar, Ph.D. for the US Navy.

- *Determination of National Register Eligibility of Naval Hospital Archaeological Features Naval Station Brooklyn, NY* (US Navy, 1999). Prepared by TAMS Consultants, Inc. for the US Navy.

- *Final Environmental Impact Statement Disposal and Reuse of Naval Station Brooklyn, Brooklyn, New York* (US Navy, 2000). Prepared by TAMS Consultants, Inc. for the US Navy.

Earth Tech, on behalf of the BNYDC, is seeking concurrence from the SHPO that a Phase 1 archaeological investigation for the two (2)-acre Northern Triangle is not necessary for the proposed project and would yield redundant information. Compliance with Section 106 of NHPA and the conditions of the PA for SHPO review have already been met by the previous archaeological surveys of the 28-acre NAVSTA Brooklyn complex.

Earth Tech is in the process of completing the HABS/HAER Level II Documentation of Building 305 that will be sent to the SHPO under separate cover.

Thank you for your attention in this matter. Should any questions regarding the prior archaeological surveys arise, please contact me by telephone at 212.798.8612 or via e-mail at nancy.stehling@earthtech.com.

Furthermore, please send a letter of concurrence to our client, BNYDC. The letter should be sent to the following representative:

Richard H. Drucker
Senior Vice President External Affairs
Brooklyn Navy Yard Development Corporation
63 Flushing Avenue, Unit 300
Building 292
Brooklyn, New York, 11205

Mr. Drucker can be reached at 718-907-5936 or via e-mail at rdrucker@brooklynnavyyard.com.

Sincerely,

Nancy A. Stehling, RPA
Historic Archaeologist

cc: Richard H. Drucker, BNYDC

New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island, PO Box 189, Waterford, New York 12188-0189 518-237-8643

February 13, 2007

Richard H. Drucker
Senior vice President External Affairs
Brooklyn Navy Yard Development Corporation
63 Flushing Avenue, Unit 300
Building 292
Brooklyn, NY 11205

Dear Mr. Drucker:

Re: Navy
Building 305 Brooklyn Navy Yard
Brooklyn, Kings County
03PR02870

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO) for the proposed demolition of Building 305 in the Brooklyn Navy Yard. We have reviewed the submitted Phase I Archeological Survey of the Northern Triangle. We have reviewed the submitted materials in accordance with Section 106 of the National Historic Preservation Act of 1966 and the implementing regulations as well as the Programmatic Agreement (PA), the Covenant and the Agreement with SHPO regarding review in place for this project.

Douglas Mackey of our Archeology Unit notes that there are no further archeological concerns in the Northern Triangle. We look forward to receiving the additional information requested in our letter of April 20, 2006.

Thank you for your request. If you have any questions, I can be reached at (518) 237-8643, ext. 3282. Please refer to the SHPO Project Review (PR) number in any future correspondences regarding this project.

Sincerely,

Beth A. Cumming BAC
Historic Preservation Specialist – Technical Unit
e-mail: Beth.cumming@oprhp.state.ny.us

cc: Alison Rachleff – via fax 212-798-8501

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Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

New York State Office of Parks, Recreation and Historic Preservation

Division for Historic Preservation
P.O. Box 189, Waterford, New York 12188-0189
518-237-8643

16 June 2014

Ms. Shani Leibowitz
Brooklyn Navy Yard Development Corporation
Building 292
63 Flushing Avenue, Unit 300
Brooklyn, NY 11205

Re: ARMY
Brooklyn Navy Yard Steiner Studios Master Plan
Borough of Brooklyn, Kings County
13PR00424

Dear Ms. Leibowitz:

The State Historic Preservation Office (SHPO) has reviewed the latest information submitted for this project. Our review has been in accordance with Section 106 of the National Historic Preservation Act and relevant implementing regulations.

Based on a review of the December 1996 report *Archaeological Evaluation (Stage 1A Documentary Study), Former Naval Station (NAVSTA) New York, Navy Yard Annex Site, Brooklyn, New York*, updated January 1997), SHPO has the following comments and recommendations regarding the proposed project Phase III development.

The report identifies five areas, designated A-E, that are recommended for archaeological testing, as shown on Figure 28. This office concurs with these recommendations, with specific recommendations as follows (items as enumerated in the submitted "Project Description").

1. Naval Annex - Replacement of Utility Infrastructure: SHPO recommends that any areas of planned ground disturbance within or adjacent to (minimum of 50 feet from) any of the designated sensitive areas should be subjected to archaeological examination.
2. Naval Annex – Construction of Grand Stair Connector: this is not near a designated sensitive area, so no testing is recommended.
3. Main Campus – Creation of new entrance on Kent Ave: available evidence indicates that this area is highly disturbed, no testing is recommended.
4. Main Campus – Construction Stages 16-21: available evidence indicates that this area is highly disturbed, no testing is recommended.
5. Main Campus – Construction of perimeter wall for future backlot: available evidence indicates that this area is highly disturbed, no testing is recommended.

6. Naval Annex – Stabilization of remaining structures: SHPO recommends that any areas of planned ground disturbance within or adjacent to (minimum of 50 feet from) any of the designated sensitive areas should be subjected to archaeological examination.
7. Naval Annex – Demolition of 4 structures and removal of 5 remnants/foundations: SHPO recommends that any areas of planned ground disturbance within or adjacent to (minimum of 50 feet from) any of the designated sensitive areas should be subjected to archaeological examination.
8. Naval Annex – Renovation of the Officer's Club: this is not near a designated sensitive area, so no testing is recommended.

The archaeologically sensitive areas have been designated primarily based on the potential presence of subterranean features (e.g. privies) and grave shafts. These are discrete entities of relatively small size which may not be effectively identified by standard testing methods (i.e. systematic shovel testing). Therefore, SHPO recommends that the primary method of archaeological examination should be mechanical stripping to remove topsoil and/or fill and expose the extant upper subsoil surface. Stripping may be preceded by limited stratigraphic testing to ascertain the depth of material to be removed.

SHPO recommends that the archaeological work plan include our Human Remains Discovery Protocol (see enclosed). Also, SHPO recommends that an Unanticipated Discoveries Protocol should be adopted for all planned ground-disturbing activities. The enclosed template should be edited as needed. Please submit the edited version for review by this office.

Comments regarding buildings and structures will be issued separately.

If you have any questions please don't hesitate to contact me.

Sincerely,

Philip A. Perazio, Historic Preservation Program Analyst – Archaeology Unit
Phone: 518-237-8643 x3276; FAX: 518-233-9049
Email: Philip.Perazio@parks.ny.gov

Enclosures

Cc: Soo Kang, Empire State Development (via email)
Rachel Shatz, ESD (via email)

State Historic Preservation Office/ New York State Office of Parks, Recreation and Historic Preservation Human Remains Discovery Protocol (October 2013)

In the event that human remains are encountered during construction or archaeological investigations, the New York State Historic Preservation Office (SHPO) recommends that the following protocol is implemented:

- At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.

- Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

- The county coroner/medical examiner, local law enforcement, the SHPO, the appropriate Indian Nations, and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archaeological.

- If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Please note that avoidance is the preferred choice of the SHPO and the Indian Nations. The involved agency will consult SHPO and appropriate Indian Nations to develop a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance. Photographs of Native American human remains and associated funerary objects should not be taken without consulting with the involved Indian Nations.

- If human remains are determined to be non-Native American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Please note that avoidance is the preferred choice of the SHPO. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

GENERIC UNANTICIPATED DISCOVERIES PROTOCOL

UNANTICIPATED DISCOVERIES PROTOCOL for [INSERT PROJECT NAME]

To assist [INSERT LEAD AGENCY] in meeting the requirements of Section 106 of the National Historic Preservation Act as defined in the Advisory Council on Historic Preservation (Council) regulations "Protection of Historic Properties" (36 CFR Part 800) [OR STATE-LEVEL EQUIVALENT], [INSERT APPLICANT AND CONSULTANT] have developed the following Unanticipated Discovery Protocol to be implemented should new or additional historic properties [cultural resources] be found after construction has begun on [PROJECT NAME]. This protocol has been developed through reference to the regulations embodied in "Protection of Historic Properties" issued by the Council (revised August 2004, www.achp.gov/regs-rev04.pdf) and consultation with the New York State Historic Preservation Office (SHPO) [New York Office of Parks, Recreation, and Historic Preservation (OPRHP)].

Termed "unanticipated discovery" or "post-review discovery," the identification of new or additional historic properties [cultural resources] during implementation of an undertaking can occur in the case of projects that involve excavation or ground-disturbing activities. This Protocol will be implemented by [APPLICANT] if previously undiscovered archaeological resources and/or human remains are identified. Archaeological resources include man-made objects (precontact and historic period artifacts such as stone tools, pottery, glass, nails, bones, etc.) and features (e.g. stone or brick walls or pavements, pits, fireplaces, other evidence of burning, or other remnants of human activity).

Environmental inspectors and construction contractors and subcontractors will receive training regarding the identification and preliminary treatment of unanticipated discoveries and their responsibilities for protecting discoveries and initiating implementation of the Protocol. Training will occur as part of the pre-construction on-site training program for foremen, company inspectors, and construction supervisors and will be given by a qualified cultural resource specialist. During construction, the Environmental Inspectors (EI) will be responsible for advising construction contractor personnel on the procedure to follow in the event that an unanticipated discovery is made. The EI will advise all operators of equipment involved in grading, stripping, or trenching activities to stop work immediately if they observe any indications of the presence of cultural materials, contact the EI as soon as possible, comply with the unanticipated discovery procedures (outlined below), and treat humans remains with dignity and respect (see Human Remains Discovery Protocol).

Procedure When Cultural Materials Are Observed

The following measures will be implemented should an unanticipated historic property / cultural resource discovery be made by an inspector, a contractor, or subcontractor during construction of the proposed undertaking:

1) Construction activities within the immediate area of an unanticipated discovery will be halted ("immediate area" is a context-specific measure, however 30 to 50 feet is generally

adequate, although special attention should be given to the possible extension of a new find beyond this buffer zone), and the discovery protected from further disturbance;

2) [APPLICANT] will notify their cultural resources consultant [CONSULTANT], who will notify by telephone the [LEAD AGENCY] and SHPO / OPRHP and, (if necessary), the applicable county coroner and sheriff [OR EQUIVALENT] (the latter parties will be notified only in case of a finding of human remains). These notifications will take place within 24 hours of an unanticipated discovery;
3) Specific [LEAD AGENCY] and SHPO / OPRHP instructions concerning an unanticipated discovery resulting from the notification as described above will be followed and may require, archaeological work be performed on the unanticipated discovery location to stabilize deposits, protect deposits from scavengers or looters, and to collect readily available samples (e.g. for radiocarbon dating) which may help pinpoint the age of deposits; and
4) [APPLICANT] and [CONSULTANT] will further consult [LEAD AGENCY] and SHPO / OPRHP to determine and implement any additional measures necessary subsequent to the initial archaeological work. This may involve further archaeological study or consultation with Native American nations or other parties with established cultural affiliation. Construction activities will remain halted until [LEAD AGENCY] and SHPO / OPRHP indicate to [APPLICANT] that it may proceed in the area of a specified unanticipated discovery.

In the case of an unanticipated discovery of human remains, [APPLICANT] will follow all relevant state and federal law and recommendations regarding treatment of human remains. [APPLICANT] recognizes the importance of providing careful and respectful treatment of human remains recovered as an unanticipated discovery or as part of an archaeological investigation. In the event of an unanticipated discovery of human remains, [APPLICANT] will follow the *Human Remains Discovery Protocol* developed by the NY OPRHP ([LATEST DATE?]).

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Landmarks Preservation Commission

1 Centre Street
9th Floor North
New York, NY 10007

Voice (212)-669-7700
Fax (212)-669-7960
http://nyc.gov/landmarks

ENVIRONMENTAL REVIEW

Project number: EMPIRE STATE DEVELOPMENT CORP / 15ESD001K
Project: STEINER STUDIOS MEDIA CAMPUS
Date received: 1/21/2015

Comments: as indicated below. Properties that are individually LPC designated or in LPC historic districts require permits from the LPC Preservation department. Properties that are S/NR listed or S/NR eligible require consultation with SHPO if there are State or Federal permits or funding required as part of the action.

Properties with Architectural significance:
1) ADDRESS: 652 KENT AVENUE, BBL: 3020230001, PROPERTY NAME: BACKLOT, LPC FINDINGS: NO INTEREST, STATE/NATIONAL REGISTER FINDINGS: PROPERTY W/IN NATIONAL REGISTER HD
2) ADDRESS: 22 FLUSHING AVENUE, BBL: 3020230150, PROPERTY NAME: KENT AVE PARKING STRUCTURE, LPC FINDINGS: NO INTEREST, STATE/NATIONAL REGISTER FINDINGS: PROPERTY W/IN NATIONAL REGISTER HD
3) ADDRESS: 22 FLUSHING AVENUE, BBL: 3020230150, PROPERTY NAME: MEDIA CAMPUS, LPC FINDINGS: NO INTEREST, STATE/NATIONAL REGISTER FINDINGS: PROPERTY W/IN NATIONAL REGISTER HD

Comments: The LPC is in receipt of the Alternatives Analysis prepared by AECOM dated 1/20/15. The Commission concurs with the NYSHPO regarding archaeology and notes that while the historic cemetery is within the Naval Annex, no work is proposed for the cemetery as part of this project.

Regarding treatment of architectural resources, LPC defers to the SHPO.

cc: NYSHPO

Gina Santucci 1/27/2015

SIGNATURE DATE
Gina Santucci, Environmental Review Coordinator

File Name: 29838_FSO_GS_01262015.doc

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Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

New York State Office of Parks, Recreation and Historic Preservation

Division for Historic Preservation
Peebles Island, PO Box 189, Waterford, New York 12188-0189
518-237-8643
www.nysparks.com

February 05, 2015

Ms. Soo Kang
Empire State Development
633 Third Avenue
New York, NY 10017-6754

Re: ESDC
Brooklyn Navy Yard Steiner Studios Master Plan
Brooklyn Navy Yard, Naval Hospital
13PR00424

Dear Ms. Kang:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the provided documents in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

We note that the Naval Hospital is contributing to the National Register Listed New York Navy Yard, located in Brooklyn, NY. At this time, we understand the proposed work at the Naval Hospital includes the rehabilitation and/or retention of the majority of the contributing elements to this section of the Historic District. The current plans propose to remove Quarters R2, R3, Building 311, the Greenhouse Remnants (R448) and the Tennis Courts (R464 and R474). Due to these proposed demolitions, the project as proposed will have an Adverse Impact upon historic resources.

With the Adverse Impact determination, we have reviewed the provided Draft Alternatives Analysis. Based upon this review, once finalized, we would be able to concur that there are no Prudent and Feasible alternatives to demolition of these few resources to permit the new proposed use of the Naval Hospital.

At this point, please finalize the Alternatives Analysis and then we should move forward with the development of a Letter of Resolution (LOR). The LOR would document the project to date and provide for proper mitigation measures. If you have any questions, I can be reached at (518) 268-2181.

Sincerely,

Beth A. Cumming
Senior Historic Site Restoration Coordinator
e-mail: beth.cumming@parks.ny.gov

via e-mail only

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Appendix B

Historic and Cultural Resources Documentation

B.1 Programmatic Agreement for the Disposal of the Naval Station, February 7, 2000
B.2 Quitclaim Deed Between U.S. Navy and BNYDC, May 29, 2001
B.3 Correspondence
B.4 Alternatives Analysis

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AECOM
125 Broad Street, 16th Floor, New York, NY 10004
T 212.377.8400 F 212.377.8410 www.aecom.com

Memorandum

Date: February 5, 2015

To: Soo Kang, Empire State Development

From: David Cuff and Allison Rachleff, AECOM

CC: Rose Karon Tilley, Steiner Studios

Subject: **Final Alternatives Analysis – Steiner Studios Media Campus**

Introduction

Steiner Studios, working with the Brooklyn Navy Yard Development Corporation (BNYDC), has developed a plan for the future development of a "Media Campus" at the Brooklyn Navy Yard Naval Hospital Annex (Naval Annex), as well as future development in portions of the Navy Yard around the Naval Annex (the "proposed project"). Steiner Studios is seeking financial incentives from the New York State Urban Development Corporation d/b/a Empire State Development (ESD), which would be distributed through the Brooklyn Navy Yard Development Corporation (BNYDC), to help fund some of the key infrastructure improvements needed to implement the Media Campus development inside the Naval Annex.

Many of the buildings in the Naval Annex are in a state of disrepair and require infrastructure improvements to be re-occupied, for which ESD funding is sought. The funding provided by ESD would allow for a gas, water, sewer, electric and tele-data infrastructure loop to be constructed on the Naval Annex. In addition, other infrastructure measures that the ESD funding would support include the following:

- Grand Stair Plaza – A new landscaped, monumental stair plaza to connect the Naval Annex to Steiner Studios existing campus and the main portion of the Navy Yard, encouraging pedestrian flow, creating a gathering place for employees and visitors, and making the Naval Annex the visual focus of the east end of the Navy Yard.

- Campus Pedestrian Passage – A new landscaped pedestrian passageway between the Naval Annex and the site of the Kent Avenue Parking Structure that will better link the Naval Annex to the east side of Steiner Studios and the Kent Avenue Parking Structure.

- Kent Avenue Vehicular Entrance – A new studio entrance providing direct access to the Naval Annex and the northern end of the proposed studio lot at Kent Avenue and Wilson Street.

The approval of the funding by ESD for the infrastructure improvements would facilitate approximately 350,000 square feet of floor area (including both the reuse of approximately 180,000 square feet of existing structures and approximately 170,000 square feet of new structures) inside the boundary of the Naval Annex. Of the 350,000 square feet, approximately 105,000 square feet would be allocated to academic uses, with the remaining approximately 245,000 square feet

allocated to production support. Below is a list of existing buildings in the Naval Annex that would be renovated and their proposed new uses:

- U.S. Naval Hospital (R95), Surgeon's House (R1), Quarters No. 4 (R4), and Bachelor Officers' Quarters (R8 & R9) – Film and television production office space (e.g., for art, location, accounting, wardrobe and set dressing departments).
- Nurses' Quarters (RG, also referred to as Unmarried Officers' Quarters) – Post-production center (e.g., for editing, animation, visual effects and sound editing).
- Carriage Houses/Stables (R103, 103A and 109) – Production support space (e.g., workshops for set construction, scenic artist shops and set dressing).
- Infectious Disease Quarters (R5, R6, R7) - Writers' cottages.
- Medical Supply Depot (RD) and Lumber Shed (R426) - Additional production office space with potential space for related academic uses, including an advanced digital media lab.

In addition to the renovation of the existing buildings, the ESD-funded infrastructure improvements would facilitate the development of several new buildings on the Naval Annex. A new underwater soundstage would be developed; the first of its kind in New York City. Three new office buildings would be developed on the Naval Annex to be used as production office space and post-production space. In addition, new buildings would be developed to support the advanced digital media lab. The Naval Annex's green space would be rehabilitated as a campus landscape. The large field at the center of the Naval Annex (behind the Naval Hospital) would serve as an outdoor gathering space for employees and visitors to the campus.

The Naval Annex forms part of the Brooklyn Navy Yard Historic District (BNY Historic District), which is listed in the State and National Registers of Historic Places. The structures listed above that would be rehabilitated as part of the proposed project are contributing resources to the BNY historic district. Furthermore, six contributing and one non-contributing resource would be retained within the Naval Annex. Five contributing resources to the BNY Historic District are proposed to be removed as part of the proposed project: Quarters No. 2 & 3 (R2 and R3); Building 311; the Greenhouse remnants (R448) and the Tennis Courts (R464 and R474). Six non-contributing resources would also be removed from the Naval Annex. All contributing and non-contributing resources in the Naval Annex are shown in **Table 1**.

The proposed project is subject to review under Section 14.09 of the New York State Parks, Recreation, and Historic Preservation Law. Under this law, it is the responsibility of state agencies to avoid or mitigate adverse impacts of their actions to properties listed or determined eligible for listing on the State and National Registers of Historic Places (S/NR). State agencies with regulatory authority over a project are required to fully explore all feasible and prudent alternatives and give due consideration to feasible and prudent plans which avoid or mitigate adverse impacts on such property, in consultation with the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"). OPRHP has determined that the proposed project would have an adverse effect on the BNY Historic District, because contributing resources would be removed within the Naval Annex portion of the district. This Alternatives Analysis seeks to determine if there are prudent or feasible alternatives to the proposed project that would avoid the adverse effect on the BNY Historic District.

