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Inside this Issue

TRANSACTIONS AND FINANCING

Pied-À-Terre Tax Live in New York City. Here's What You Need to Know.

BY DANIEL T. ALTMAN AND LLOYD F. REISMAN

New York State recently enacted a new surcharge on July 1, 2026 on certain non-primary residences in New York City, commonly referred to as the "pied-à-terre tax." This measure introduces a significant new recurring tax burden on owners of high-value second homes and is likely to have material financial and planning implications for affected clients. The surcharge applies to certain condominiums, cooperatives, and one- to three-family homes.

Who Is Affected?

The tax applies to secondary homes in New York City that are not occupied as a person's primary residence. Importantly, a secondary home that is rented out regularly in an arm's-length transaction for a term of not less than one year may be exempt from the tax. The tax is squarely aimed at non-residents: individuals who do not live in the City or pay City income tax are the intended targets.

The Rate Structure

The tax will take effect in two phases. In the first phase (tax years 2026–2027 and 2027–2028), the annual surcharge will apply as follows:

- Condos & Co-ops:
  - 4% surcharge if DOF Market Value is between $1 – $3 million;
  - 5.25% surcharge if DOF Market Value is between $3 – $5 million; and
  - 6.5% surcharge if DOF Market Value is over $5 million.

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- For 1 to 3 Family Homes:
  - 0.8% surcharge if DOF Market Value is between $5 – $15 million;
  - 1.05% surcharge if DOF Market Value is between $15 – $25 million; and
  - 1.3% surcharge if DOF Market Value is over $25 million.

During the first phase, and before the start of the second phase, the City intends to transition to a new valuation model based on comparable sales.

In the second phase (from July 1, 2028 through June 30, 2031), there will be no distinction between condos, co-ops and/or 1 to 3 family homes, and the annual surcharge will apply as follows:

- Condos & Co-ops and 1 to 3 Family Homes:
  - 0.8% surcharge if Comparable Sales Value is between $5 – $15 million;
  - 1.05% surcharge if Comparable Sales Value is between $15 – $25 million; and
  - 1.3% surcharge if Comparable Sales Value is over $25 million.

As presently drafted, the surcharge is set to expire June 30, 2031.

A Critical Distinction: This Is Not the Mansion Tax

The pied-à-terre tax does not replace the existing NYC mansion tax, which is a one-time transfer tax paid at closing. This new surcharge is a recurring tax that could apply every single year thereafter.

Practical Impact Can Be Severe

New York City's new tax on second homes will likely more than double property taxes owed by owners of high-value apartments, according to tax experts. While NYC's historically antiquated assessment system has long undervalued co-ops and condominiums, the legislation requires DOF to transition toward a comparable sales based valuation methodology for certain properties, requiring New York City to develop a new system for valuing co-ops and condominiums. This directive is already setting the stage for possible legal challenges.

Market Concerns and Potential Consequences

Industry participants (including developers, brokers, lenders, and tax professionals) have raised a number of legitimate concerns regarding the broader impact of the pied-à-terre tax:

- Reduced Transaction Volume and Liquidity: Buyers may defer or abandon acquisitions of second homes in New York City, leading to decreased transaction activity and longer marketing times for affected properties.
- Shift Toward Rental or Income-Producing Use: Owners may seek to convert second homes into rental properties in order to avoid the tax, which could increase high-end rental inventory and alter usage patterns in certain submarkets.
- Assessment and Valuation Disputes: Because the tax relies on property valuations that may differ from existing assessment methodologies, there is a heightened risk of administrative challenges and litigation over valuation determinations.
- Impact on New Development: Developers of luxury residential projects, and particularly those historically marketed to international or pied-à-terre purchasers, may face slower absorption rates and the need to recalibrate pricing, unit mix, or marketing strategy.
- Downward Pressure on Luxury Market Values: The recurring nature of the tax may reduce demand for high-end second homes, particularly among non-resident buyers, potentially placing downward pressure on pricing in the luxury condominium and co-op market.
- Broader Competitiveness Concerns: Some industry groups have expressed concern that the tax could make New York City less competitive relative to other domestic and international markets for second-home investment.

Questions Our Clients are Asking

What constitutes a "non-primary residence," and how will that status be determined?

The legislation is expected to rely on a combination of factors similar to existing residency and tax frameworks, including where an individual files income taxes, maintains voter registration, spends the majority of time during the year, and claims statutory residency. However, the precise standards and enforcement mechanisms have not yet been fully clarified. As a result, there may be uncertainty regarding classification in marginal cases.

How will cooperative apartments be valued for purposes of the tax?

Unlike condominiums, cooperative apartments are not assessed individually for property tax purposes. During phase one, the DOF Market Value of an individual cooperative apartment can be calculated by multiplying (i) the DOF Market Value of the entire cooperative apartment building in the applicable fiscal year by (ii) the percentage of shares in the corporation representing the interest in the individual cooperative apartment. The City is supposed to issue a notice of surcharge to the owner of each condominium and cooperative apartment that will be subject to the surcharge.

Will occasional or intermittent use trigger the tax?

While the tax is aimed at homes that are not "regularly occupied," the threshold for what constitutes sufficient occupancy has not yet been defined. Clients who use their property periodically (e.g., several weeks or months per year) should seek further guidance and should carefully document usage patterns.

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Can renting the property avoid the tax?

The current framework suggests that properties that are actively and regularly rented pursuant to a bona fide lease agreement negotiated in an arm's-length transaction with a term of not less than one year may be excluded.

Will ownership structure impact liability?

Clients are already exploring whether ownership through LLCs, trusts, or other entities will affect how the tax is applied. While structuring may present planning opportunities, it may also carry separate tax and regulatory considerations that must be evaluated holistically.

How will this interact with existing property taxes and assessments?

The pied-à-terre tax is an additional surcharge layered on top of existing property taxes. Because it relies on valuation thresholds that may differ from current assessment methodologies, disparities may arise, increasing the likelihood of administrative appeals and legal challenges.

What You Should Do Now

If you own a luxury residential property in New York City and maintain your primary residence elsewhere, consult counsel immediately to assess your exposure, evaluate whether a rental arrangement could remove you from the tax's scope, and explore any applicable exemptions before these new obligations take effect.

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ADMINISTRATIVE LAW

The Deadline to File 2026 DHCR Registrations Is Fast Approaching

BY LAUREN E. LEWIS

The deadline for owners of rent-stabilized properties to file 2026 annual registrations with the Division of Housing and Community Renewal ("DHCR") is July 31, 2026. Property owners must provide accurate apartment information including tenant names, rent, and the applicable lease term(s). Property owners must also deliver a copy of the filed registration to each rent-stabilized tenant currently in occupancy. Units which were previously subject to rent-control and/or rent-stabilization, and which are permanently exempt, must likewise be registered as such.

Registrations filed after July 31, 2026, will be deemed delinquent and may subject property owners to fines of $500.00 per unregistered unit, for each month such registration remains delinquent.

Additionally, pursuant to Bill 2025-S2283, currently pending before the New York State Senate, late registration surcharges for delinquent registrations may soon increase to $1000.00 where the delinquency is determined to be willful.

An owner who receives a Notice of Delinquent Registration from DHCR has only a small window of time to remedy the delinquency, and where DHCR issues a Commissioner's Order finding that a registration is delinquent, an owner seeking to challenge such determination must act quickly to commence an appeal via an Article 78 proceeding, or will otherwise remain subject to a judgment for fines imposed by the Commissioner's Order.

Given the potential penalties involved, we strongly encourage property owners and managers to take this time to verify all property registrations are up-to-date by reviewing the DHCR registration rent roll for each rent-stabilized unit and immediately registering all missing registrations.

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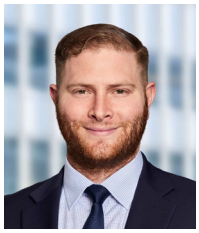
LOFT LAW

IMD Loft Board Registration Now Underway



BY MICHAEL BOBICK

The Loft Board's annual registration cycle is now underway. Owners of interim multiple dwellings ("IMDs") should have received, or will shortly receive, their registration packets from the New York City Loft Board, including the registration invoice, DOB Now instructions, and the Fire Egress form. Registration materials and fees ($500 per residential IMD unit) are due as of July 1, with a grace period through July 31.

This is the second year the Fire Egress form is required. The form requires certification that fire escapes (if applicable), stairs, and other means of egress have been inspected within fourteen days of filing. If defects are identified, the certification must note them and confirm that repairs will be completed by August 1, followed by an amended certification no later than August 30 confirming completion. Failure to comply may result in a $7,500 penalty.

Late filings are subject to a fee of $25 per residential IMD unit for July, plus $5 per unit for each additional month until the registration is completed. Failure to register altogether carries significantly higher penalties, starting at $7,500 and increasing for repeat noncompliance.

Owners who have not yet received their registration packet, or who need assistance with the filing, should contact Michael Bobick.

Michael Bobick is a partner and leads BBG's Loft Law Practice. For more information regarding Loft Law matters, please contact Michael at 212-867-4466 (Ext. 331) or mbobick@bbgllp.com.

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CO-OP AND CONDO

Queens Co-op's Attorneys' Fee Claim Denied Under Kasowitz Ruling

Kennedy House Owners, Inc. v. Crawford

SQUIB BY LLOYD F. REISMAN

WHAT HAPPENED: This holdover proceeding arose from a lengthy pattern of allegedly disruptive and threatening conduct by tenant-shareholders in a Forest Hills cooperative. The board documented repeated complaints involving screaming, confrontations with residents and staff, and other erratic behavior over an extended period.

In May 2023, the cooperative issued a notice of objectionable conduct and later held a special meeting advising that the board would consider terminating the respondents' proprietary lease. The tenant-shareholders did not appear at the meeting.

In September 2023, the board unanimously voted to terminate the lease pursuant to the objectionable conduct provision, and shortly afterward served a notice terminating the proprietary lease. The tenant-shareholders did not vacate the apartment, prompting the cooperative to commence a holdover proceeding.

The petition sought possession and eviction, unpaid maintenance and ongoing use and occupancy, and attorneys' fees pursuant to the proprietary lease.

IN COURT: By the time the court addressed the motions at issue, the cooperative had already prevailed in recovering possession of the apartment. The remaining dispute concerned whether the coop could recover its attorneys' fees from the tenant-shareholders under the lease.

The proprietary lease contained a standard fee-shifting provision requiring shareholders to reimburse the cooperative for legal fees incurred in enforcing the lease or defending litigation brought against it. The cooperative argued that, as the prevailing party, it was entitled to fees under longstanding Second Department precedent enforcing similar provisions.

The tenant-shareholders argued that the provision was unconscionable, relying heavily on the First Department's decision in Kasowitz, Benson, Torres & Friedman, LLP v. JPMorgan Chase Bank, N.A., 237 A.D.3d 499 (1st Dep't 2025).

Although the court agreed that the cooperative was the prevailing party and ordinarily would be entitled to fees if authorized by contract, it nevertheless held that the fee provision itself was unenforceable. The court found the clause materially similar to the provision invalidated in Kasowitz, where the First Department held that overly broad fee-shifting provisions could chill shareholders from asserting legitimate claims or defenses.

The court distinguished the Second Department cases cited by the cooperative because those decisions did not address the unconscionability analysis central to Kasowitz.

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Applying New York precedent governing conflicts among Appellate Departments, the court held that where the local Appellate Department has not addressed a particular issue, trial courts should follow authority from another Department directly on point. Because Kasowitz squarely addressed the issue, the court followed it.

Accordingly, the cooperative's request for attorneys' fees was denied, and the tenant-shareholders' cross-motion dismissing the fee claim was granted.

TAKEAWAY: This case illustrates that even a cooperative board that successfully follows proper procedures and prevails on the merits may still lose its claim for attorneys' fees if the governing lease language is viewed as overbroad or unconscionable.

Following Kasowitz, boards should not assume that traditional proprietary lease fee provisions will automatically be enforced.

Courts are increasingly scrutinizing provisions that could discourage shareholders from asserting legitimate claims or defenses in good faith.

Boards should work with counsel to review proprietary lease provisions addressing attorneys' fees and consider whether revisions are appropriate. Narrowly tailored provisions tied specifically to actual defaults and enforcement proceedings may be more likely to survive judicial scrutiny.

Boards and their counsel should also account for the possibility that attorneys' fees may not be recoverable even when the cooperative prevails in litigation.

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CO-OP AND CONDO

Court Rules Coop's Board of Directors Not a Proper Party to a Lawsuit

Lindsey v. Metro Mgmt. Dev. Inc.