Purpose and Need

The expansion would allow Steiner Studios to add a variety of types of studios, stages and support space that will be able to serve more forms of media in one location, offering efficiency not easily obtained in New York City, and creating synergies and business opportunities not found when an industry is scattered. The long-term goal for Steiner Studios is to be on par, in both size and

utilization, with the major studio lots in Los Angeles. To achieve this, Steiner Studios requires a secure, private lot; functional buildings with easy access and ample parking; common space for social and business interaction; and sufficient critical mass for film equipment suppliers, post-production, and media-related companies. The Steiner Studios expansion would allow the company to grow, provide jobs for residents of New York City and contribute to the city's economy. In addition, the expansion would allow the potential for co-locating academic uses with new media uses, giving students exposure to an active media production environment and building local connections to the film industry, leading to continued work in the city after graduation.

As discussed previously, in order to realize some of the development of the Media Campus on the Naval Annex and in areas outside the Naval Annex, key infrastructure improvements need to be made at the project site. Many of the buildings in the Naval Annex are in a state of disrepair and require infrastructure improvements to be re-occupied. The funding provided by ESD to Steiner Studios would allow for a gas, water, sewer, electric and tele-data infrastructure loop to be constructed on the Naval Annex. In addition, other infrastructure measures that the ESD funding would support, both inside and outside the Naval Annex, include the construction of a Grand Stair Plaza, a Campus Pedestrian Passage, and a new Kent Avenue Vehicular Entrance at Kent Avenue and Wilson Street that would provide direct access to the Naval Annex and the northern end of the studio lot. Currently, the lot is primarily accessed through the BNY security gate at the intersection of Flushing and Washington Avenues and secondarily accessed through BNY Security's gate at the intersection of Kent Avenue and Clymer Street, north on Kent Avenue from where the new entrance would be located. The new entrance would allow for streamlined entry to Steiner Studios, in particular to the Media Campus and the Backlot. The project would also provide for the renovation and adaptive reuse of historic resources on the Naval Annex site. The proposed infrastructure improvements would allow the historic buildings in the Naval Annex to be renovated and re-occupied with new uses.

Existing Conditions

The BNY historic district is located on the western tip of the coast of Long Island at a bend in the East River between the Williamsburg and Manhattan Bridges in Kings County (see **Figure 1**). It was listed in the State/National Registers of Historic Places (S/NRHP) on May 22, 2014, and is situated on the north side of Flushing Avenue, a major east-west thoroughfare in Brooklyn, which serves as a border for the historic district. The district includes the U.S. Naval Hospital campus, also known as the Naval Annex, which was determined to be an S/NRHP-eligible historic district by the SHPO when Naval Station (NAVSTA) Brooklyn was transferred out of federal hands in the 1990s.

The BNY historic district embraces 140 years of naval history, and includes resources representing six significant periods in the Brooklyn Navy Yard's history, which correspond with important periods in the history of the U.S. Navy itself. As it exists today, the BNY historic district most clearly illustrates its significance during World War II, when it reached its largest and most fully developed extent. However, its plan retains features dating to its establishment in 1801, and its pattern of development can be understood despite changes in time, land use, configuration, and naval technology.

Buildings in the BNY historic district include several basic types: fabrication and shop buildings, warehouses, office buildings, officers' quarters and barracks, service buildings, and hospital buildings. Structures in the district include piers, dry docks, and cranes. Objects in the district include flagpoles and monuments. The earliest buildings in the district were constructed in the first decade of the 19th century and the newest buildings were built as recently as 2013. A majority of the district's buildings are of brick, steel-framed, or reinforced-concrete construction, and a smaller number are of granite or wood-framed construction. Most buildings are from one to three stories, with a smaller number of buildings that range from six to 18 stories. The buildings incorporate a

variety of styles and influences, including Greek Revival, Romanesque Revival, Italianate, Second Empire, American Round-Arch, Art Deco, Moderne, as well as modern industrial design.

Only a portion of the BNY historic district coincides with the Naval Annex. In general, the resources within the Naval Annex have not been occupied for approximately two decades, and are in poor condition. The following table provides a summary of the contributing and non-contributing resources in the BNY historic district that are within the Naval Annex, as well as the status of the resources under the proposed Steiner Studios Media Campus plan.

Table 1: Brooklyn Navy Yard Historic District Contributing and Non-Contributing Resources within the Naval Annex and Proposed Status under Proposed Project

Resource Number	Resource Name	Year Built	Historic District Classification	Status of Resource under Proposed Project
Proposed for Rehabilitation				
R1	Surgeon's House	1863	Contributing	Rehabilitated (Production Office, Advanced Digital Media Lab, Academic Use)
R4	Quarters No. 4; also referred to as Lab Director's House	1864; 1900; 1917; 1947	Contributing	Rehabilitated (Production Office)
R5	Infectious Disease Quarters; also referred to as Bungalow	1915	Contributing	Rehabilitated (Writer's Cottage)
R6	Infectious Disease Quarters; also referred to as Bungalow	1915	Contributing	Rehabilitated (Writer's Cottage)
R7	Infectious Disease Quarters; also referred to as Bungalow	1915	Contributing	Rehabilitated (Writer's Cottage)
R8	Bachelor Officers' Quarters	1926	Contributing	Rehabilitated (Production Office)
R9	Bachelor Officers' Quarters	1926	Contributing	Rehabilitated (Production Office)
R95	U.S. Naval Hospital	1830-1838	Contributing	Rehabilitated (Production Office)
R103	Carriage House	ca. 1900	Contributing	Rehabilitated (Production Support)

Resource Number	Resource Name	Year Built	Historic District Classification	Status of Resource under Proposed Project
R109	Stable	ca. 1872	Contributing	Rehabilitated (Production Support)
R103A	Garage	ca. 1947	Contributing	Rehabilitated (Production Support)
R104	Guard House and Gate Keeper Lodge	1850	Contributing	Rehabilitated (Security Office)
R426	Lumber Shed; also referred to as Morgue	1909	Contributing	Rehabilitated (Production Office, Advanced Digital Media Lab, Academic Use)
RD	Medical Supply Depot; also referred to as Lab Building	1910	Contributing	Rehabilitated (Production Office, Advanced Digital Media Lab, Academic Use)
RG	Nurses' Quarters; also referred to as Unmarried Officers' Club	1919; addition ca. 1980	Contributing	Rehabilitated (Post-Production)
Resources To Be Retained				
R463	Flagstaff	ca. 1921	Contributing	Retained
No number	Naval Hospital Cemetery	1831-1910	Contributing	Retained
999	Barrier Forts Monument	1858; relocated to hospital campus in 1979	Contributing	Retained
No number	Sun Dial	ca. 1945	Contributing	Retained
No number	Bird Bath	ca. 1945	Contributing	Retained
No number	Structure - Stone Wall and Gates, Flushing Avenue	ca. 1850	Contributing	Retained

Resource Number	Resource Name	Year Built	Historic District Classification	Status of Resource under Proposed Project
No number	Structure – Chain-Link Gate and Fence, Williamsburg Street and Williamsburg Place	No date	Non-contributing	Retained
Proposed for Removal				
R2	Quarters No. 2	1905	Contributing	Removed
R3	Quarters No. 3	1905	Contributing	Removed
311	Motion Picture Exchange	1942	Contributing	Removed (replaced with Production Office, Advanced Digital Media Lab, Academic Use)
R448	Greenhouse remnants	ca. 1928	Contributing	Removed
R464 and R474	Tennis Courts	ca. 1920	Contributing	Removed
671	Pool	1978	Non-contributing	Removed (replaced with Production Office)
672	Pool Bathouse	1978	Non-contributing	Removed (replaced with Production Office)
X31	Pool Shed	1978	Non-contributing	Removed
X32	Steam Reducing Station	ca. 1980	Non-contributing	Removed
X33	Gazebo	ca. 1980	Non-contributing	Removed
X34	Chicken Coop	No date	Non-contributing	Removed

Resource Number	Resource Name	Year Built	Historic District Classification	Status of Resource under Proposed Project
No number	Structure – Brick Wall West, North, and East side of Hospital Grounds	ca. 1850	Contributing	To be shored up and altered

A graphic showing the Brooklyn Navy Yard Historic District Contributing and Non-Contributing Resources within the Naval Annex is provided in **Figure 1**.

Photographs of many of the contributing and non-contributing resources in the Naval Annex, including the 15 contributing resources proposed to be rehabilitated and the five resources proposed to be removed, are provided in **Figure 2**.

Source: Higgins Quasebarth & Partners, April 2012.

Resources
- Non-contributing
- Contributing
- Site
- NR Boundary (proposed)
- US Naval Hospital Complex

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Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Detail of U.S. Naval Hospital Campus (Naval Annex) Within Brooklyn Navy Yard Historic District

Figure 1

Photo 1: View west of the U.S. Naval Hospital (R95) inside the Naval Annex.

Photo 2: View north of the Surgeon's House (R1) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 3: View north of Nurses' Quarters/Unmarried Officers' Club (RG) inside the Naval Annex.

Photo 4: View north of Quarters No. 2 (R2) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 5: View west of Quarters No. 3 (R3) inside the Naval Annex.

Photo 6: View north of Quarters No. 4 (R4) inside Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 7: View northwest of the Infectious Disease Quarters/Bungalows (R5, R6 and R7) inside the Naval Annex.

Photo 8: View west of Bachelor Officers' Quarters (R8 and R9) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 9: View of the Carriage House, Stable and Garage (R103, R109 and R103A) inside the Naval Annex.

Photo 10: View southeast of the Guard House and Gate Keeper Lodge (R104) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 11: View east of the Motion Picture Exchange (311) inside the Naval Annex.

Photo 12: View northeast of the Medical Supply Depot/Lab Building (RD) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 13: View south of the Lumber Shed/Morgue (R426) inside the Naval Annex.

Photo 14: View south of the Greenhouse remnants (R448) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 15: View north of the Tennis Courts (R464 and R474) inside the Naval Annex.

Photo 16: View south of the Pool and Pool Bathhouse (671 and 672) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 17: View north of the Flagstaff (R463) inside the Naval Annex.

Photo 18: View west of the Barrier Forts Monument (999) inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Photo 19: View of the Sun Dial inside the Naval Annex.

Photo 20: View of the Bird Bath inside the Naval Annex.

AECOM

Steiner Studios Media Campus Plan
Alternatives Analysis
Brooklyn Navy Yard

Photos of the Naval Annex
Figure 2

Alternatives

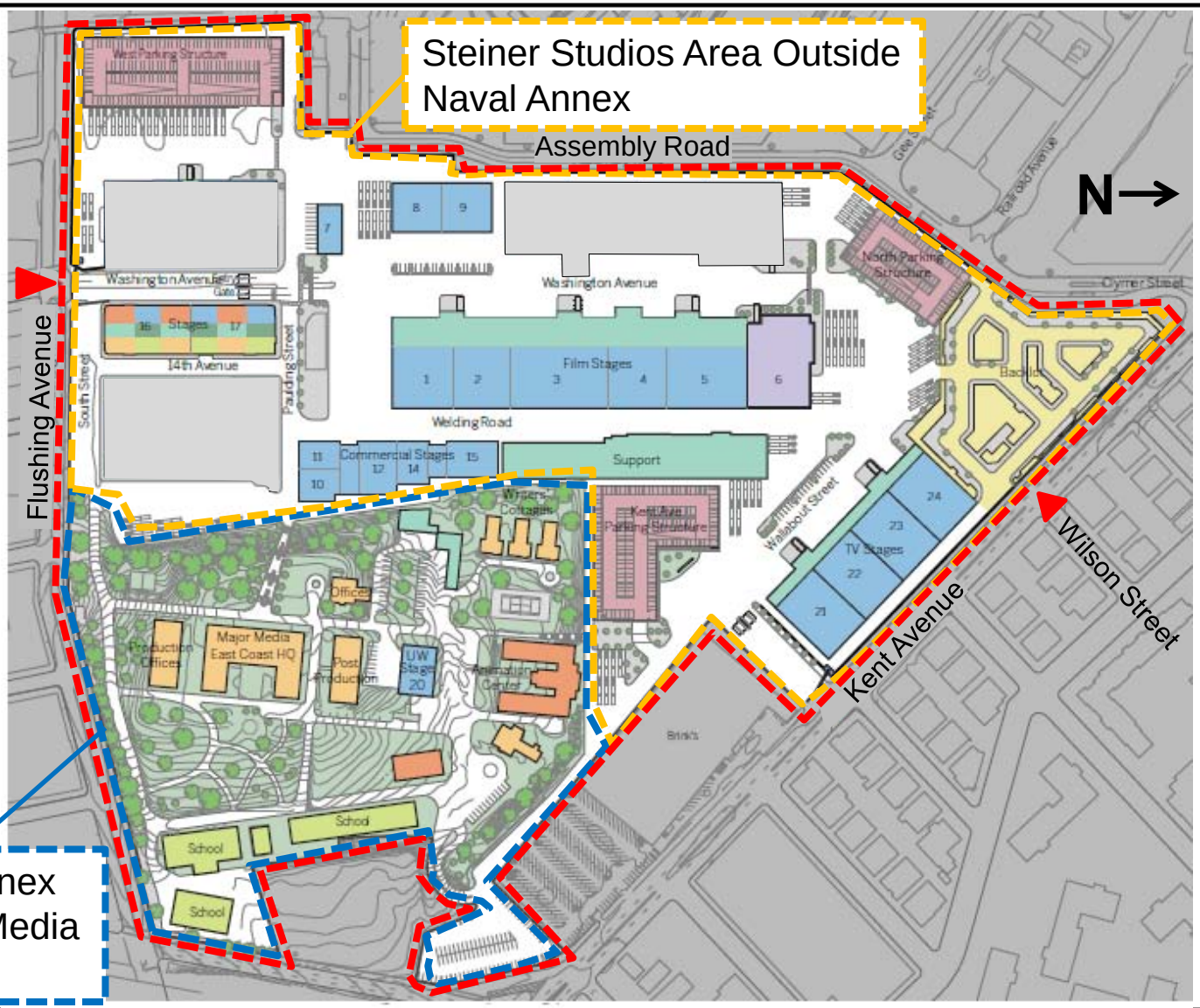
The overall objective of the project is to expand Steiner Studios at the Brooklyn Navy Yard, while adaptively reusing historic buildings at the Naval Annex site. The project also includes new development that is needed to provide sufficient modern production space, to ensure the media campus can support the space demands of a 21st century production studio.

As part of the proposed project, several of the existing historic buildings on the Naval Annex would be restored, renovated and reused as part of the proposed Media Campus. The Naval Hospital (R95), Surgeon's House (R1), Quarters No. 4 (R4), and Bachelor Officers' Quarters (R8, R9) would all be converted to production office space for Steiner Studios. Such uses in these buildings would include art, location, accounting, wardrobe and set dressing departments. The Nurses' Quarters (RG) would be renovated as a post-production center, with uses such as editing, animation, visual effects and sound editing. The Carriage House, Stable and Garage (R103, R103A & R109) would be repurposed as production support space, for example workshops for set construction, scenic artist shops, and set dressing. The Infectious Disease Quarters (R5, R6, R7) would be redeveloped as cottages providing space for writers. Additional production office space with potential space for related academic uses, including an advanced digital media lab, would be provided in the converted Medical Supply Depot and Lumber Shed (RD and R426). The Guard House (R104) would also be renovated as part of the overall redevelopment of the Naval Annex and used as a security booth.

As the first major building constructed on the eastern side of the Navy Yard by the US Navy, the U.S. Naval Hospital (R95) building has historically been the main building of the Naval Annex campus. The Hospital prominently sits at the highest elevation of the Naval Annex site and is the focal point of the campus setting. The design of the Steiner Studios Media Campus would emphasize the Hospital to pay homage to its role as the central building in the Naval Annex. The media campus would include a Grand Stair Plaza that would lead to the main steps of the Hospital from the west portion of the existing Steiner Studios leasehold, reinforcing pedestrian connections and providing a gathering area for employees. Particularly on the hill on the eastern side of the Hospital, the Naval Annex's green space would be rehabilitated as a campus setting with landscaped pathways and the preservation of many of the existing trees. The large field on the eastern side of the Hospital would serve as the center around which the new campus quadrangle is organized. **Figure 3** provides the conceptual site plan for the Steiner Studio Media Campus, showing how the reused and proposed development will spatially interact in the Naval Annex with the Hospital at its core.

A review of the Naval Annex resources that contribute to the BNY historic district and are proposed for removal as part of the proposed project was conducted to determine if each could be adaptively reused or preserved while still allowing the proposed project to provide adequate production and production-related studio space, while retaining a campus environment with a focus on the renovated U.S. Naval Hospital (R95) building. An alternative that included the retention of all contributing resources is considered and determined as not feasible and prudent in light of the goals of the proposed project for reasons described below. This analysis also explains why retaining specific contributing resources would not be feasible on an individual basis.

As shown in **Table 1**, 15 contributing resources to the Brooklyn Navy Yard Historic District would be rehabilitated and six contributing and one non-contributing resource would be retained under the proposed Media Campus plan. One contributing resource, the brick walls west, north and east of the hospital grounds would need to be shored up, repaired and stabilized with attention to historic detail; however, altered as a result of this work.. Five contributing resources to the Brooklyn Navy Yard Historic District are proposed to be removed. The five contributing resources that are proposed to be removed are: Quarters No. 2 & 3 (R2 and R3); Building 311; the Greenhouse remnants (R448) and the Tennis Courts (R464 and R474). In addition, six non-contributing resources would be removed from the Naval Annex.



AECOM	**Steiner Studios Media Campus Plan Alternatives Analysis Brooklyn Navy Yard**	***Conceptual Site Plan for Steiner Studios Media Campus Plan*** ***Figure 3***

Five contributing resources are proposed to be removed from the Naval Annex for the following reasons:

Quarters No. 2 & 3 (R2 and R3) – These two Colonial Revival-style houses were constructed in 1905 for medical staff at the Naval Hospital. With alterations and deterioration over time, including the addition of non-original features such as asbestos siding and many original features having deteriorated or been removed, these buildings have lost some of their historic integrity. As viewed from the Hospital and the Lawn, the Quarters No. 2 & 3 (R2 and R3) buildings also block views and limit access to the Nurses' Quarters (RG, also referred to as Unmarried Officers' Quarters) to the north, which is planned for a complete renovation. The Nurses' Quarters has large floor plates and abundant windows that make it suitable under the Media Campus plan for redevelopment as office space. Further, the Nurses' Quarters building visually complements the Surgeon's House (R1) and the U.S. Naval Hospital (R95) buildings and these three buildings would anchor the northern part of the Naval Annex. In contrast, the Quarters No. 2 & 3 (R2 and R3) buildings would block views of the Nurses' Quarters and crowd the media campus. Removal of these two buildings would allow there to be an open space in front of the Nurses' Quarters and open sightlines to the building, particularly from the Hospital and quadrangle in front of the Hospital, the main gathering area on the Annex. In addition, due to the deterioration of Quarters No. 2 & 3 (R2 and R3), the cost to renovate these buildings as fully accessible, code-compliant uses, approximately $2 million, would be financially impractical, as the smaller floor plates (approximately 1,000 square feet each) are not conducive to repurposing the buildings as production or production-support studio space. The high cost of renovation required for each building is partially due to the cost of installing an elevator, which would be required to make these two buildings ADA compliant.

Building 311 – This vacant building was constructed as part of the World War II building campaign that took place at the Brooklyn Navy Yard. The original function of the building was to store and ship motion picture reels for on-board ship entertainment. The building has no direct relationship to the U.S. Naval Hospital (R95) or the historic medical purpose of the campus; furthermore, Building 311. The interior layout was designed for storage and is not conducive for adaptive reuse as part of the proposed project and the building would require substantial upgrades to building systems such as electrical and plumbing to be occupied. Its current condition as a storage building with no windows severely limits its repurposing as a proposed production-office building. In order to reuse the building as a production-support use, windows would need to be installed, which would further alter the building from its original design and historic significance. Finally, the slab of the building requires replacement, a substantial factor contributing to the financial infeasibility, approximately $3 million, of renovating and repurposing the building. Removal of Building 311 would allow for a new production office building to be built at this location that would support an advanced digital media lab and an associated academic space.