SQUIB BY MATTHEW N. TOBIAS

WHAT HAPPENED: For more than 50 years, the plaintiff, Ann Lindsey, has been a tenant-shareholder at Kingsbridge Arms Inc., a Mitchell-Lama limited-profit cooperative in the Bronx. The terms of her occupancy are governed by a 1975 occupancy agreement. Defendant Metro Management Development Inc. is the managing agent for Kingsbridge Arms.

In 2023, the plaintiff received notice from management of a utility pass-through surcharge of $211.97 per month for 12 months, purportedly imposed to cover increased electric, gas and water costs. Although the plaintiff paid the surcharge, she believed it violated Paragraph Ninth of her occupancy agreement, which states, in relevant part, that Kingsbridge Arms must "pay or provide for the payment of all ... assessments levied against the project."

Accordingly, in 2024, the plaintiff, acting pro se, commenced an action in Bronx County Civil Court against Metro Management for breach of contract, seeking $2,543.64, the amount of the surcharge she paid.

Metro Management answered the complaint, denying the allegations and asserting an affirmative defense based on documentary evidence. Although she initially sued Metro Management, the plaintiff later determined that the proper defendant was Kingsbridge Arms itself. She therefore moved to amend the caption to substitute Kingsbridge Arms for Metro Management and to add Kingsbridge Arms's board of directors and Yvonne Bumpurs, in her representative capacity as president of the board, as defendants.

IN COURT: The Bronx County Civil Court addressed both pending motions. First, the court granted the plaintiff's motion to amend to the extent of substituting Kingsbridge Arms for Metro Management. The court rejected Metro Management'sargument that adding Kingsbridge Arms would unnecessarily complicate the action or substantially alter the claims because Kingsbridge Arms and Metro Management were "united in interest."

However, the court denied the plaintiff's motion to the extent it sought to add the board of directors and its president, Yvonne Bumpurs, as defendants. The court held that a cooperative's board of directors is not a legal entity distinct from the corporation itself and therefore cannot be independently sued. The court further held that individual board members may be sued only for specific wrongdoing independent of the corporation's actions, and the plaintiff alleged no such separate wrongdoing.

Although the court denied Metro Management's motion to dismiss the complaint as moot with respect to Metro Management, it nevertheless considered the motion as applied to Kingsbridge Arms.

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Metro Management argued that the surcharge was valid and enforceable as a matter of law because HPD had approved it pursuant to the Mitchell-Lama Rules.

The court denied the motion, finding that although Paragraph Ninth of the occupancy agreement may conflict with the Mitchell-Lama Rules, the defendants had not established, as a matter of law or through documentary evidence, that the Mitchell-Lama Rules superseded the terms of the occupancy agreement. The court found counsel's conclusory assertions insufficient. The court also found that Metro Management had not conclusively established that the corporation complied with all procedural requirements of the Mitchell-Lama Rules, including notice and disclosure obligations. The court noted that approximately 95% of Kingsbridge Arms shareholders are senior citizens living on fixed incomes and that the maintenance increase could impose a substantial hardship.

TAKEAWAY: This decision highlights the importance of naming the proper parties in litigation involving a cooperative corporation. The corporation itself — not its board of directors — is generally the proper defendant. Individual directors or officers should be named only where there are allegations of separate and specific wrongdoing. Similarly, managing agents should not automatically be sued as substitutes for the corporation. The case also demonstrates that governmental approval of a surcharge or policy does not automatically render it enforceable where it may conflict with a cooperative's governing documents. Cooperatives implementing government-approved policies should ensure strict compliance with all procedural requirements under both applicable regulations and their governing documents. Where governing documents arguably impose stricter standards, courts may require adherence to those standards as well.

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TAX EXEMPTIONS AND ZONING INCENTIVES

UAP Floor Area: A Different Kind of Development Capacity

BY BRENDA SLOCHOWSKY AND DAVID SHAMSHOVICH

Every development rights transaction begins with a deceptively simple question: what, exactly, is being conveyed? In an ordinary transfer of development rights, the answer is settled. The seller conveys existing, transferable development capacity attributable to its zoning lot, and once it is acquired it can be used in the receiving development, subject to applicable zoning and approvals. The question becomes harder when a developer assembles a site whose enlarged zoning lot could, if the development qualifies under the Universal Affordability Preference ("UAP"), support additional floor area.

The additional floor area that a qualifying project can reach under UAP does not already exist as a present, transferable asset. It is not floor area that an affordable housing project has already generated and can sell as a certificate, which exists and transfers like ordinary capacity. The floor area at issue here is only available if the developer produces affordable housing meeting the UAP requirements and obtains the approvals that the New York City Department of Housing Preservation and Development ("HPD") requires. UAP itself needs no rezoning or special permit, so the program is available as of right, but the additional floor area is not a present entitlement that can simply be built; it must be supported by the provision of affordable housing and approved through the UAP process before it can be relied upon. That distinction, more than any pricing formula, is what the parties most often misjudge. Many negotiations of this kind become harder than they need to be because the two sides are working from different conceptions of the asset itself.

Development Rights and Contingent Capacity

This is the conceptual heart of the matter. Ordinary development rights are transferred; UAP capacity is earned. Those two verbs capture most of the difference. Development rights already exist, are attributable to the zoning lot, and once transferred can be built, subject to applicable zoning, whereas UAP floor area is contingent. It is not a present, transferable asset when the parcel changes hands, and it is not an entitlement that can simply be built. UAP does not grant additional market rate floor area in exchange for affordability. The project can rely on UAP floor area only after the developer proceeds through the UAP process, including HPD review, DOB-approved plans identifying the affordable floor area, and recordation of the HPD-approved restrictive declaration committing to permanently affordable housing, with the floor area confirmed later through HPD's completion notice after that housing is built.

The Zoning Resolution makes the same point in its own terms. The maximum permitted residential floor area may exceed the standard maximum only by the amount of permanently affordable housing the developer provides, a one-for-one increase up to the district maximum,

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with those units restricted to a weighted average of 60 percent of area median income. The constraint is tighter still in a mixed-use building: a recent Department of Buildings bulletin confirms that the floor area permitted above the standard residential maximum may be used only for affordable housing, and because a zoning lot's total floor area is capped at its highest single-use ratio, any commercial or community facility space draws from that same envelope rather than adding to it (Buildings Bulletin 2026-010). A zoning lot merger raises the ceiling, because UAP capacity is calculated by reference to the combined zoning lot, so the seller's contributed lot area increases the amount of UAP floor area the building can ultimately reach. But raising the ceiling is not the same as delivering the floor area. Until the affordable housing is provided and approved, the capacity above the base is not usable as a completed entitlement.