Greenhouse Remnants (R448) and Tennis Courts (R464 and R474) – The remains of the greenhouse and the tennis courts have foundations that are severely deteriorated and these resources have no potential for adaptive reuse as part of the Media Campus plan, nor do these resources have a direct relationship to the hospital or the historic medical purpose of the campus. Similar to R2 and R3, a renovated greenhouse and tennis courts would block views to the Nurses' Quarters (RG, also referred to as Unmarried Officers' Quarters). Moreover, neither structure would have a functional relationship with the studio production uses proposed for the media campus and it would not be prudent from a safety perspective to have a deteriorated resource on an active campus. Removal of these resources would allow for green spaces in these areas that would contribute to the overall campus setting of the rehabilitated Naval Annex.

Conclusion

There is no feasible and prudent alternative that would avoid the need for the removal of the five identified contributing resources. The functional inefficiencies resulting from retaining these five resources, and the high costs associated with renovations, renders their adaptive reuse infeasible. The removal of Quarters No. 2 & 3 (R2 and R3), Greenhouse Remnants (R448) and Tennis Courts (R464 and R474) would allow for green spaces to be developed in these areas that would contribute to the overall campus setting of the rehabilitated Naval Annex, replacing resources that would have little functional relationship to the campus. The removal of building 311 would allow a new production office building to be built at the location that would support an advanced digital media lab and an associated academic space at the Naval Annex.

Although the five contributing resources would be removed from the BNY historic district, many of the contributing resources within the Naval Annex would be rehabilitated in an economically viable, context-sensitive manner. As previously indicated, the Naval Annex has been dormant for nearly two decades, with all buildings and structures vacant, unused, and slipping into further decline. Rehabilitation of the 15 contributing resources and construction of new buildings within the historic district would introduce the property to a new generation of users involved in a creative industry that appreciates and utilizes aesthetically pleasing environments with historic character.

Removal of the five contributing resources would be mitigated in accordance with Section 14.09 of the New York State Historic Preservation Act (SHPA) of 1980, and the historic preservation covenant that was incorporated into both the 2000 Programmatic Agreement (PA) between the Navy and SHPO, and the 2001 quitclaim deed between the federal government (Navy) and BNYDC/City of New York.
Steiner Studios and ESD are consulting with OPRHP to prepare a letter of resolutions LOR that would describe the actions to be undertaken prior to project implementation. Potential mitigation measures are described below.

Documentation

As indicated in the historic preservation covenant in the quitclaim deed, to mitigate adverse effect, the project sponsor would undertake recordation of the Naval Annex in accordance with federal standards (i.e., Historic American Buildings (HABS)), and any applicable state recordation standards, or other standards to which the parties may mutually agree. The scope and content of the recordation would be defined in coordination with the OPRHP. HABS documentation typically includes a physical description of the overall historic district, including setting; brief physical descriptions of the interior and exterior of buildings and structures, including significant alterations; historic context illustrated by historic photographs and/or maps; and large-format, archival, black-and-white photographs of the Naval Annex. It is expected that OPRHP would also assist the project sponsor in identifying adequate repositories for copies of the documentation.

Construction Protection Plan

It is anticipated that the proposed project would result in the removal of five contributing resources and six non-contributing resources from the Naval Annex. Portions of the wall on the north and west sides of the campus would also be altered. The Flagstaff (Object 463) and the Naval Hospital Cemetery are also near potential construction areas. Because 15 contributing resources would be rehabilitated, a construction protection plan would be developed to protect them, the Flagstaff, and the cemetery during the demolition process. The plan would be developed in coordination with OPRHP and professional engineers that are anticipated to work with the project sponsor. Elements of the plan for buildings may include the following:

- Existing foundation and structural condition information for the buildings to be reused.
- Protection from falling objects.
- Monitoring during construction using tell-tales, and horizontal and lateral movement scales.

Several reference documents also provide useful information on the development of construction protection plans, including “Technical Policy and Procedures Notice No. 10/88, Procedures for the Avoidance of Damage to Historic Structures Resulting from Adjacent Construction” prepared by New York City Department of Buildings (NYCDOB), and “Protecting a Historic Structure During Adjacent Construction” prepared by the National Park Service. The project sponsor would also prepare a means and methods plan for how the demolition and construction would proceed on site to ensure that elements to remain (e.g., buildings, structures, trees, landscaping paths) are protected during construction.

Context-Sensitive Design

New construction would be undertaken in a context-sensitive manner. The covenant in the programmatic agreement (PA) and deed require ongoing consultation with OPRHP regarding new construction, and therefore, consultation would be ongoing until the designs are complete.

With these types of mitigation strategies, adverse impacts to the BNY Historic district would be substantially minimized.

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Appendix C

Air Quality Documentation

C.1 CEQR Air Quality Equivalent Truck Calculation Spreadsheet
C.2 HVAC Air Quality Screening Nomographs

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Appendix C

Air Quality Documentation

C.1 CEQR Air Quality Equivalent Truck Calculation Spreadsheet

C.2 HVAC Air Quality Screening Nomographs

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Equivalent Truck Calculation

Instructions:

1. Input the hourly vehicles trips in the 2nd column (yellow column) in Table 1.
2. The equavalent to heavy duty trucks are shown in Table 2

Table 1: Vehicle trips

Vehcile types	Hourly vehicles
LDGT1	81
LDGT2	
LDGT3	
LDGT4	
LDDT12	
LDDT34	
HDGV2B	
HDGV3	
HDGV4	
HDGV5	
HDGV6	
HDGV7	
HDGV8A	
HDGV8B	
HDDV2B	
HDDV3	
HDDV4	
HDDV5	
HDDV6	
HDDV7	6
HDDV8A	7
HDDV8B	7
Total	101

Table 2: Equivalent Truck Calculation

Road Types	Equ. truck	Screen value	PM2.5 Screen
Paved road < 5000 veh/day	59	13	Fail Screen
Collector roads	36	20	Fail Screen
Principal and minor arterials	23	23	Pass Screen
Expressways and limited access roads	23	23	Pass Screen

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Appendix C

Air Quality Documentation

C.1 CEQR Air Quality Equivalent Truck Calculation Spreadsheet

C.2 HVAC Air Quality Screening Nomographs

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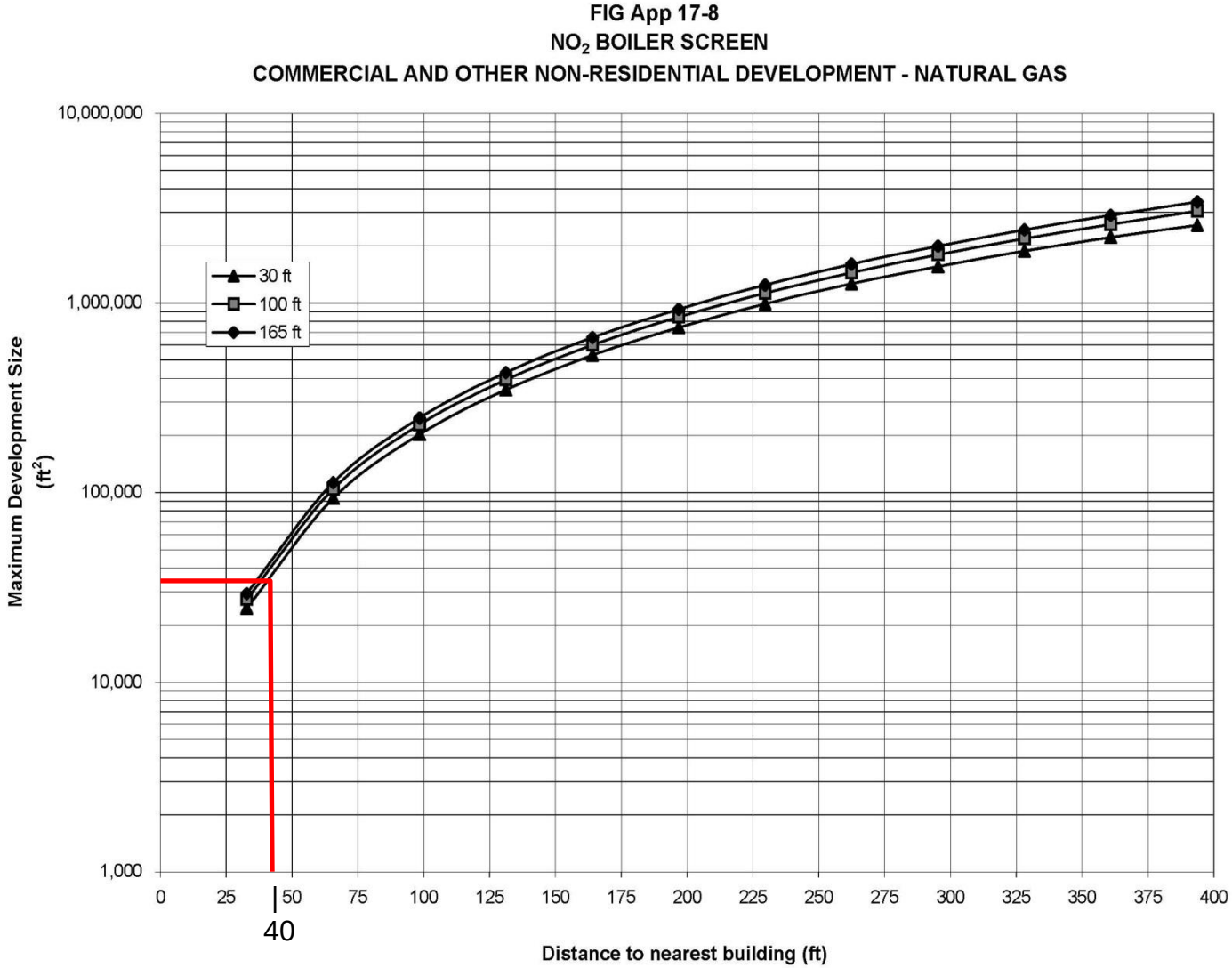
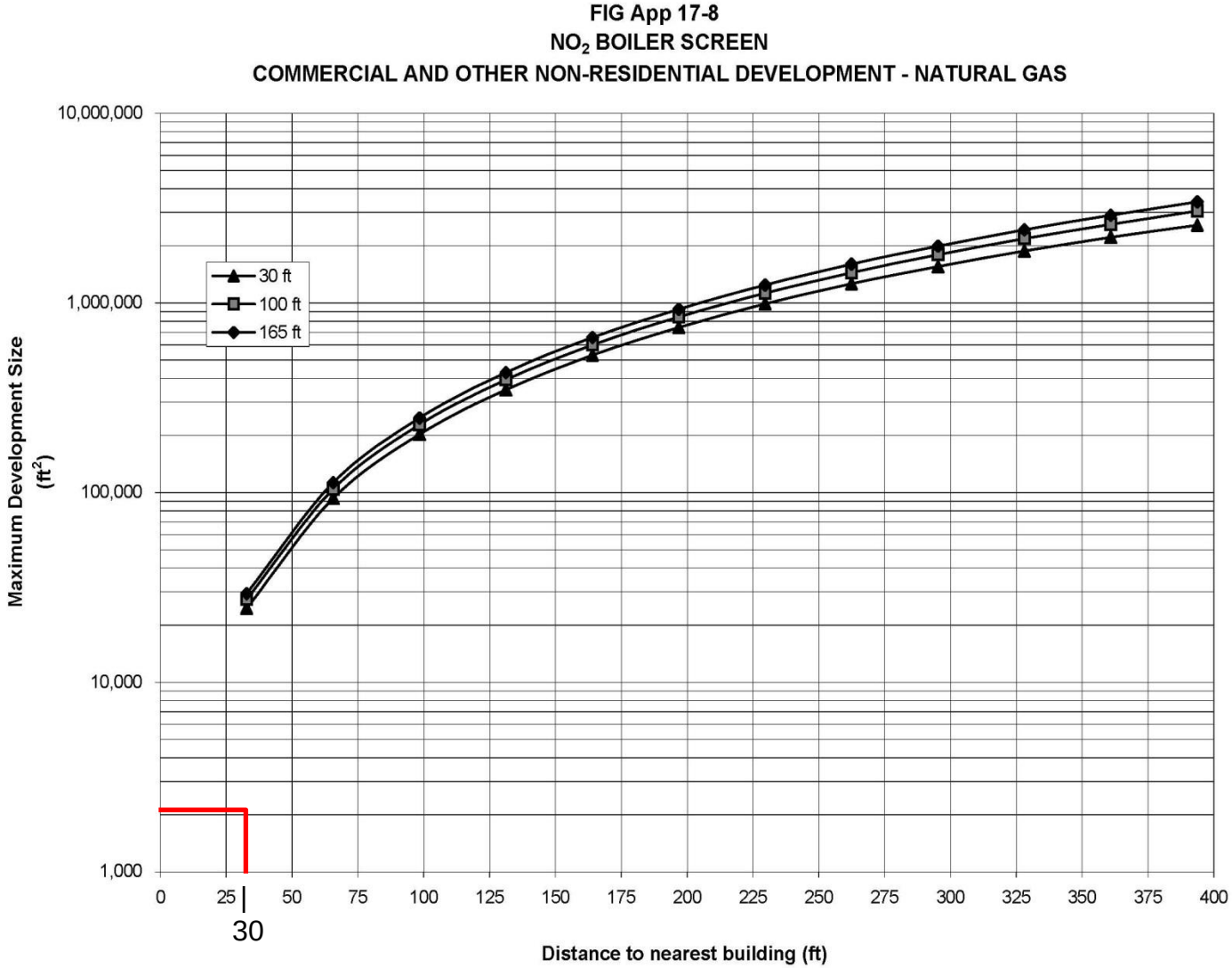
Screening of Proposed Project on Existing Development in Surrounding Area



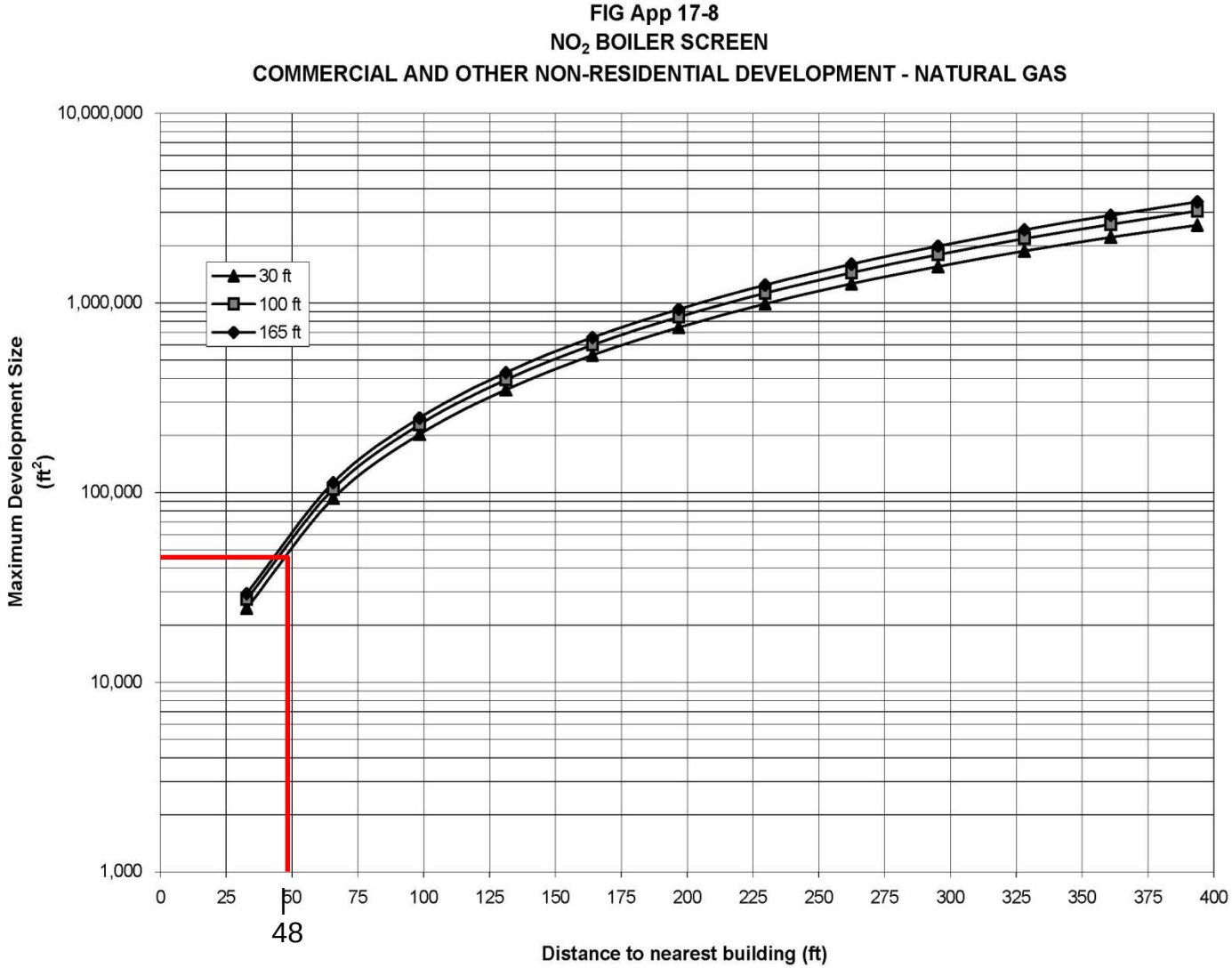
Project-Generated Development Site #1
33,500 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



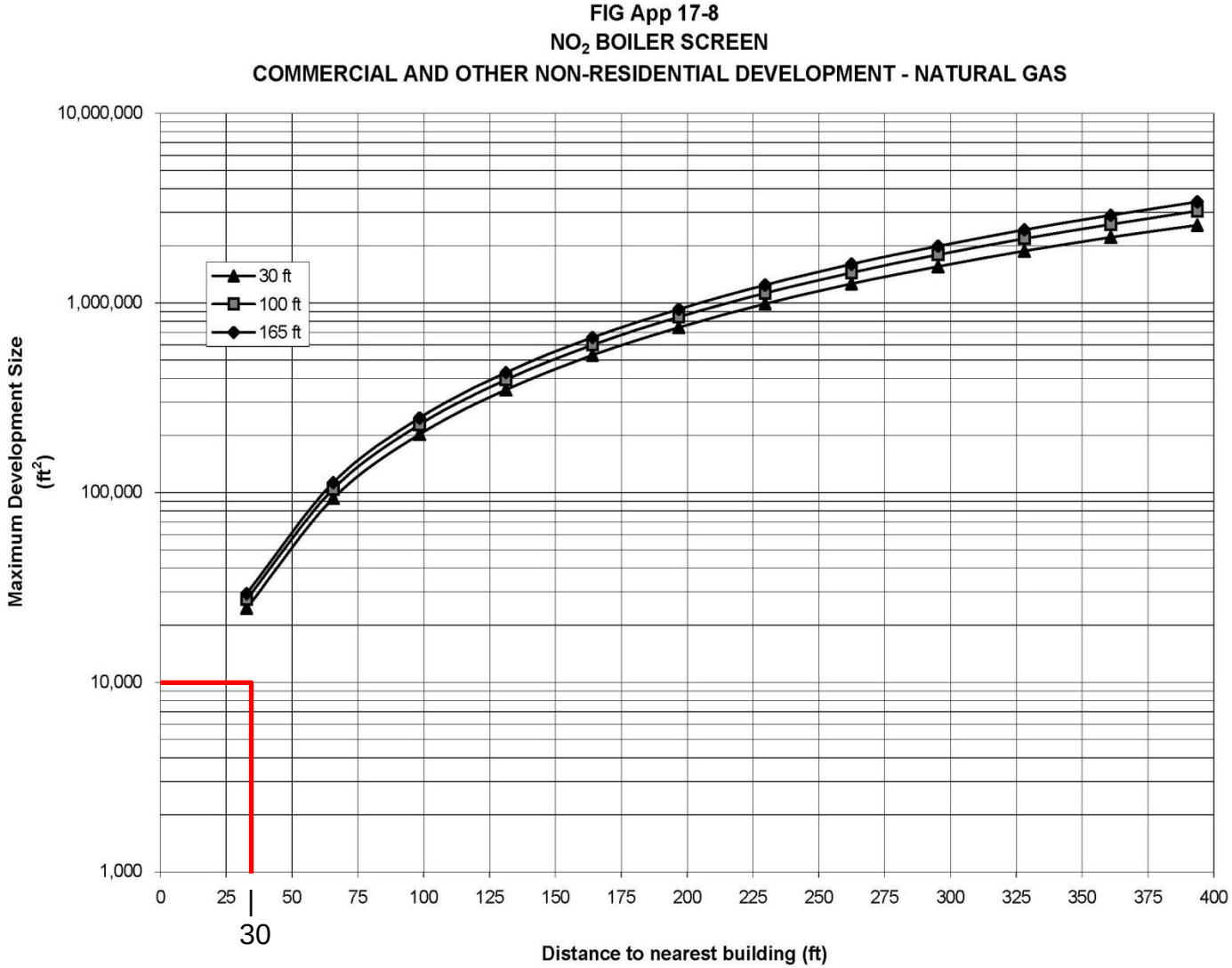
Project-Generated Development Site #2
2,100 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