Why Participants Approach It Differently

Because UAP floor area is contingent rather than existing, market participants do not always think about it the same way. Some focus on the overall opportunity: the enlarged zoning lot can reach more floor area than either parcel alone. So a seller may argue that the consideration should reflect the larger development the combined lot makes possible, not the base rights in isolation.

Others focus on the distinction between existing transferable rights and capacity that must still be earned. On this view, although the enlarged zoning lot raises the ceiling, the floor area above the base cannot exist without the provision of affordable housing, cannot be built without HPD's approval, and carries a lower economic value, so it should not necessarily be valued as though it were ordinary development capacity.

Both perspectives begin from legitimate observations, but they answer a different threshold question: what is actually being conveyed.

Allocating the Opportunity, and Pricing It

Because the additional capacity is contingent on the provision of affordable housing, the agreement that governs the merger has work to do that the parties do not always recognize. Development rights, and any UAP capacity, are an attribute of the zoning lot, not of the individual parcels that compose it. Once the lots merge, the permitted floor area is computed on the single combined zoning lot and shared across it; nothing automatically reserves any permitted floor area to the parcel that contributed the land. Therefore, absent an allocation in the governing agreement, the first parcel to use the capacity can take it. That is why the zoning lot development agreement, which allocates the development rights and the right to use them between the parcels, must state expressly who may pursue UAP on the combined lot and how the price accounts for it. The need is easy to underestimate, because a developer's own lot may already qualify for UAP. The merger does not create that eligibility; it merely enlarges the lot, which changes how much UAP floor area is reachable, not whether the program is available. Even then, that additional reach is not "free" floor area handed to the buyer, as every square foot above the standard maximum must still be provided as affordable housing meeting the requirements of UAP.

In an ordinary transfer, whatever a combined lot could ultimately achieve, including any "bonus" area, came along with the development rights as a matter of course; it was not carved out and sold as a separate asset. With UAP, in some negotiations parties may be tempted to price the contingent capacity separately, as though it were bonus air rights the seller could hand over. That approach rests in part on a mistaken assumption about how the UAP increment works, particularly in mixed-use buildings, which the Department of Buildings bulletin, discussed above, puts to rest: a small amount of affordable housing does not unlock the full floor area the district allows for qualifying affordable housing, available to the whole building and any use. Once that is understood, little is left to price on its own. The seller conveys lot area and base development rights; the additional UAP floor area is not a present asset the seller can deliver but a contingent result of the buyer's participation in the program. Whatever the seller's contribution is worth, including its effect on how much UAP floor area the building can reach, belongs in the price of the development rights, not in a separate premium for an entitlement that does not yet exist. None of this means the UAP opportunity has no value. Its value is simply of a different kind, because the capacity is contingent, restricted, and realized only through the buyer's provision of affordable housing.

The Point That Holds Regardless

Whichever perspective the parties adopt, one point should not be overlooked. UAP floor area is fundamentally different from ordinary development rights. It is not a present, buildable entitlement until affordable housing is produced and HPD approves it; it must be earned, not merely transferred; and it must remain permanently affordable. For those reasons it does not share the economic characteristics of existing, transferable development capacity, and treating the two as interchangeable is a mistake regardless of the market or the structure of any particular deal.

Whether the parties fold that value into a single price for development rights or adopt some other commercial framework, the negotiation is secondary. The threshold question is the nature of the asset itself. Only after the parties understand what is actually being conveyed can they meaningfully assess what it is worth.

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ZONING AND LAND USE

New SEQRA/CEQR Exemptions to Significantly Reduce Costs and Timelines for Projects Involving Discretionary Housing Actions

BY RON MANDEL AND ALAINA GREENE

In this edition of The BBG Update, we report on a major change to environmental review in New York: a new categorical exemption from SEQRA, and in turn CEQR, for housing and certain public infrastructure projects. For projects that qualify, the exemption has the potential to significantly reduce both the cost and the timeline of reaching construction. The changes officially took effect on May 26, 2026, and projects under review at the Department of City Planning and other agencies are already being evaluated under the new criteria.

A New SEQRA Exemption for Housing and Public Works

On May 26, 2026, the State enacted reform of the State Environmental Quality Review Act (SEQRA) as part of **Governor Hochul's "Let Them Build" agenda** in the FY27 budget. The change appears in Part R of the budget bill (A.10008-C / S.9008-C), which amends Section 8-0111 of the Environmental Conservation Law.

The amendment creates an exemption for "qualified actions" that facilitate the construction of housing and a defined set of infrastructure projects. If certain criteria are met, the exemption excludes the action from the requirements of SEQRA, and no separate environmental review is required at either the City or State level. In New York City, that means a qualifying action also avoids City Environmental Quality Review (CEQR).

What Counts as a Qualified Action

The statute defines qualified actions broadly. Building permits, special use permits, variances, subdivision approvals, site plan approvals, zoning text and map amendments, the disposition or acquisition of real property, the provision of financial assistance, and other actions governed by land use, zoning, permitting, or real property rules can all qualify, so long as the action is undertaken for one of the purposes described by the law.

For housing in New York City, an action qualifies only if the project meets each of the following:

- It connects to existing community or public water and sewer systems by the time it is occupied;
- It is located on a previously disturbed site;
- It is not located in a district zoned exclusively for industrial use;
- It contains no more than 50,000 square feet of commercial, retail, community facility, or other non-industrial, non-residential use; and
- For R5 zoning districts and below, it does not exceed 250 dwelling units; and for R6 zoning districts and below, it does not exceed 500 dwelling units. Further, it does not apply to a single one-family residence on a parcel of a half-acre or more.

Beyond housing, the law extends the exemption to several categories of public infrastructure projects: certain public school facilities; public parks on previously disturbed land (but not stadiums, performance centers, or other venues for mass gatherings); multi-use bicycle and pedestrian trails on previously disturbed sites; certain water and wastewater projects; and retrofits of existing structures to add green infrastructure.

Certification and Hazardous Materials Requirements

The exemption is not automatic paperwork relief. To claim it, an applicant must certify that the project complies with applicable hazardous waste laws. For land use actions, zoning text or map amendments, and variances, the applicant must also certify that a Phase I Environmental Site Assessment has been conducted in accordance with the applicable federal standards, that any recommendations from that assessment have been or will be followed, and that contamination at, on, or under the parcel will be reported as required.

Deadline for Agency Determinations

For actions that involve an application for a permit or authorization, the responsible agency must determine whether the action qualifies within 120 days of receiving the application. The agency can extend that deadline in writing, but generally by no more than 30 additional days. If the agency misses the applicable deadline, the applicant may commence an Article 78 proceeding seeking an order that directs the agency to issue a determination by a date the court sets.

What This Means for Property Owners and Developers

For qualifying projects, the practical effect is a shorter and cheaper route to construction. The State estimates that environmental review has been adding as long as two years to a housing project and roughly $82,000 per unit to its cost in New York City, which works out to about $8 million for a 100-unit development and roughly $41 million for a 500-unit building. The reform also makes possible the expedited application process DCP described in its SPEED report, which aims to cut pre-certification for eligible zoning proposals from about two years to under six months.

Ron Mandel leads BBG's Land Use and Zoning Practice, and Alaina Greene is a law clerk in the Practice. Ron can be reached at 212-867-4466 (Ext. 424) or rmandel@bbgllp.com.

Co-Op/Condo Corner

BY LLOYD F. REISMAN

Lloyd F. Reisman is a leader of the Firm's Co-op and Condo Practice, consisting of more than 300 co-op and condo boards throughout New York City, developers, investors, and lenders in related transactions, including offering plans, "no-action" letters and out-of-state filings, and purchasers and sellers of co-op and condo apartments, buildings, residences and similar properties. If you would like to discuss any of the cases in this article or any other related matter, you can reach Lloyd at 212-867-4466 (ext. 387), or lreisman@bbgllp.com.

CONTEMPT ORDER REINFORCES CONDO BOARD REMEDIATION AUTHORITY

Bd. of Mgrs. of the Alfred Condo. v. Miller Supreme Court, New York County

COMMENT | Condominium boards that obtain clear court orders compelling remediation can secure contempt findings, fee awards, and even conditional incarceration where owners repeatedly obstruct compliance, demonstrating courts' willingness to enforce building safety and governance obligations.

CONDO RULE UPHELD UNDER BUSINESS JUDGMENT RULE

10MSW17D LLC v. Bd. of Mgrs. of 10 Madison Square W. Supreme Court, New York County

COMMENT | A condominium board may regulate amenity access through house rules, and without a by-law amendment, where governing documents confer broad rulemaking authority and the restriction serves a legitimate building purpose, particularly safety, privacy, or operational concerns.

GROUND LEASE RENT ESCALATION CLAIMS FAIL AGAINST SPONSOR

269 W. 87th St. Apt. Corp. v. QSB 267 Prop. Co, LLC Supreme Court, New York County

COMMENT | Purchasers challenging Sponsor's offering plan disclosures face significant hurdles where offering plans direct review of underlying documents; courts may reject fraud and contract claims when alleged discrepancies were discoverable through ordinary due diligence.

UNIT OWNER'S DERIVATIVE CLAIMS REQUIRE PROPER PLEADING

Victor v. Bd. of Mgrs. of Manhattan Place Condo. Supreme Court, New York County

COMMENT | Unit owners challenging board mismanagement generally must proceed derivatively, satisfy demand or demand-futility requirements, and overcome the business judgment rule; personal grievances cannot be used to repackage building-wide governance disputes. (Note: BBG represented the prevailing Condo in this action.)

ONE-SIDED CO-OP FEE-SHIFTING PROVISION REJECTED AS UNENFORCEABLE

Kennedy House Owners, Inc. v. Crawford Civil Court, Queens County

COMMENT | Continuing a recent trend, cooperatives should review proprietary lease fee provisions that require shareholders to pay the corporation's legal fees regardless of merit or default; courts may deem such provisions unconscionable and refuse enforcement.

DISCRIMINATION CLAIMS AGAINST CONDO BOARD SURVIVE

Bruni v. Bd. of Mgrs. of the Trafalgar House Condo. Appellate Division, First Department

COMMENT | Condominium boards face substantial litigation risk where owners can show disparate treatment, heightened alteration requirements, retaliatory conduct, or communications suggesting bias, even absent overt discriminatory remarks or racial epithets.

432 PARK FRAUD CLAIMS LARGELY SURVIVE

Bd. of Mgrs. of the 432 Park Condo. v. 56th WSP USA Bldgs., Inc. Supreme Court, New York County

COMMENT | Condominium boards pursuing construction-defect and sponsor-fraud claims may survive early dismissal where fraud, reliance, and concealment are adequately pleaded, but developer liability should be pleaded as direct fraud or alter-ego liability, not aiding and abetting where the allegations describe domination and control of the sponsor.

CONDO ESCAPES LIABILITY FOR UNIT LEAK

Goldenberg v. Theodore Supreme Court, Kings County

COMMENT | Where governing documents place interior maintenance obligations on the unit owner, condominium boards and managing agents may avoid liability for leak-related injuries absent proof they created, controlled, or had notice of the hazardous condition.

SHAREHOLDER DERIVATIVE CLAIM SURVIVES DEMAND-FUTILITY CHALLENGE

Sawyer v. 1120 Fifth Ave. Corp. Supreme Court, New York County

COMMENT | Boards may face derivative breach of fiduciary duty claims without a pre-suit demand where shareholders plausibly allege board self-interest, hostility, or lack of independence.

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BUSINESS JUDGMENT RULE UPHOLDS OBJECTIONABLE CONDUCT LEASE TERMINATION

Haimovici v. Castle Vill. Owners Corp. Supreme Court, New York County

COMMENT | Another reminder that co-ops that follow proprietary lease procedures, provide notice and a hearing, and act in good faith may terminate a shareholder's tenancy for objectionable conduct, with courts generally deferring under the business judgment rule. habitability and negligence claims to proceed.

CONDO BOARD APPROVAL DISPUTE BARS SUMMARY JUDGMENT

Golden Ox Realty LLC v. The Bd. of Mgrs. of the Colden Garden Condo. Appellate Division, First Department

COMMENT | Condominium boards may face breach-of-contract and injunctive-relief claims where evidence suggests a prior board approved alterations or a change of use, particularly when key meeting records are unavailable or missing.