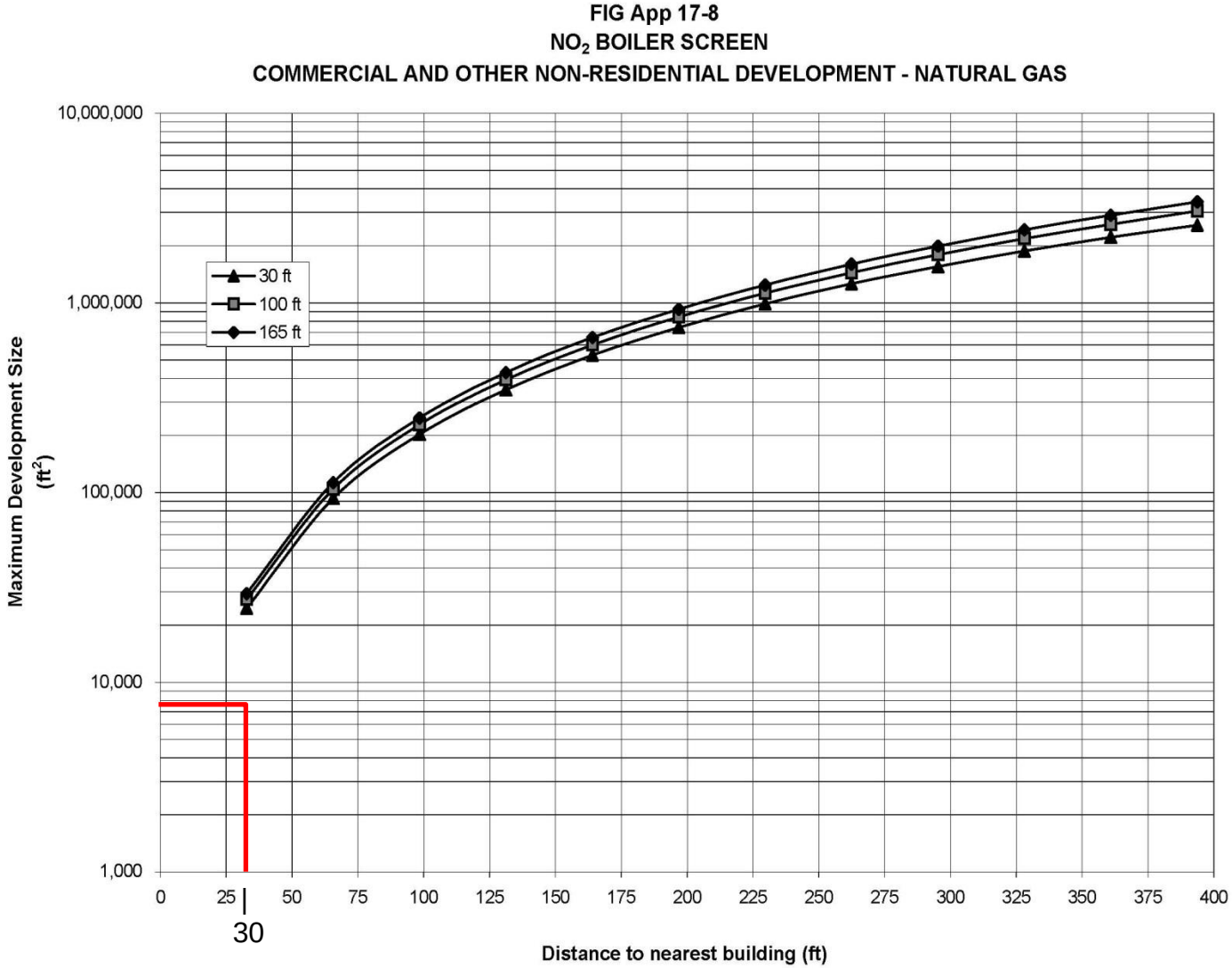
Project-Generated Development Site #3
46,633 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



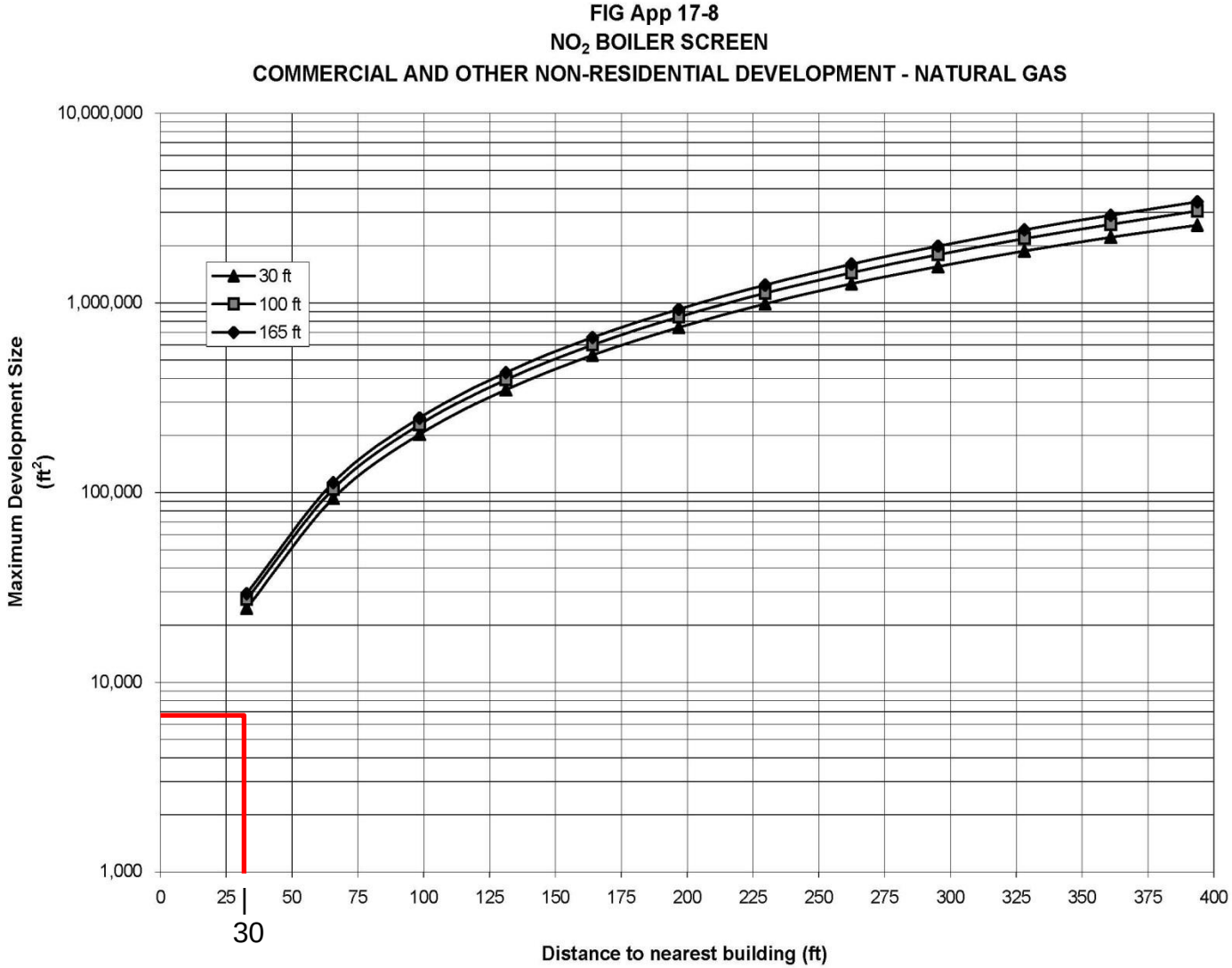
Project-Generated Development Site #4
9,460 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



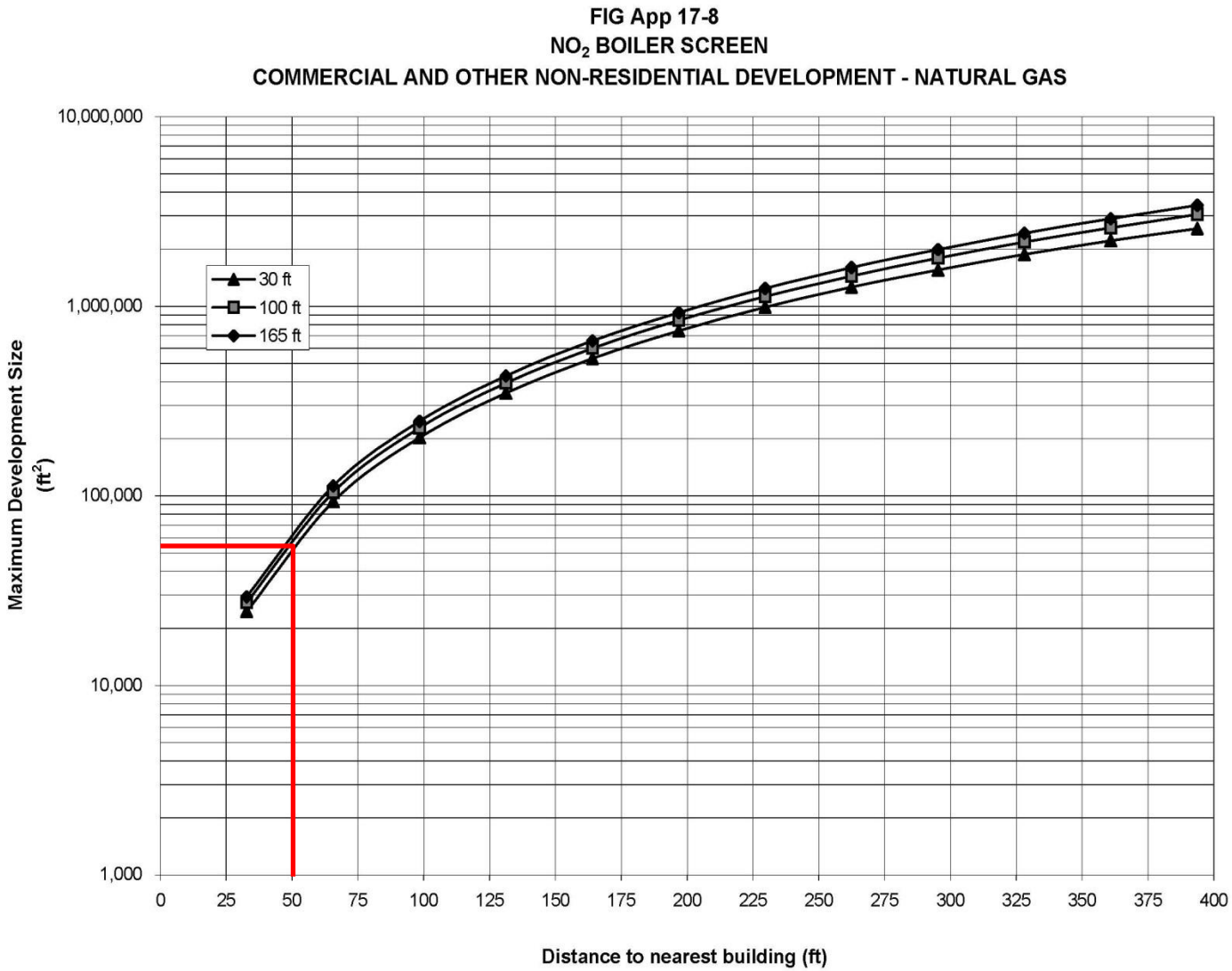
Project-Generated Development Site #5
7,668 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



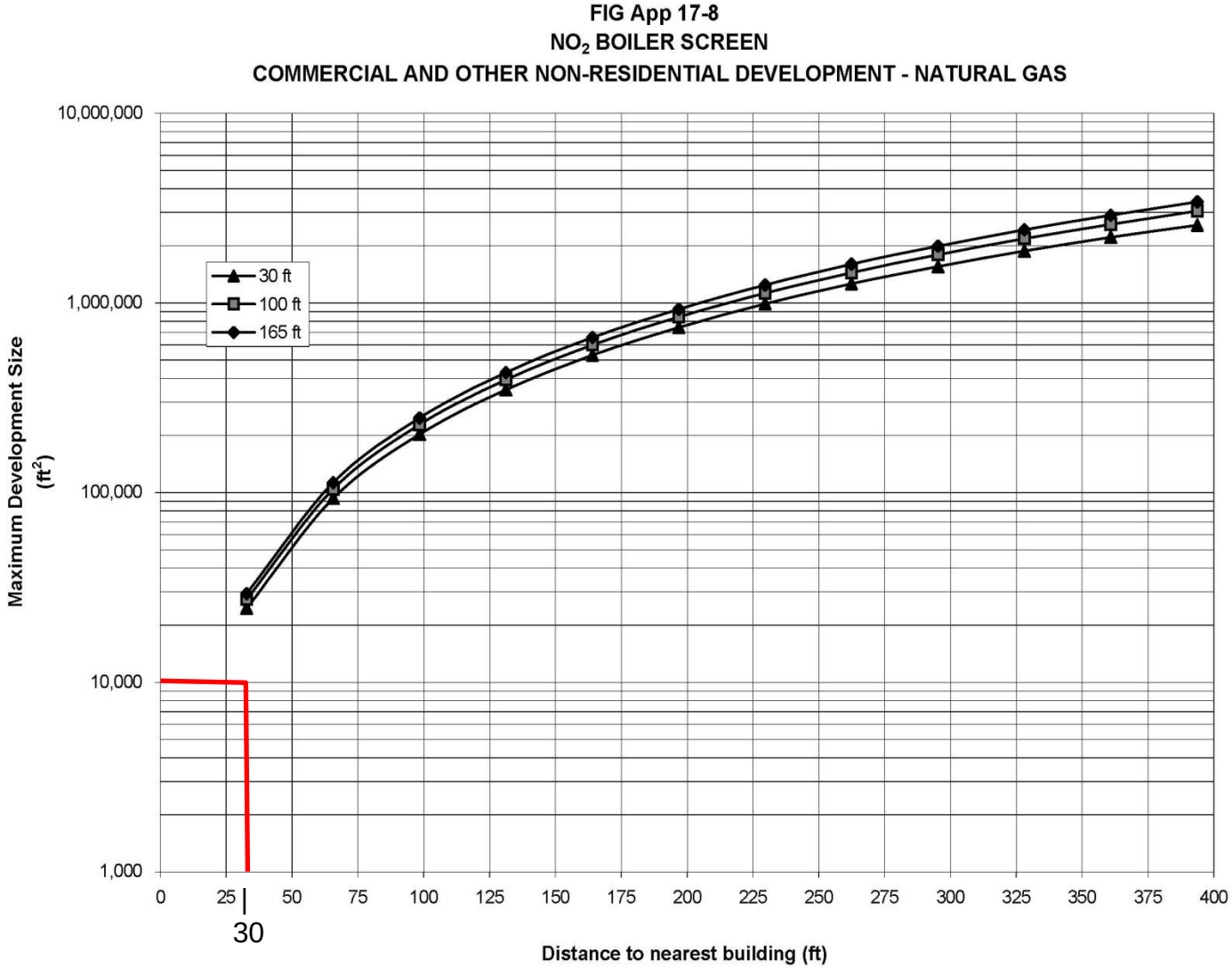
Project-Generated Development Site #6
6,480 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



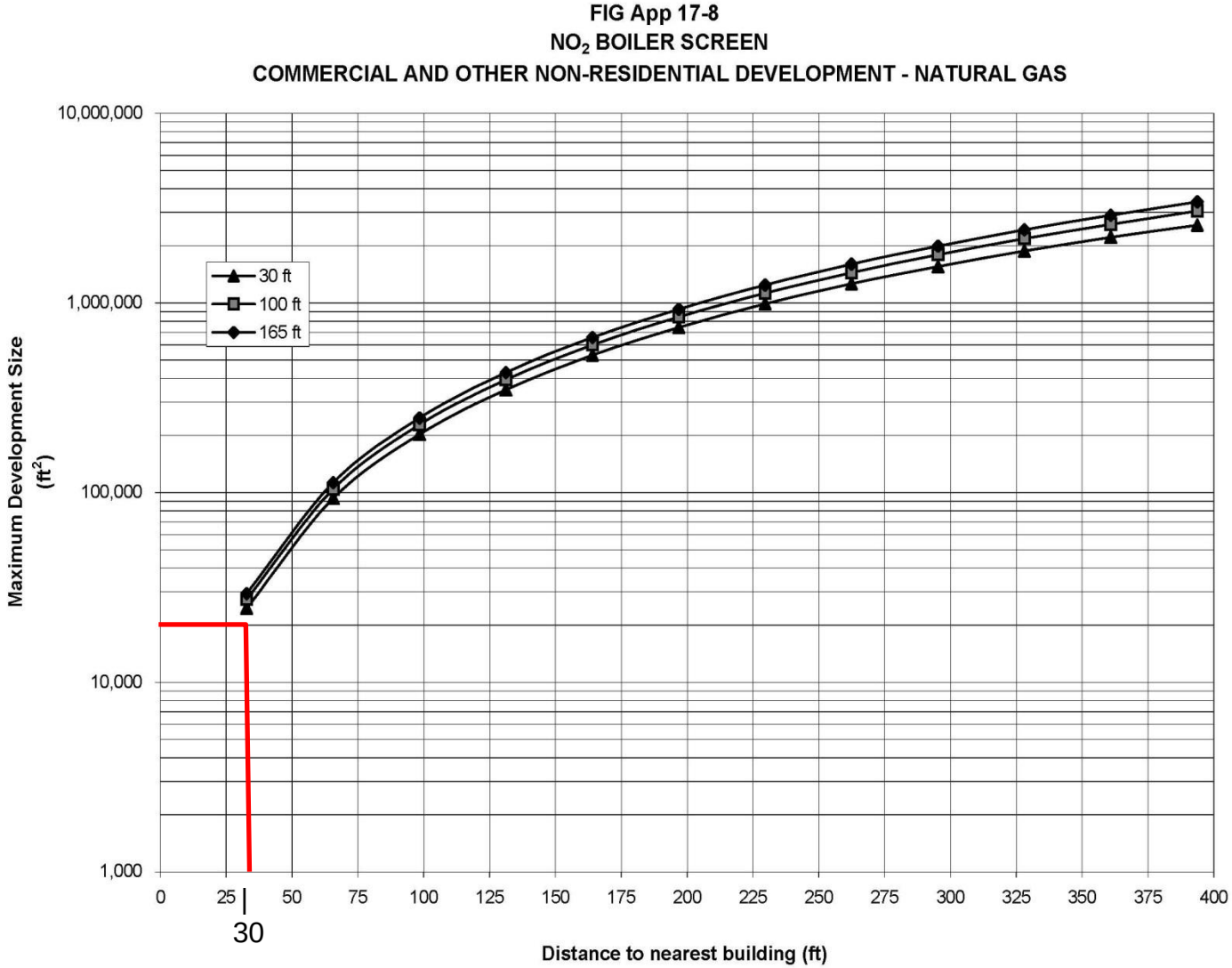
Project-Generated Development Site #7
58,534 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