COURT REJECTS CO-OP'S RETROACTIVE SHARE ALLOCATION CLAIM

Southgate Owners Corp. v. Esposito Appellate Division, First Department

COMMENT | Cooperatives generally cannot retroactively allocate shares to impose decades of back maintenance where the proprietary lease ties maintenance obligations to share issuance, and unsuccessful collection efforts may trigger shareholder attorneys' fees.

SHAREHOLDER FAILED TO PROVE RADIATOR WAS BUILDING EQUIPMENT

Swart v. Mercer Sq. Owners Corp. Supreme Court, New York County

COMMENT | Where a proprietary lease places radiator maintenance on the shareholder, recovery may depend on proving the radiator was "standard building equipment." Nevertheless, a co-op may be bound by written commitments to pay for resulting floor damage.

BOARD LEGITIMACY DISPUTE SURVIVES DISMISSAL

Gusel v. King Appellate Division, First Department

COMMENT | Where competing factions claim control of a cooperative board, courts may permit declaratory-judgment actions to proceed and resolve disputed election, quorum, bylaw, and special-meeting issues through litigation rather than dismissal.

SPONSOR INDEMNIFICATION BY CONTRACTOR REQUIRES PROVEN LINK TO DEFECTS

Sawyer v. 1120 Fifth Ave. Corp. Appellate Division, Second Department

COMMENT | Sponsors and developers cannot obtain summary judgment on contractual indemnification merely by citing broad indemnity clauses. They must first demonstrate that the underlying claims actually arise from the contractors' or subcontractors' work.

HDFC SELLER FAILED TO PROVE BOARD CAUSED LOST SALE

Omansky v. 300-302 E. 119 St. HDFC Appellate Division, First Department

COMMENT | HDFC shareholder claiming damages from delayed Board disclosures must prove an actual qualified purchaser was lost. Without evidence the buyer satisfied statutory income restrictions, contract, tort, and fraud-based claims may fail.

DISMISSAL OF CO-OP DISCRIMINATION CLAIMS REVERSED ON APPEAL

Forrester v. 640 Park Ave. Corp. Appellate Division, First Department

COMMENT | Cooperatives and managing agents may face discrimination liability where allegations plausibly suggest involvement in a rejected sale favoring a nonprotected purchaser, even before discovery confirms the extent of their participation.

LICENSE PURSUANT TO RPAPL 881 DENIED AS PREMATURE

Bd. of Mgrs. of the Claremont S. Condo. v. Hudson Mews Apt. Corp. Supreme Court, New York County

COMMENT | Boards seeking access pursuant to RPAPL § 881 for highly intrusive work must first establish true necessity, exhaust less-destructive alternatives, and address diminution-in-value compensation. Conditional negotiations and requests for information do not constitute access refusal.

NO ATTORNEYS' FEES AS PREVAILING PARTY IN MIXED OUTCOME LITIGATION

Gordon v. 476 Broadway Realty Corp. Appellate Division, First Department

COMMENT | A cooperative that wins possession may still be denied attorneys' fees where shareholders obtain substantial relief on independent claims. Mixed outcomes can leave neither side as the prevailing party.

BUSINESS JUDGMENT RULE DEFEATS VENTING DISPUTE CLAIM

Bd. of Mgrs. of the Cent. Condo. v. JZ Villa Realty Corp. Supreme Court, New York County

COMMENT | Commercial unit owners challenging board decisions must plead particularized facts showing bad faith or misconduct. A board's request for compensation relating to use of common elements will not, by itself, overcome business judgment rule protection.

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CO-OP NOT LIABLE FOR APARTMENT RADIATOR FAILURE
Coladonato v. 111 W. 16th St. Owners, Inc. Supreme Court, New York County

COMMENT | Where a proprietary lease assigns responsibility for interior heating fixtures to the shareholder or sponsor unit owner, co-ops and managing agents may avoid liability for radiator-related injuries occurring entirely within the apartment.

CONDOMINIUM RIGHT OF FIRST REFUSAL ENFORCED
Krutolow v. Bd. of Mgrs. of the Ruppert Yorkville Towers Condo.. Supreme Court, New York County

COMMENT | Prospective purchasers generally lack standing to challenge condominium bylaws, and boards may validly exercise a right of first refusal following a foreclosure sale where governing documents preserve that right for subsequent transfers.

CONDOMINIUM AVOIDS LIABILITY FOR COMMERCIAL UNIT ACCIDENT
Pickett v. Ambiance Wine LLC Supreme Court, New York County

COMMENT | Condominium boards and former commercial-unit owners may avoid premises-liability claims where governing documents place responsibility for the condition on the commercial unit owner.

COURT ORDERS LEAK REPAIR PLAN, NOT RECEIVER
Kapoor v. 271 Tenants Corp. Supreme Court, New York County

COMMENT | Courts may compel boards to develop and implement a comprehensive remediation plan for persistent leaks and mold, but the business judgment rule generally prevents shareholders from dictating repair methods or obtaining receivership absent extraordinary circumstances.

CONDO BOARD MEMBER INDEMNIFICATION HAS LIMITS
Board of Mgrs. of the 432 Park Condominium v. 56th & Park (NY) Owner, LLC Appellate Division, First Department

COMMENT | Condominium boards pursuing breach of fiduciary duty claims against current or former board members may defeat indemnification demands unless the governing documents expressly and unequivocally require indemnification for disputes between the board and its own members.

TERRACE PAVER COSTS FALL ON CONDO UNIT OWNER
Stillpoint Meadows PH-62, LLC v. Residential Bd. of Mgrs. of the 62 Cooper Square Condo. Appellate Division, First Department

COMMENT | Condominium boards may charge unit owners for maintenance of limited common elements where governing documents clearly assign responsibility, and unsupported allegations of retaliation will not overcome unambiguous declaration and bylaw provisions.

FAILURE TO MAINTAIN INSURANCE JUSTIFIES CO-OP LEASE TERMINATION
71st Str.-Lexington Corp. v. Frankel Appellate Division, First Department

COMMENT | Failure to maintain required homeowner's insurance can constitute a material proprietary lease default, permitting lease termination, share sale remedies, and attorneys' fees where the shareholder neither cures the breach nor demonstrates impossibility.

CO-OP CANNOT UNILATERALLY ELIMINATE UNIQUE LEASE RIGHTS
Hubshman v. 1010 Tenants Corp. Appellate Division, First Department

COMMENT | Cooperatives face breach-of-contract exposure when amending proprietary leases to curtail apartment-specific rights without the shareholder's required consent, particularly where those rights were integral to the original offering plan and share allocation.