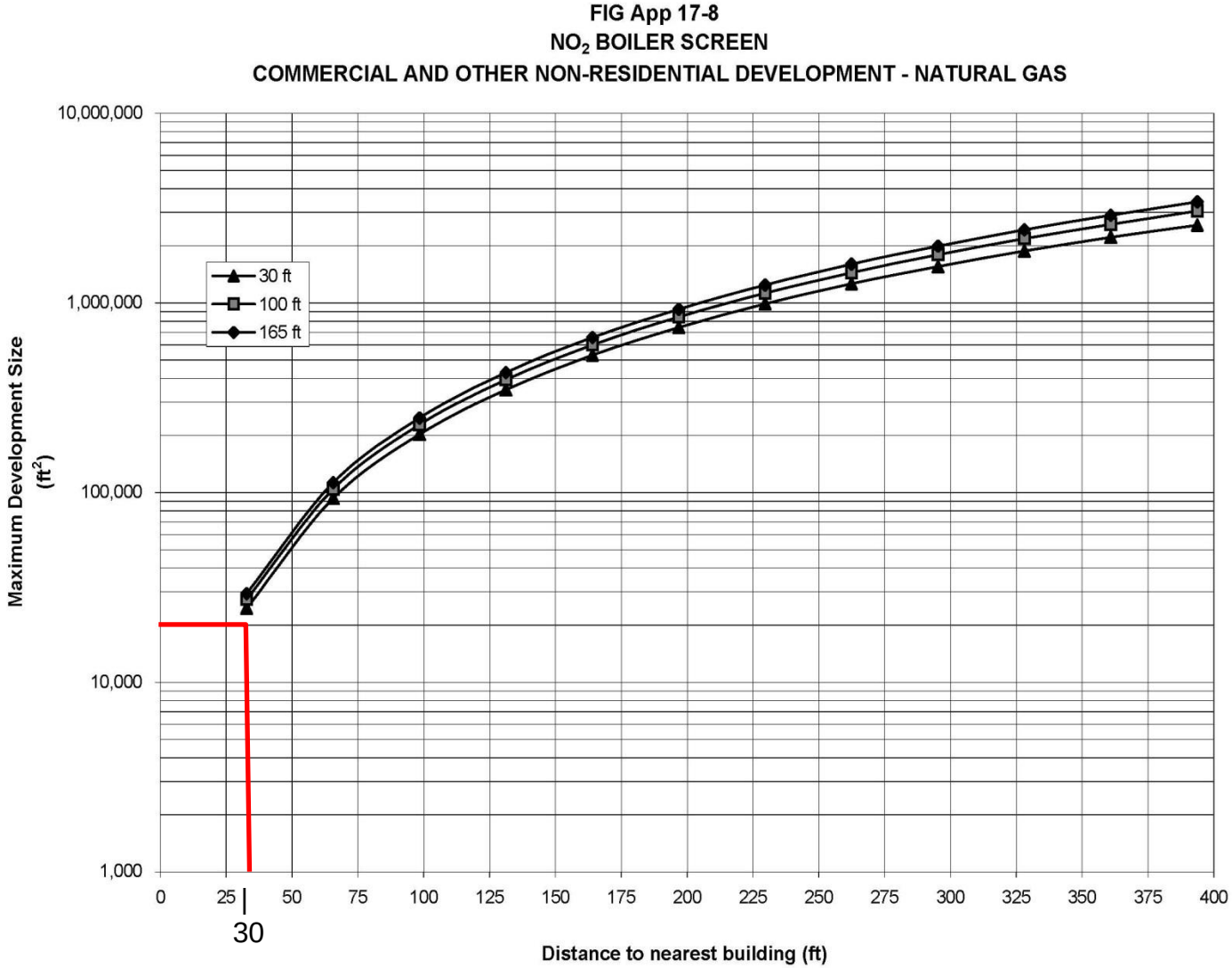
Project-Generated Development Site #8
9,800 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



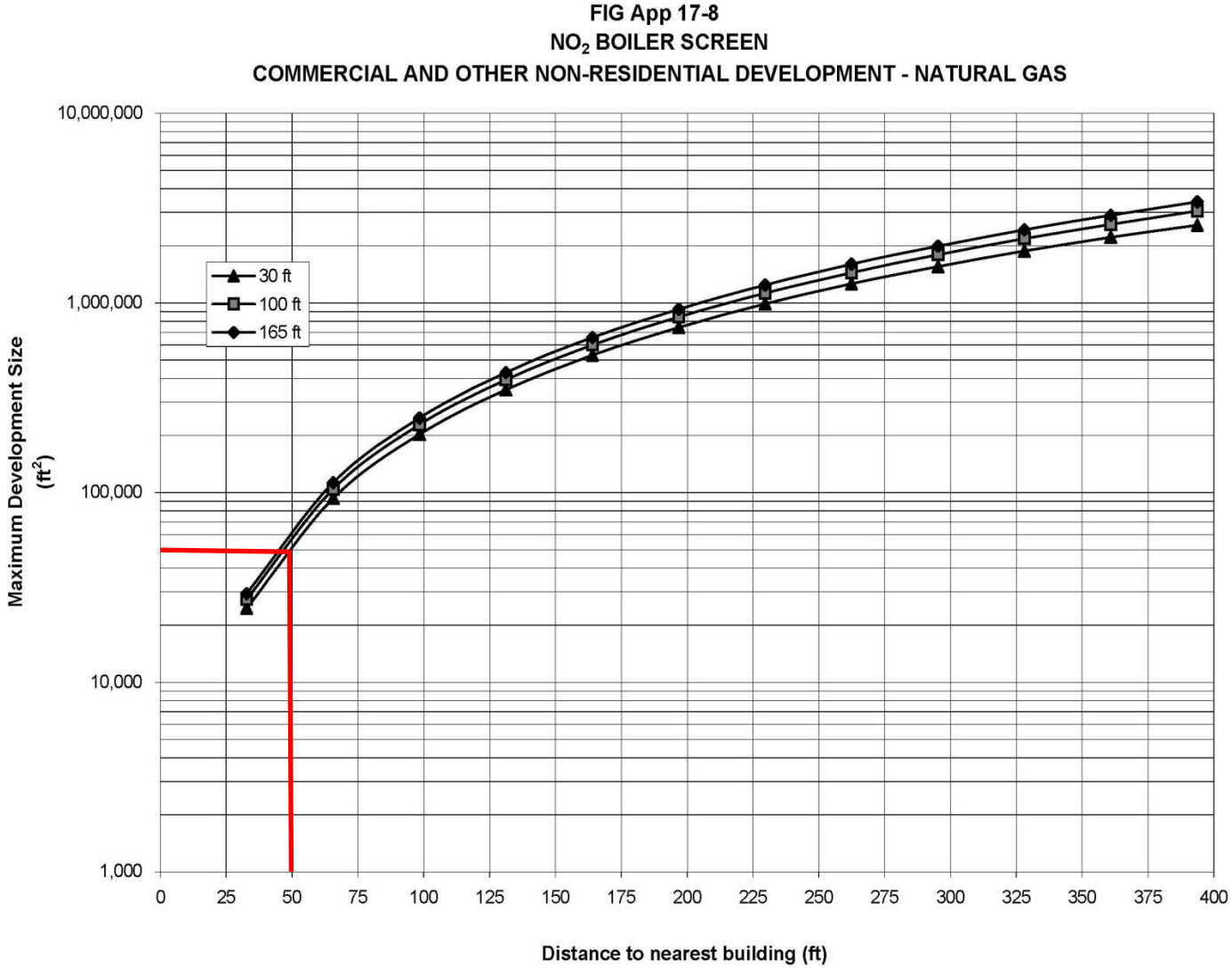
Project-Generated Development Site #9
20,000 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



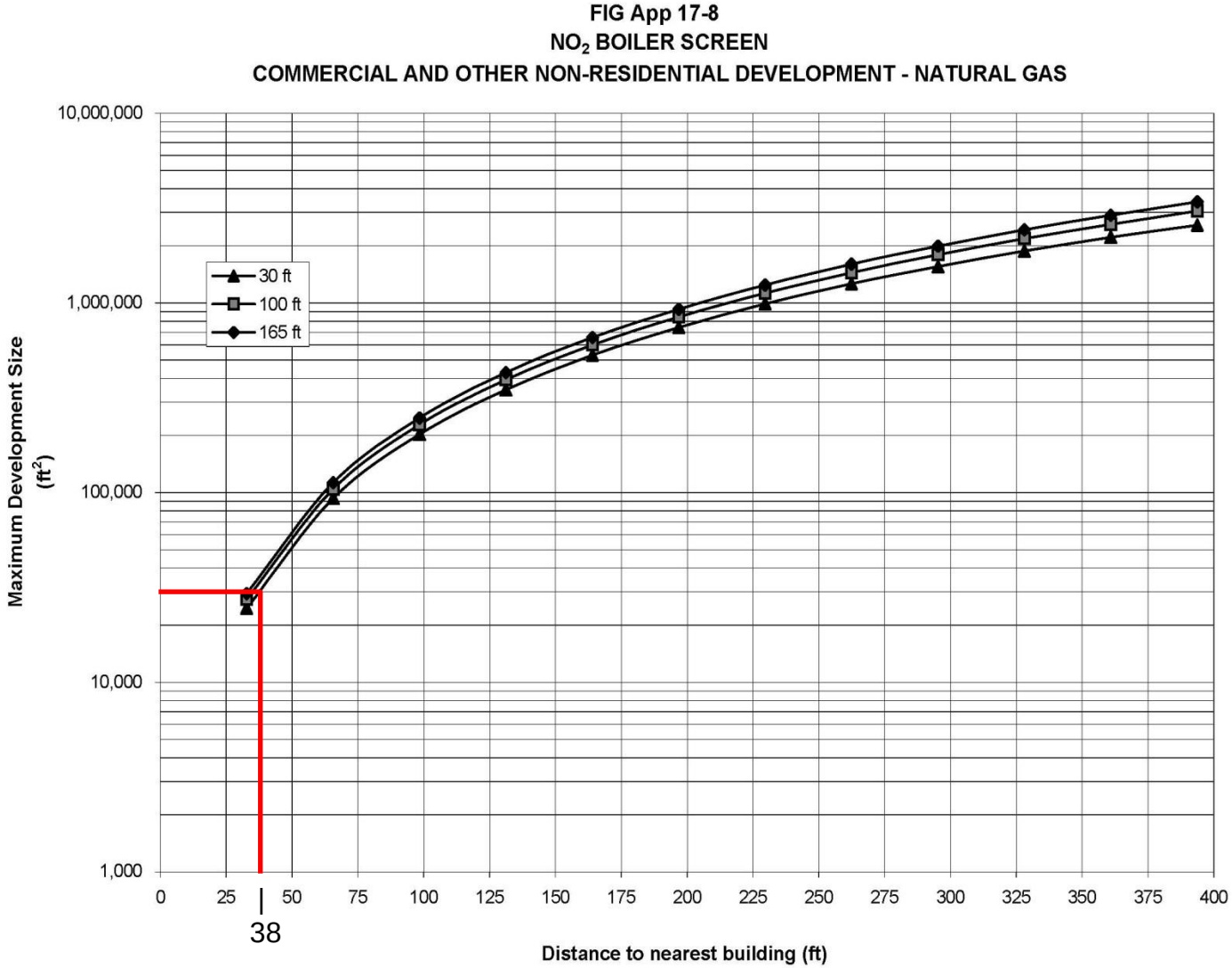
Project-Generated Development Site #10
20,000 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



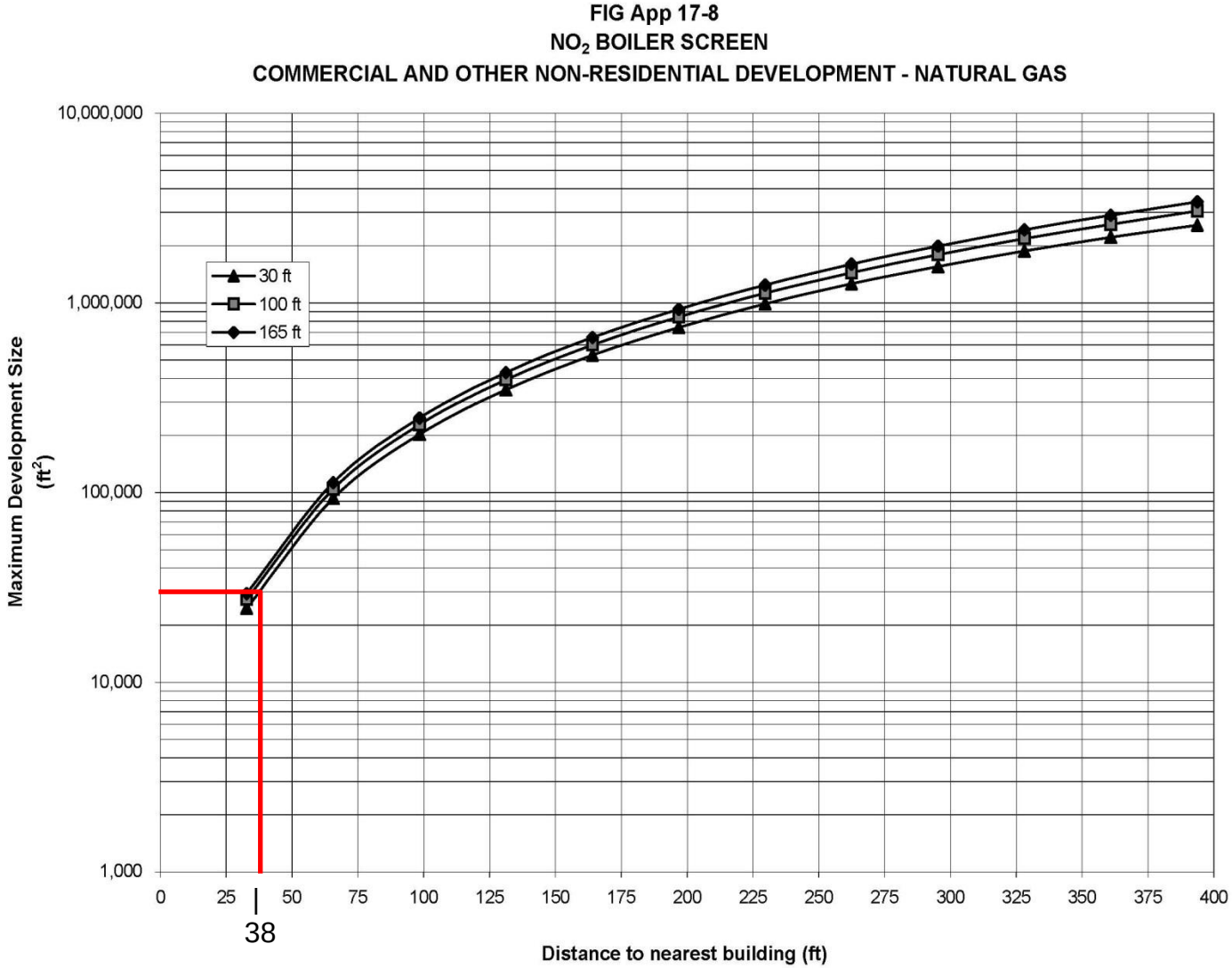
Project-Generated Development Site #11
50,000 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



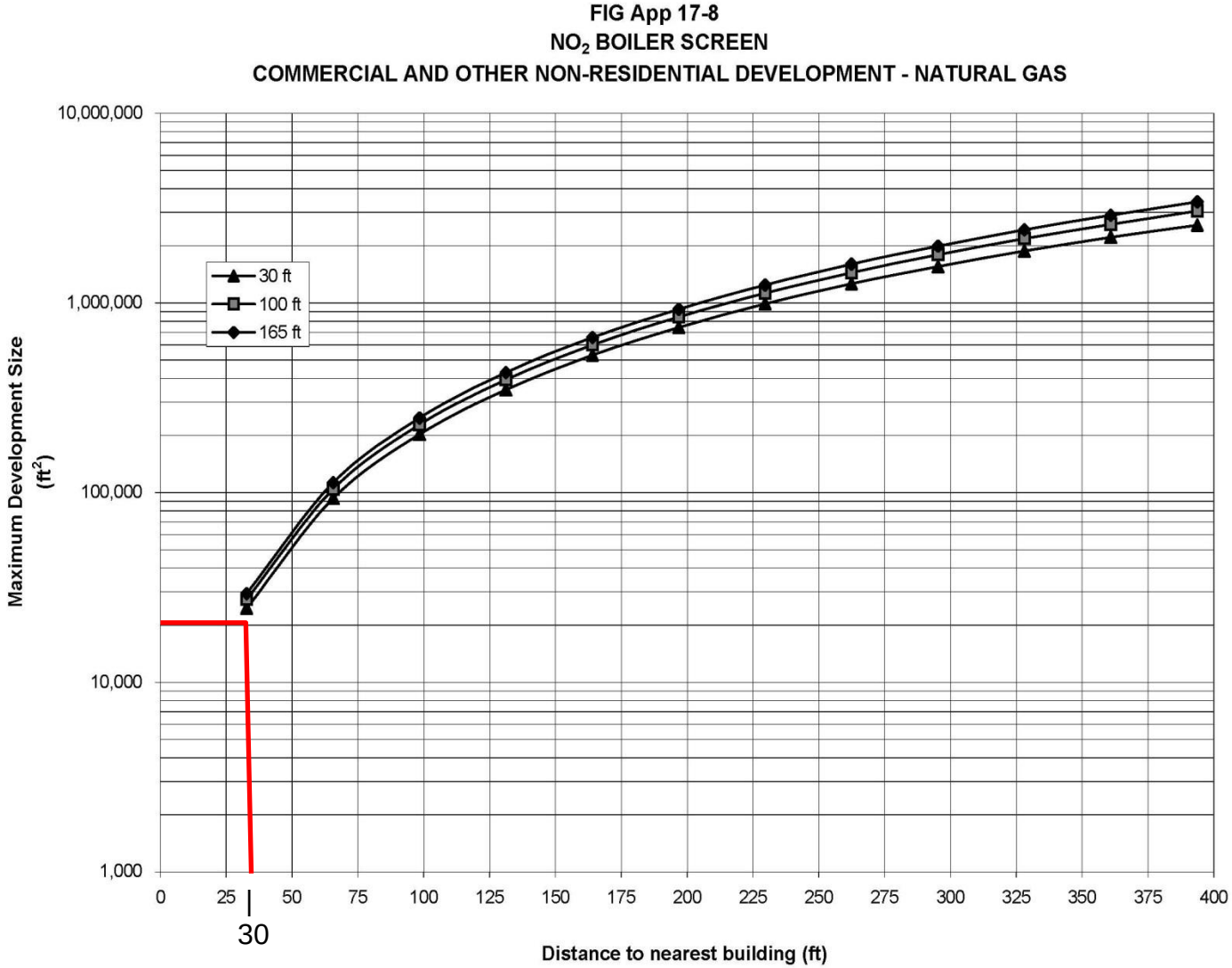
Project-Generated Development Site #12
30,000 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