RECEIVER APPOINTED IN CONDO COMMON-CHARGE FORECLOSURE
140 E. 56Th St. Condo. v. Bosboom Supreme Court, New York County

COMMENT | Condominium boards foreclosing common-charge liens may obtain appointment of a receiver and compel payment of fair-market rent where authorized by the by-laws, and owners generally cannot withhold charges based on maintenance disputes.

Recent Transactions of Note

Members of BBG's Transactional Department recently handled a range of transactions, including the following.

Buy/Sell and Refinancing Transactions

Partner **Craig L. Price** and associates **Joshua A. Sycoff** and **Isabella Pisani** represented the seller in connection with the sale of a Brooklyn Heights townhouse for $9.7 million.

Messrs. Price and **Sycoff** represented the seller in connection with the sale of an $8.3 million multi-unit residential building located on Manhattan's Upper West Side.

Messrs. Price and **Sycoff**, and **Ms. Pisani** represented the seller in connection with the sale of a Brooklyn Heights townhouse for $8.1 million.

Mr. Price and partner **Lawrence T. Shepps** represented the seller in connection with the sale of a multifamily building located in Chealsea for $6.95 milion.

Messrs. Price and **Sycoff**, and partner **Stephen M. Tretola** represented a family office in connection with the refinancing of two mixed-use properties located in New Hampshire and Connecticut with M&T Bank.

Messrs. Tretola and **Sycoff** represented a family office in connection with a $10 million refinancing of a commercial building located in Manhattan's Chelsea neighborhood with Customers Bank.

Mr. Tretola and associate **Jessica R. Brenner** represented the seller in connection with the sale of a FedEx Ground Distribution Facility located in Paducah, KY for 11.9 million.

Messrs. Price and **Tretola**, and **Ms. Brenner** represented a purchaser in connection with the purchase and simultaneous acquisition loan of a $4.85 million-dollar multi-family in Upper Manhattan.

Mr. Price and **Ms. Pisani**, and partner **Murray D. Schneier** represented the buyer in connection with the acquisition and construction financing of a multi-family building in Richmond Hills, New York.

Partner **Michael Shampan:**

- Represented a cooperative corporation located on Manhattan's Upper West Side in connection with a $4.6 million refinancing of the underlying mortgage encumbering its residential cooperative building with Principal Life Insurance Company.
- Represented a cooperative corporation located on Manhattan's Upper West Side in connection with a $3.1 million refinancing of the underlying mortgage encumbering its residential cooperative building with TD Bank.
- Represented a cooperative corporation located on Manhattan's Upper East Side in connection with a $2.2 million refinancing of the underlying mortgage encumbering its residential cooperative building with The Bank of New York Mellon.
- Represented a cooperative corporation located on Manhattan's Upper East Side in connection with a $2.5 million refinancing of the underlying mortgage encumbering its residential cooperative building with The Bank of New York Mellon.

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Commercial Leases

Partners **Daniel T. Altman** and **Allison R. Lissner** represented a widely recognized West Village-based Italian restaurant tenant in the negotiation of a lease for a new restaurant near Rockefeller Center.

Mr. Altman and **Ms. Lissner**, and associate **Lauren K. Tobin** represented the sublandlord in negotiating an office sublease to a nationally operated fast-casual restaurant chain tenant specializing in Lebanese-inspired bowls, salads, and wraps.

Ms. Lissner represented a national REIT in connection with a lease to a national banking association in Smithtown, NY.

Ms. Lissner and partner **Stephen M. Tretola** represented a shopping center owner located in Staten Island in connection with a long-term lease to a national dollar store chain.

Ms. Lissner and partner **Michael A. Mulia** represented a national fast-casual restaurant tenant specializing in hamburgers, hot dogs and shakes in the negotiation of a lease for a new location in Mansfield, Texas.

Mr. Tretola and **Ms. Tobin** represented the building owner in connection with a lease for a Pilates studio concept in Staten Island.

Ms. Lissner and **Ms. Tobin**:

- Represented a building owner in connection with a lease to a major Japan-based ramen restaurant tenant opening one of its first New York City locations in Greenwich Village.
- Represented the building owner in the negotiation of a lease with a high-end hookah lounge tenant in the West Village.
- Represented the building owner in its negotiation of a lease for a Brooklyn flagship location for an apparel and travel leisure brand specializing in handmade shoes, bags, and accessories.

Partner **Robert Marshall:**

- Represented a landlord in the negotiation of a commercial lease to a world-renowned comedy institution for comedy training, workshop and performance space in Manhattan.
- Represented a landlord in the negotiation of a commercial lease to an international craftsman for antique restoration, decorative art and custom-made furniture workshop and showroom space in Manhattan.

Recent Notable Matters Handled by Our Construction Team

Partner **Robert Marshall**:

- Represented owners in the negotiation of multiple architectural and engineering services agreements for construction projects in Manhattan and Brooklyn.
- Represented an owner in the negotiation of a construction manager as constructor agreement for a penthouse renovation project in Manhattan.
- Represented owners in the negotiation of various general contractor agreements for elevator modernization projects in Manhattan.
- Represented owners in the negotiation of numerous general contractor agreements for façade, roof and sidewalk repair projects in Manhattan and Brooklyn.
- Represented owners in the negotiation of various general contractor agreements for garage repair projects in Manhattan.
- Represented owners in the negotiation of several general contractor agreements for lobby and hallway renovation projects in Manhattan and Brooklyn.

Associate **Joseph Verga**:

- Represented an owner in the negotiation of a general contractor agreement for a building windows replacement project in Manhattan.
- Represented owners in the negotiation of numerous license agreements for access to and protection of adjoining properties during construction projects in Manhattan.

Associate **John Walsh**:

- Represented a tenant in the negotiation of a design-builder agreement for an interior office space build-out project in Manhattan.
- Represented owners in the negotiation of multiple license agreements for access to and protection of adjoining properties during construction projects in Manhattan.

BBG In The News

Quotes, presentations, publications and other notable news featuring BBG attorneys.

Founding partner **Sherwin Belkin** was quoted in Crain's New York Business on exemptions to the Mayor's proposed rent freeze. **Mr. Belkin** was also quoted in The Real Deal on the Mayor's proposed housing plan. **Mr. Belkin** was additionally profiled in The Real Deal to Celebrate his 50-year career in Real Estate Law.