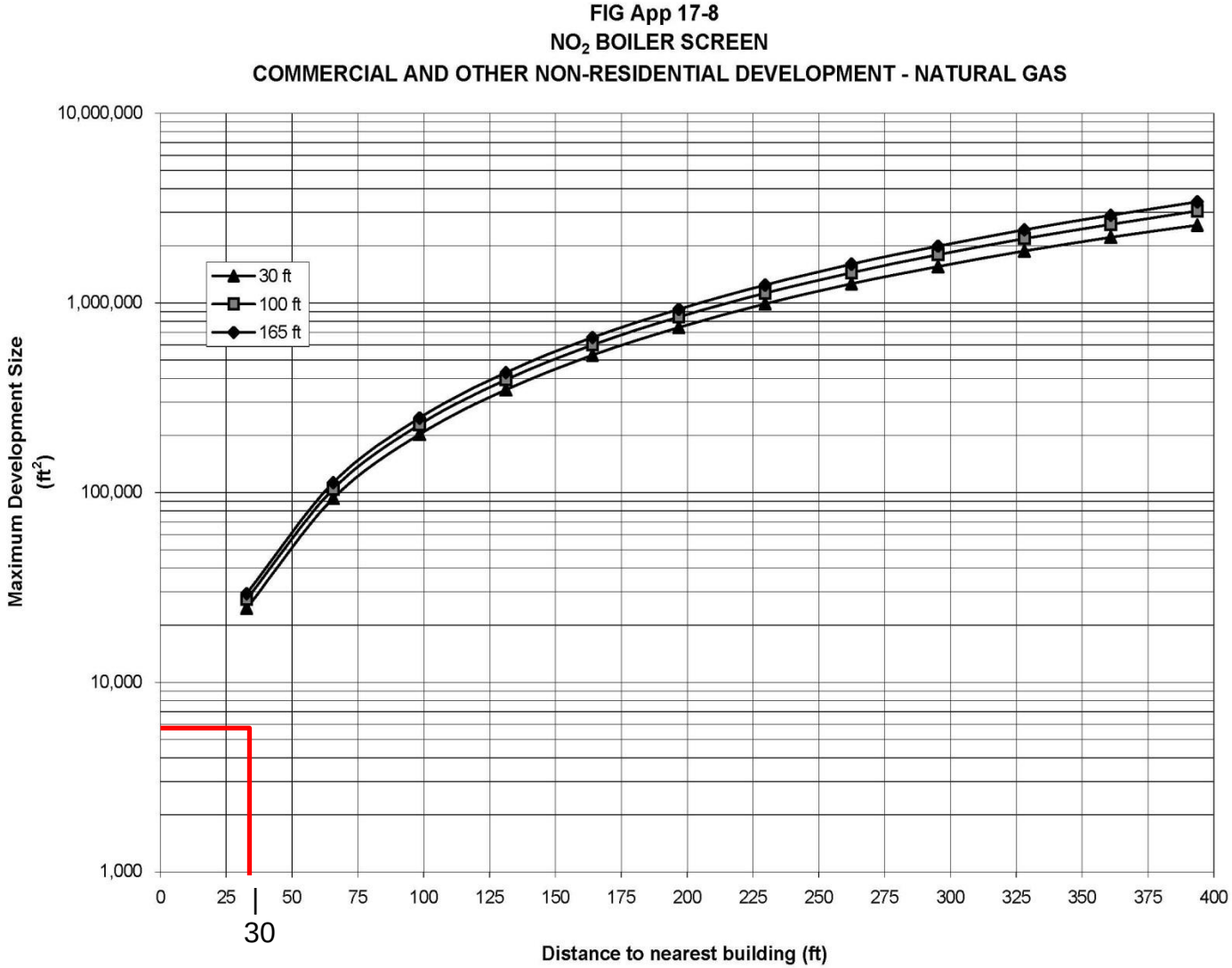
Project-Generated Development Site #13
30,000 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



Project-Generated Development Site #14
20,000 square feet

Screening of Proposed Project on Existing Development in Surrounding Area



Project-Generated Development Site #15
5,800 square feet

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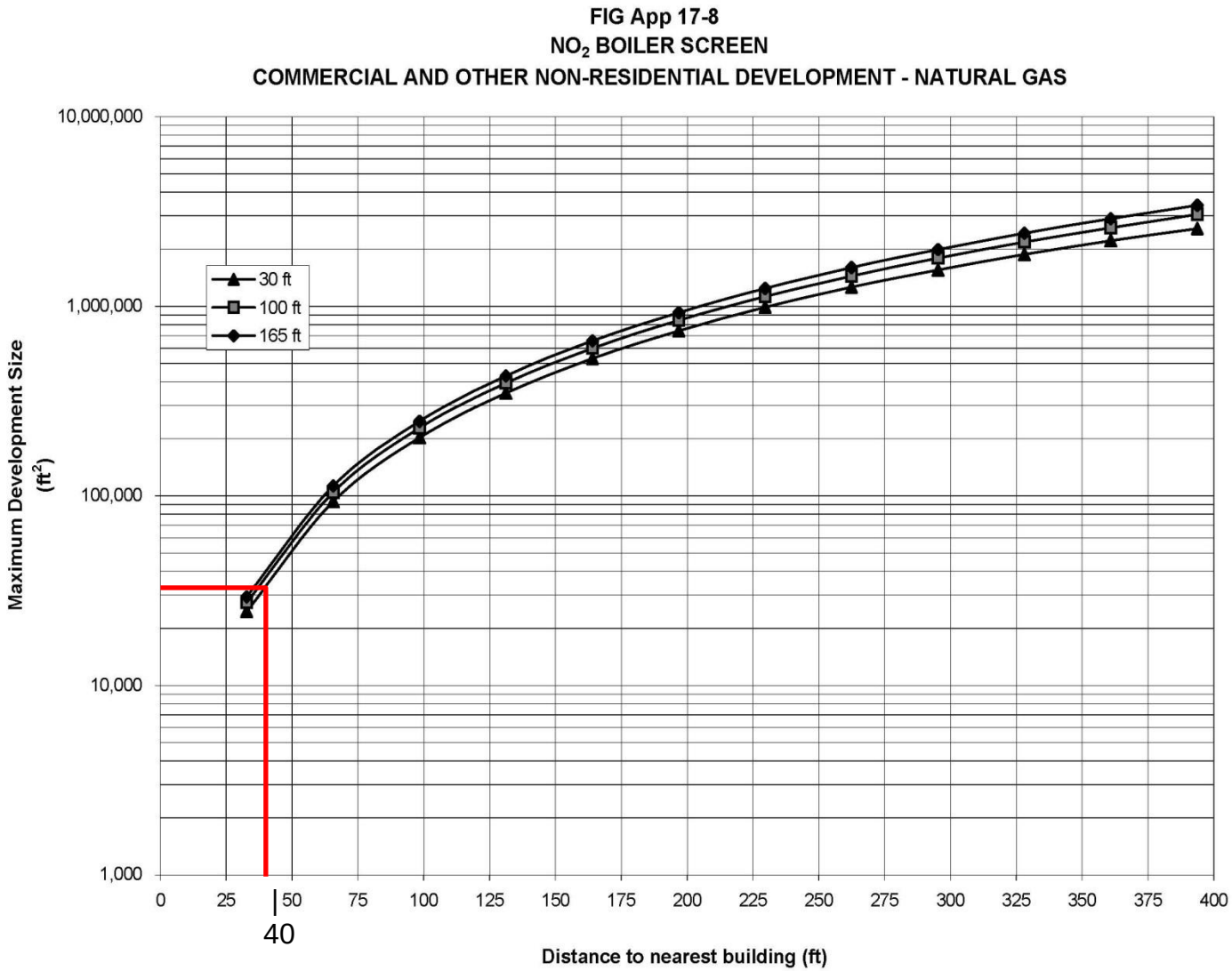
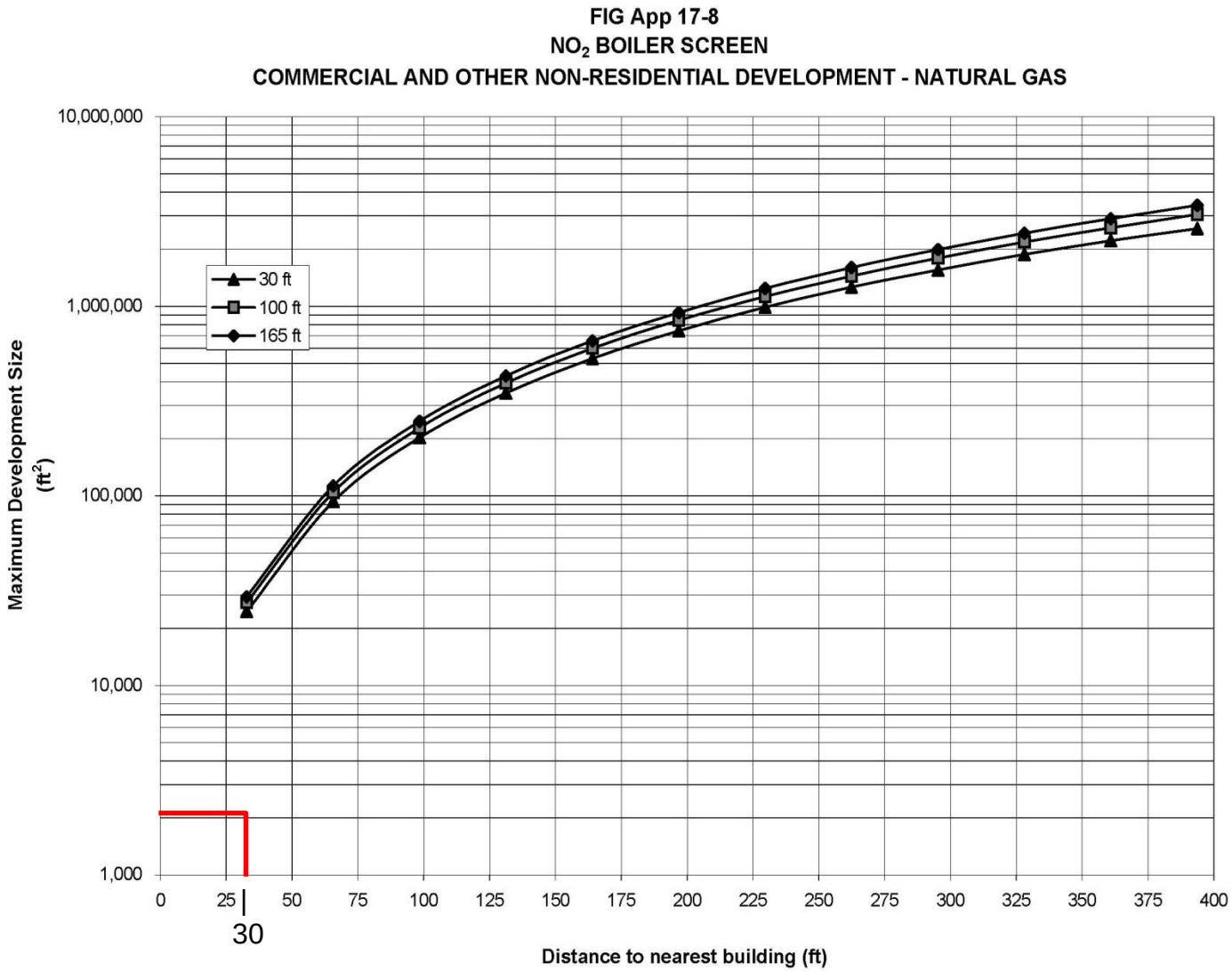
Project-on-Project Screening



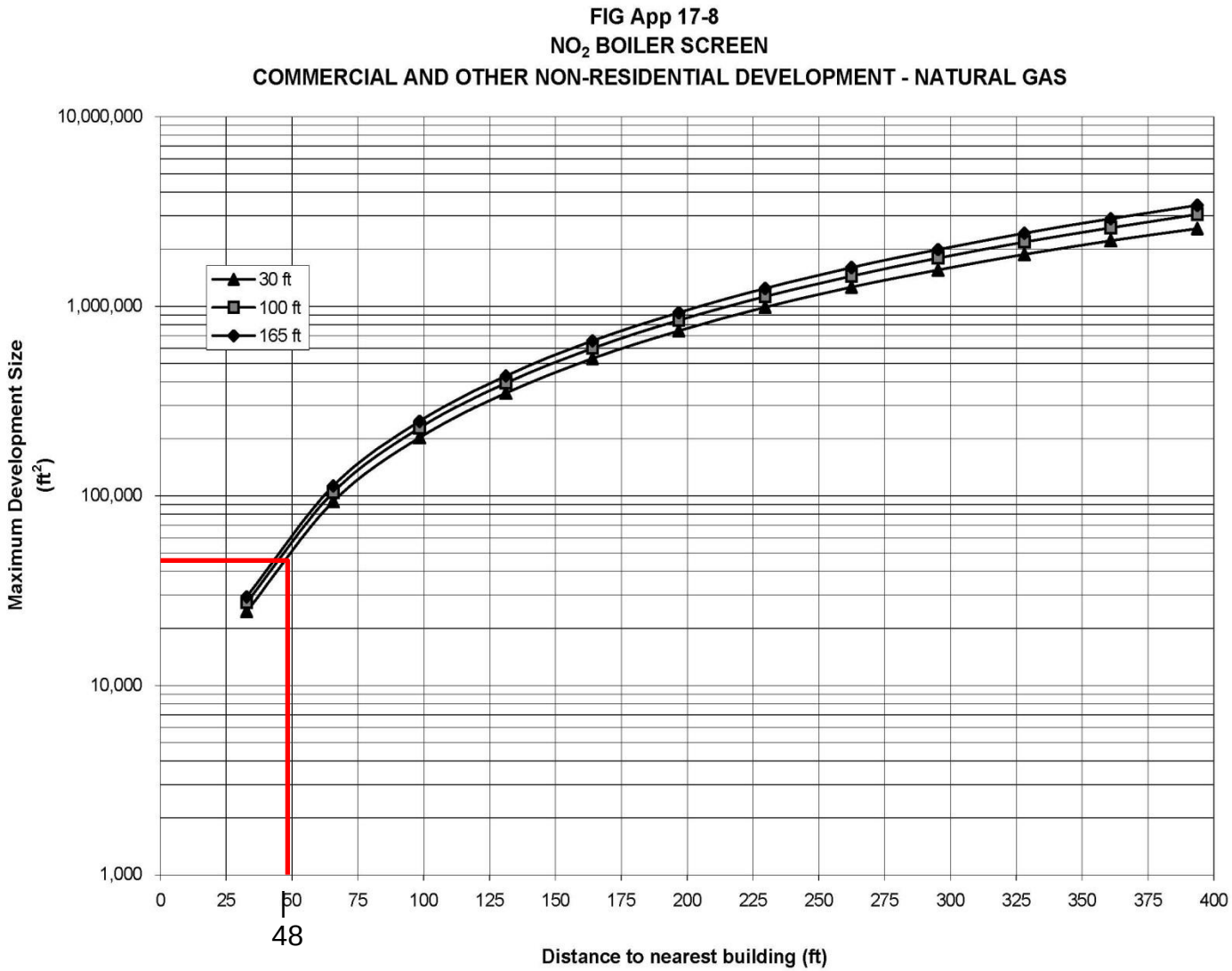
Project-Generated Development Site #1
33,500 square feet

Project-on-Project Screening



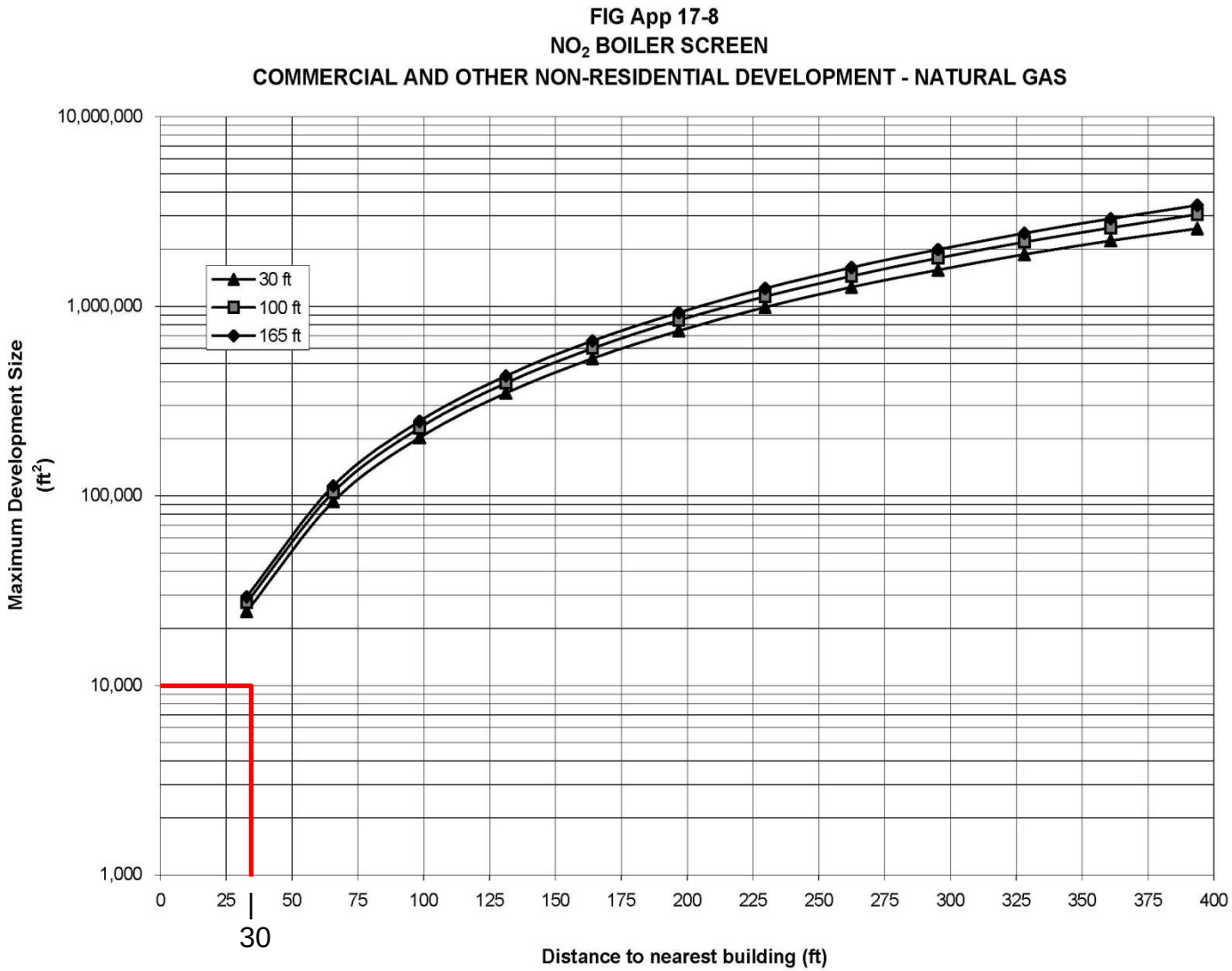
Project-Generated Development Site #2
2,100 square feet

Project-on-Project Screening



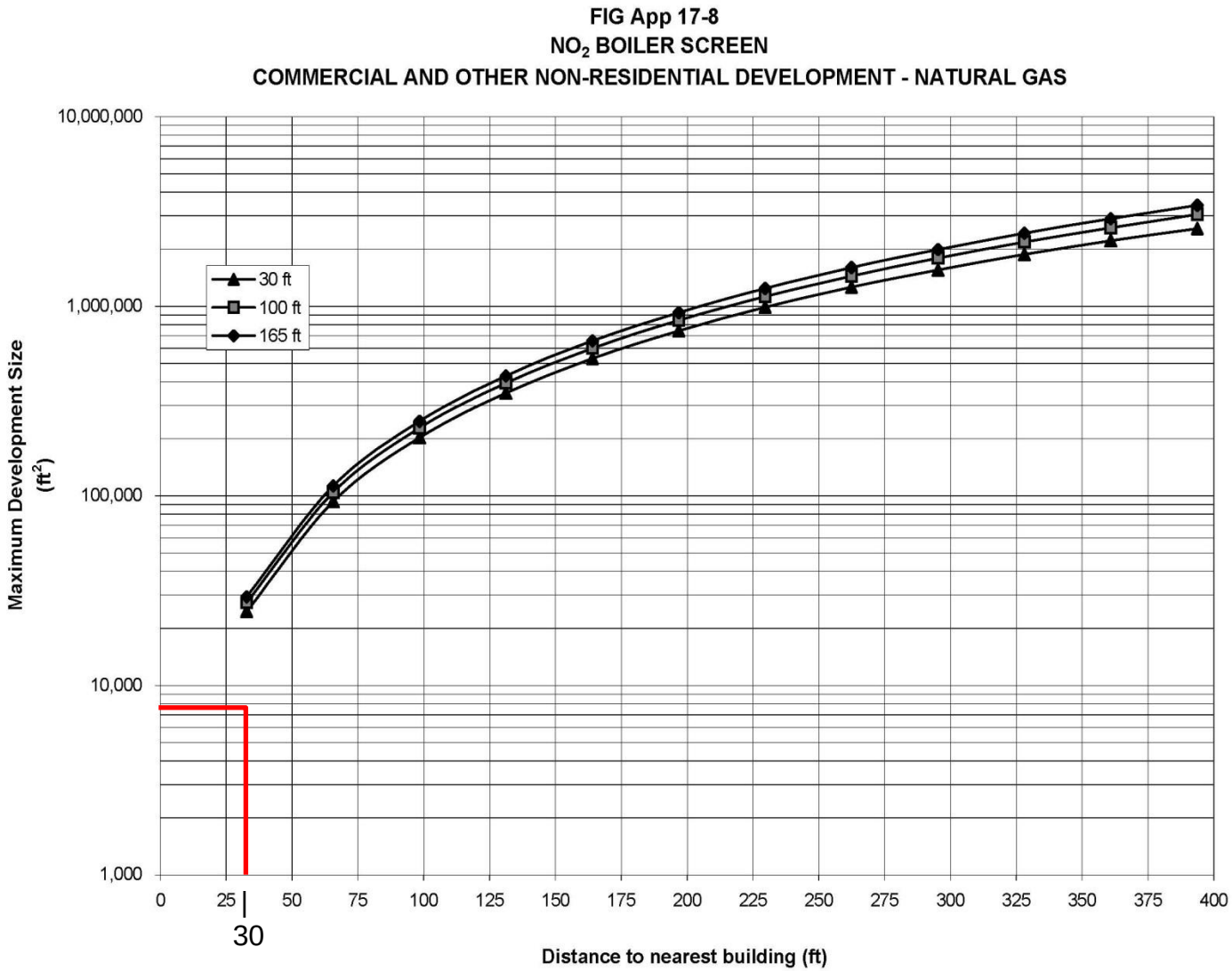
Project-Generated Development Site #3
46,633 square feet

Project-on-Project Screening



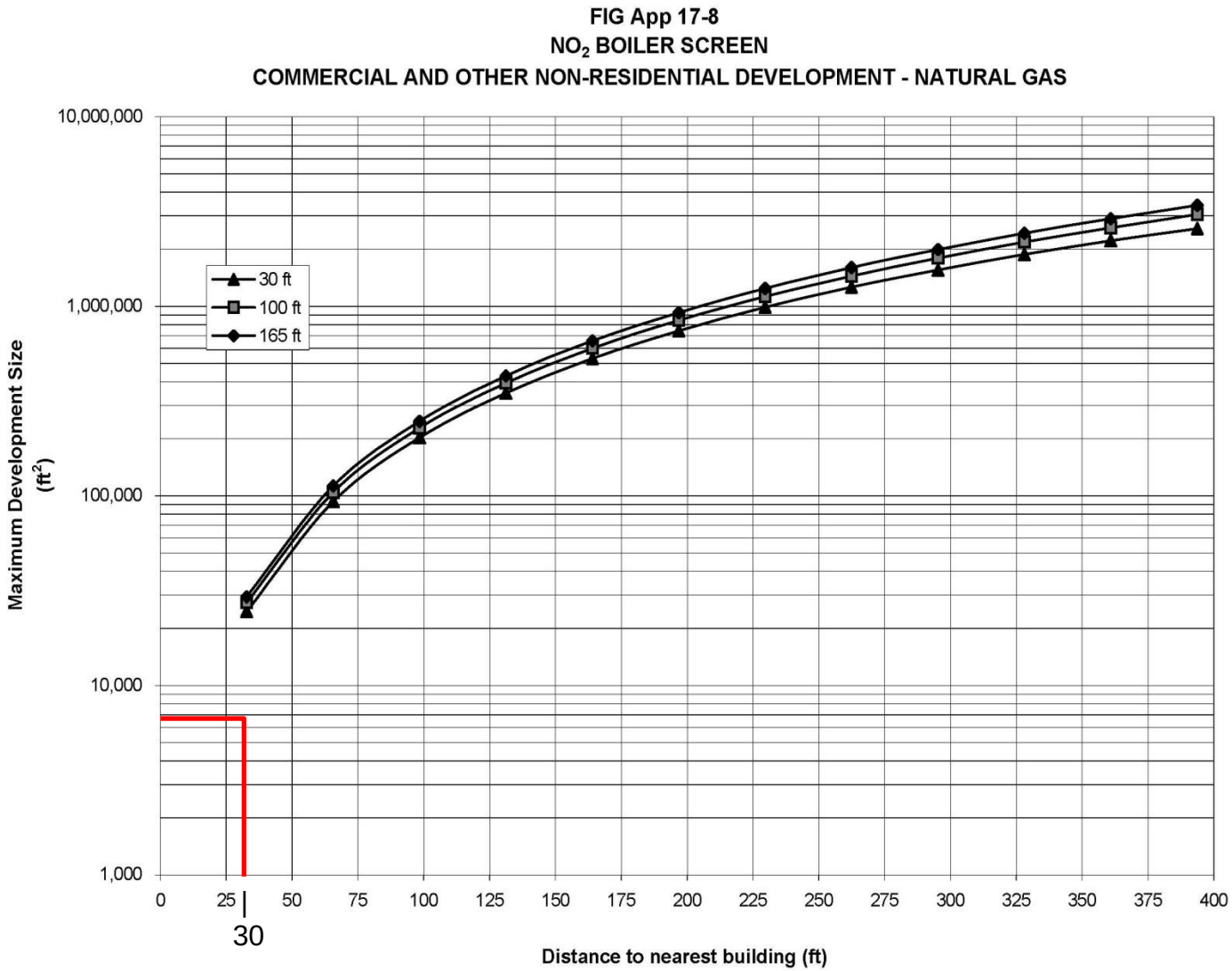
Project-Generated Development Site #4
9,460 square feet

Project-on-Project Screening



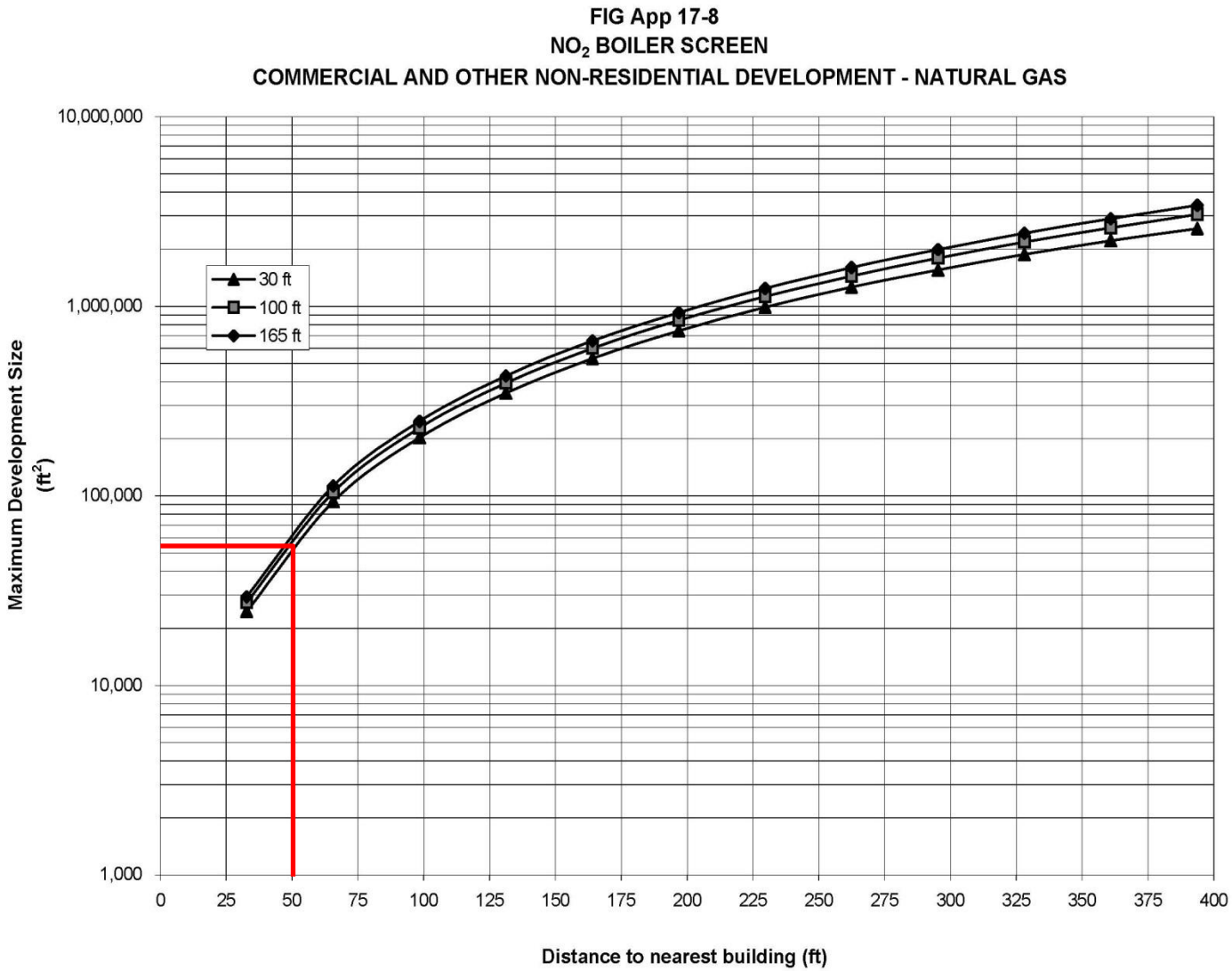
Project-Generated Development Site #5
7,668 square feet

Project-on-Project Screening



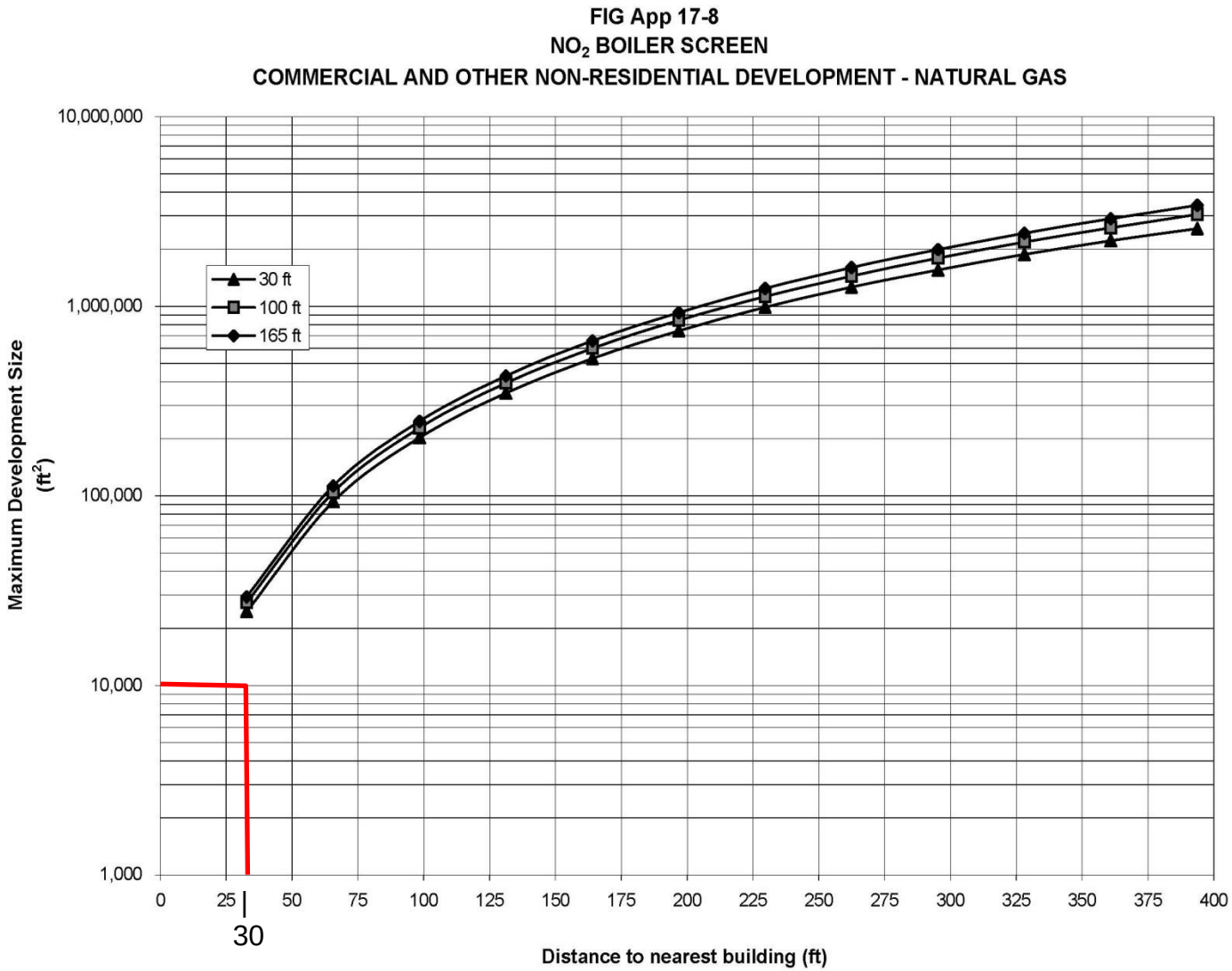
Project-Generated Development Site #6
6,480 square feet

Project-on-Project Screening



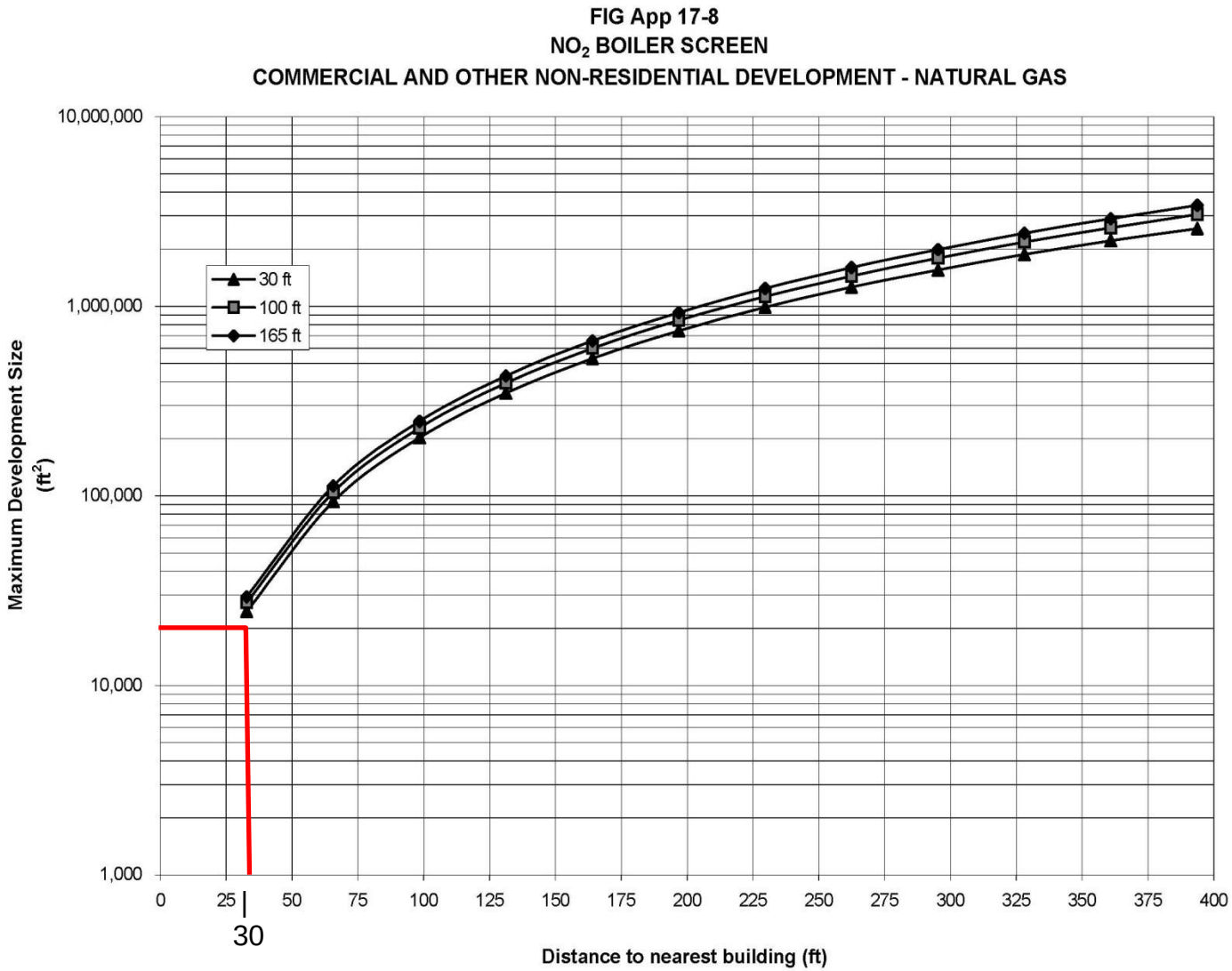
Project-Generated Development Site #7
58,534 square feet

Project-on-Project Screening



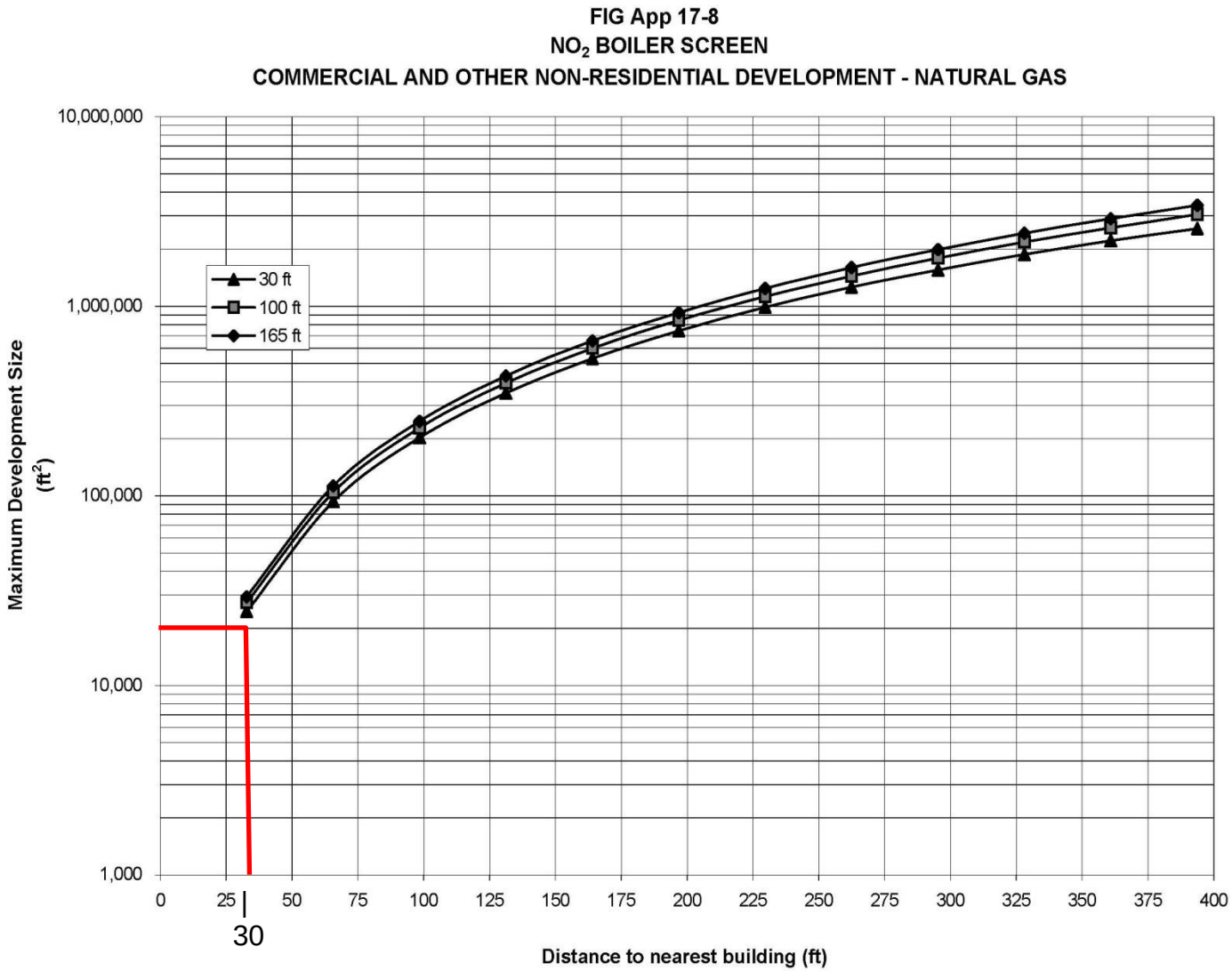
Project-Generated Development Site #8
9,800 square feet

Project-on-Project Screening



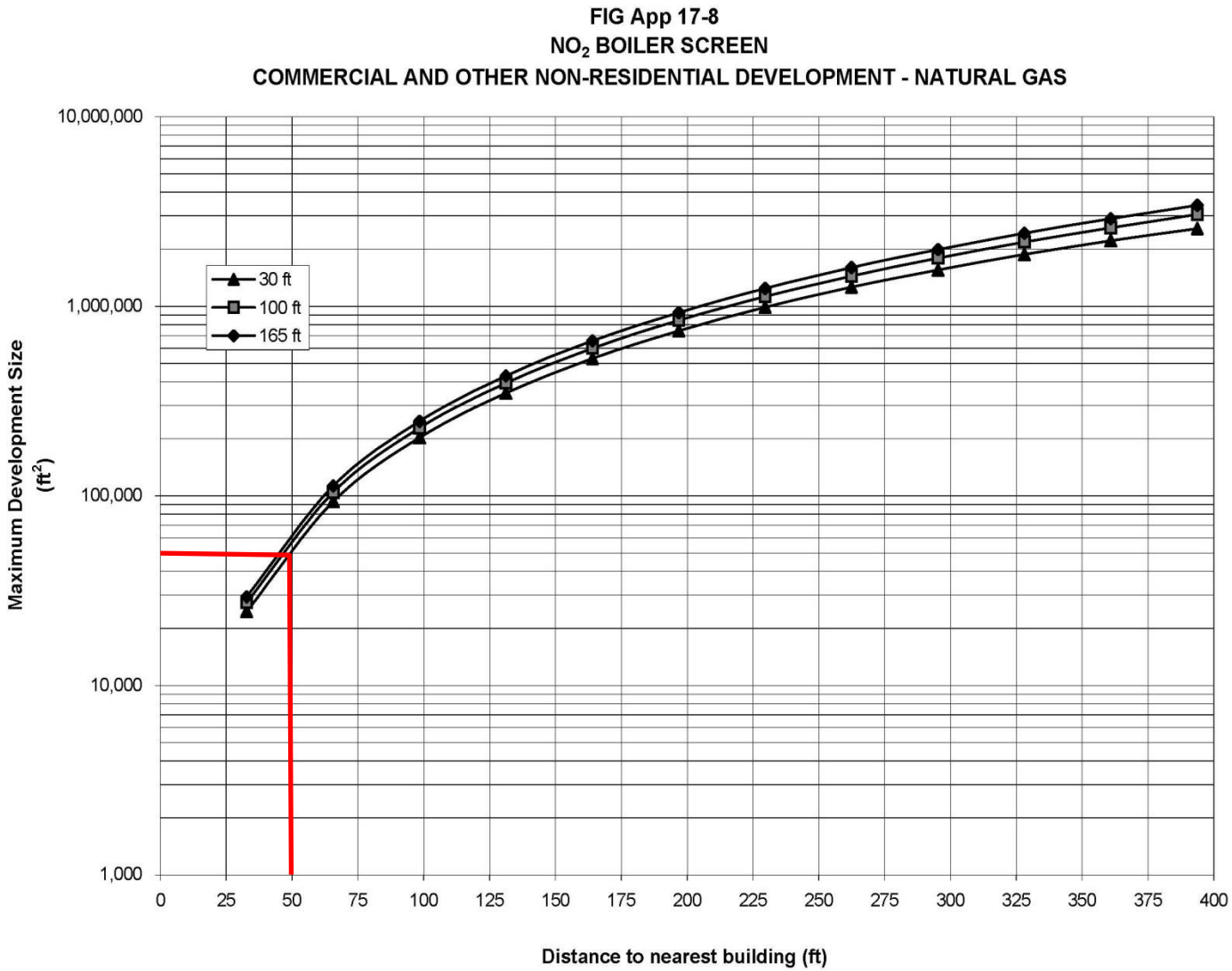
Project-Generated Development Site #9
20,000 square feet

Project-on-Project Screening



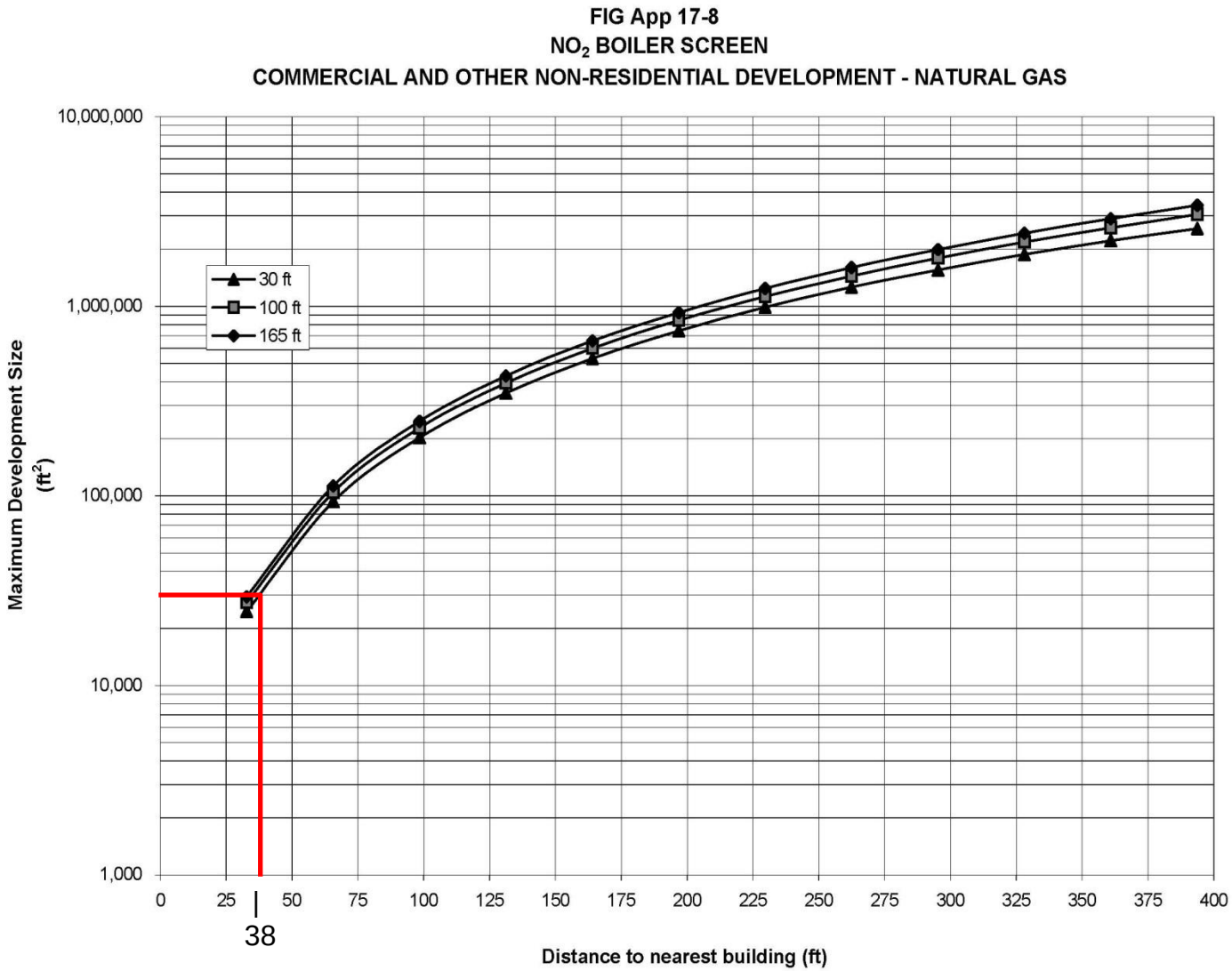
Project-Generated Development Site #10
20,000square feet

Project-on-Project Screening



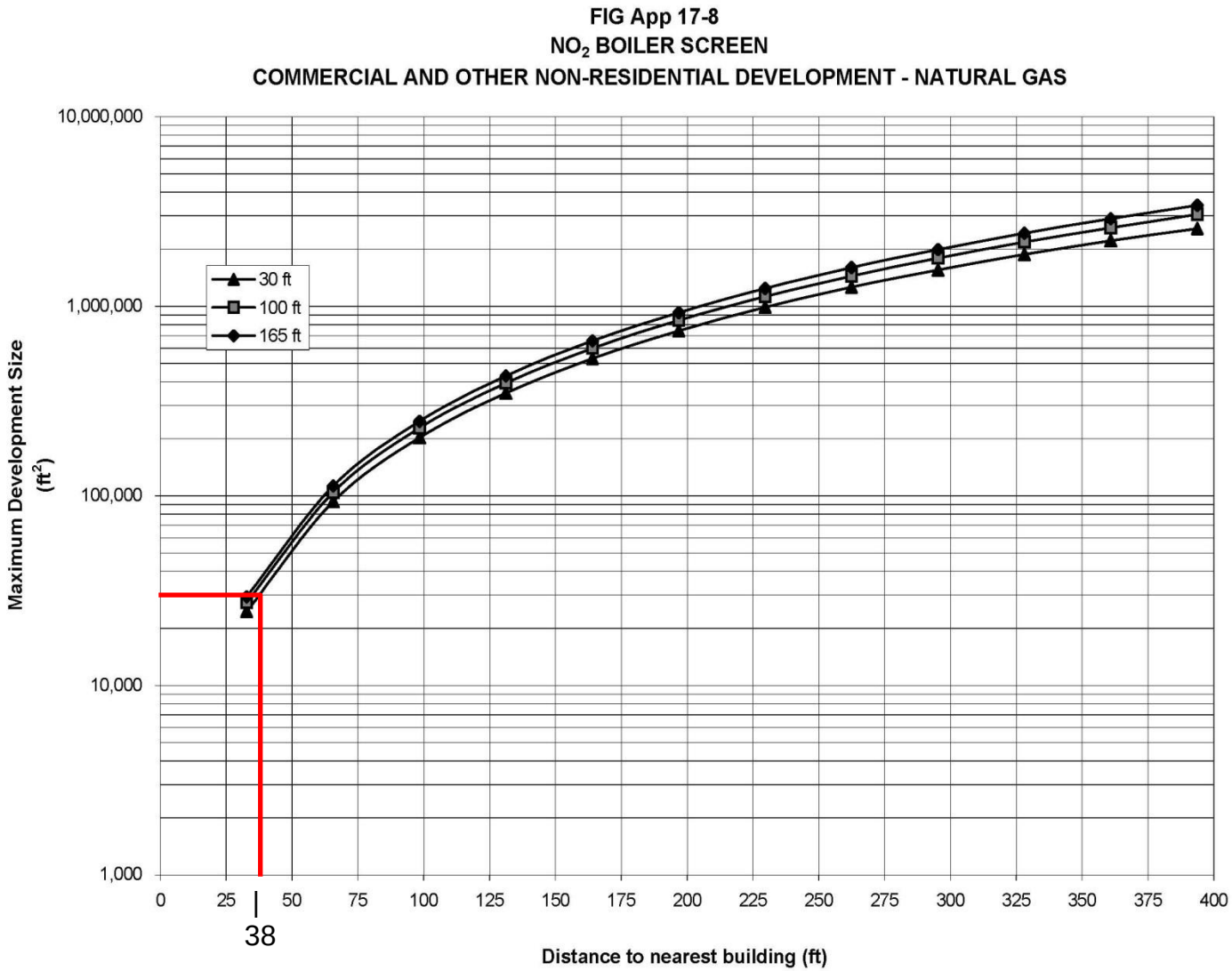
Project-Generated Development Site #11
50,000 square feet

Project-on-Project Screening



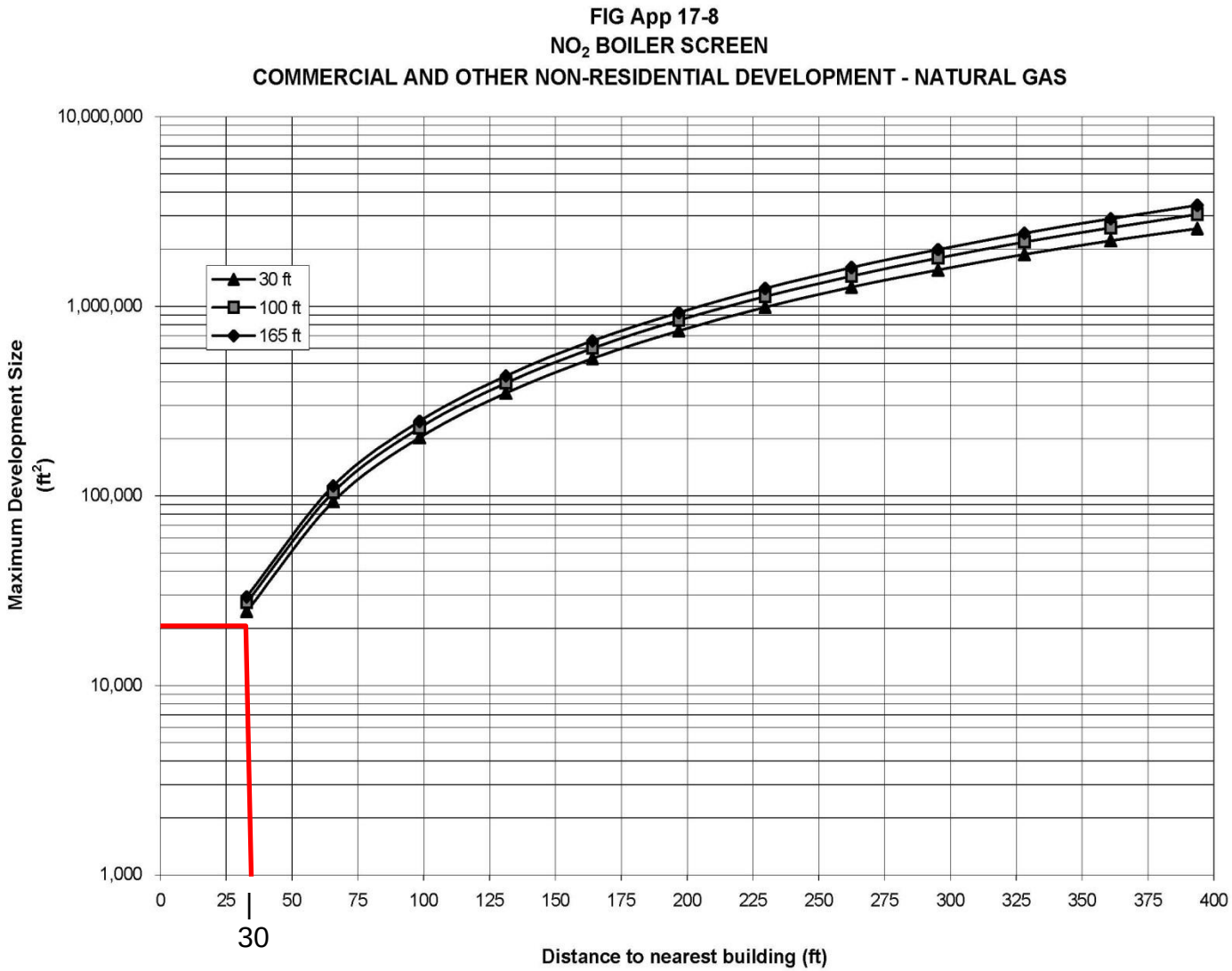
Project-Generated Development Site #12
30,000 square feet

Project-on-Project Screening



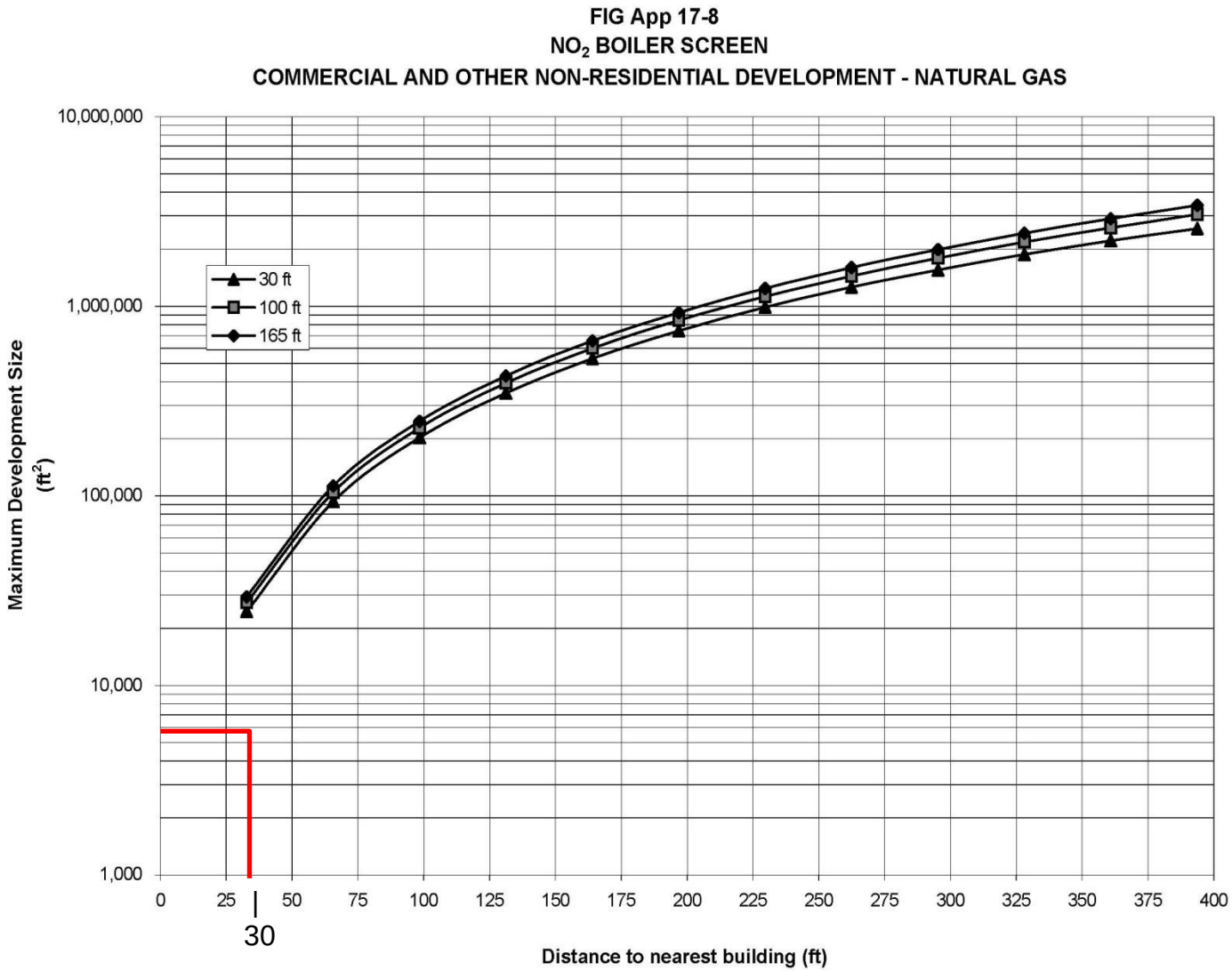
Project-Generated Development Site #13
30,000 square feet

Project-on-Project Screening



Project-Generated Development Site #14
20,000 square feet

Project-on-Project Screening



Project-Generated Development Site #15
5,800 square feet

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AECOM (NYSE: ACM) is a global provider of professional technical and management support services to a broad range of markets, including transportation, facilities, environmental and energy. With more than 45,000 employees around the world, AECOM is a leader in all of the key markets that it serves. AECOM provides a blend of global reach, local knowledge, innovation, and technical excellence in delivering solutions that enhance and sustain the world's built, natural, and social environments.

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