Co-Chair of BBG's Tax Exemptions and Zoning Incentives practice **David Shamshovich** was named Tax Exemptions and Zoning Incentives Attorney of the Year at 2026 RED Commercial Awards. **Mr. Shamshovich** also spoke at the City & State Affordable Housing Summit on how New York is accelerating affordable housing construction to meet urgent statewide needs.

Co-op and Condo Law partner **Lloyd F. Reisman** was quoted in The Real Deal on the City's co-op and condo abatement crackdown. **Mr. Reisman** was also interviewed by Habitat Magazine on how co-op and condo boards can adopt and enforce house rules more effectively.

Loft Law parter **Michael Bobick** hosted a Loft Law seminar for owners, investors and developers involved in buildings subject to the New York City Loft Law, as well as those evaluating potential loft conversions or legalization strategies.

Administrative Law partner **Lauren E. Lewis** was featured in Crain's People on the Move in connection with her move to Belkin Burden Goldman.

Transactional Department Co-Chair **Craig L. Price** moderated a panel at Bisnow's New York Lending and Investment Conference that examined how owners, investors, lenders and brokers are navigating a fragmented pricing environment as commercial real estate values reset unevenly across asset classes and geographies.

Co-Chair of BBG's Tax Exemptions and Zoning Incentives practice **Jason Hershkowitz** moderated a panel on how owners, developers and investors are approaching conversion opportunities across New York City.

BBG partners **Ron Mandel**, **David Shamshovich**, and **Jason Hershkowitz** sponsored and spoke at an AIA Brooklyn program on NYC zoning, affordability, and tax incentives, tailored to architects, and presented at the offices at FX Collaborative in Brooklyn.

BBG was a proud supporter, and Co-Managing partner **Jeffrey L. Goldman**, partner **Nitisha Bishnoi** and associate **Benjamin Margolin** were attendees of Small Property Owners of New York's (SPONY) 2026 Annual Gala.

BBG partners **Craig L. Price**, **Daniel Altman**, **Stephen Tretola** and **Ron Mandel** attended ICSC Las Vegas for a dynamic conference focused on connecting with clients and colleagues and building new relationships.

BBG Recognized by Chambers and Partners® for Fifth Consecutive Year

BBG is proud to share that we have once again been listed by Chambers and Partners as a top-ranked law firm for **Real Estate Litigation** in New York, marking our fifth consecutive year in the Chambers rankings.

We are also pleased to share that founding partner **Sherwin Belkin** has again been individually ranked as a leading Real Estate lawyer, and that partner **Ron Mandel** has earned an individual ranking for Land Use and Zoning in the Chambers USA 2026 Guide.

Chambers is widely regarded as a trusted benchmark in the legal industry, with rankings based on comprehensive interviews and surveys of in-house counsel, industry leaders, and leading law firm partners.

Super Lawyers® Names 29 BBG Attorneys in 2026 New York Metro Rankings

BBG is pleased to announce that 29 attorneys were selected to the 2026 New York Metro Super Lawyers and Rising Stars lists for their work across real estate litigation, transactions, administrative law, construction, and land use and zoning. The Super Lawyers selection process combines peer feedback with independent research to identify leading practitioners in each field.

SUPER LAWYERS:

Daniel T. Altman - Co-Chair, Transactional Department

Sherwin Belkin - Administrative Law Department

Matthew S. Brett - Litigation Department

Jeffrey L. Goldman - Chair, Litigation Department

Peter B. Kane - Litigation Department

Scott F. Loffredo - Litigation Department

Ron Mandel - Land Use and Zoning Law

Martin Meltzer - Litigation Department

Craig L. Price - Co-Chair, Transactional Department

Lloyd Reisman - Co-op and Condo Law Practice

Kara Rakowski - Co-Chair, Administrative Law Department

Jay B. Solomon - Litigation Department

Matthew Tobias - Co-op and Condo Law Practice

Joseph D. Verga - Construction Law Practice

SUPER LAWYERS RISING STARS:

Camila Almeida - Transactional Department

Michael Bobick - Loft Law Practice

Jessica Brenner (NJ) - Transactional Department

Israel A. Katz - Litigation Department

Benjamin J. Margolin - Litigation Department

Leslie Mendoza - Litigation Department

Anthony Morreale - Administrative Law Department

Michael Mulia - Transactional Department

Frank Noriega - Land Use and Zoning Law

Daniel Phillips - Litigation Department

Alex B. Pia - Litigation Department

Brenda Slochowsky - Transactional Department

Joshua A. Sycoff - Transactional Department

Lauren Tobin - Transactional Department

John J. Walsh - Construction Law Practice

BBG In The Community

Setting the Pace

BBG joined thousands of professionals in Central Park for the J.P. Morgan Corporate Challenge. 3.5 miles, good weather, and great company. Proud of everyone who came out to walk, jog, and run!

Proceeds from the race supported nonprofit Central Park Conservancy's mission to restore and enhance the Park, one of NYC's most iconic spaces.

Special shout out to this year's BBG race winner, Construction Law attorney **John Walsh**!

BBG Attorneys and Staff

Attorneys from BBG's Transactional and Litigation Departments

Co-Managing Partner Daniel Altman

BBG a Proud Sponsor of the Children's Tumor Foundation

Belkin Burden Goldman LLP goes "All In" at the 2026 Children's Tumor Foundation Charity Poker Tournament.

Seventeen BBG attorneys and staff participated in the Children's Tumor Foundation Poker Tournament, helping raise funds and awareness for the leading organization advancing research, treatment, and a cure for neurofibromatosis (NF), a genetic condition that causes tumors to develop along nerves throughout the body.

Approximately 125 players competed for a grand prize of a $10k entry to the World Series of Poker in Las Vegas in July.

Event organizer and BBG partner **Daniel Altman** won the tournament at the final table and donated the prize back to the Foundation to support its ongoing work, including multiple therapies currently in development.

BBG was proud to sponsor the event and have such strong participation from across the firm, contributing to a highly successful evening in support of an important cause.

BBG Celebrates the Career of Partner David Skaller

We were proud to celebrate the career of David Skaller with a boat cruise around New York City.

An accomplished litigator, David played a central role in shaping the firm's litigation practice and guiding clients through complex disputes with clarity and judgment. The evening was a meaningful opportunity to reflect on David's 37 years at BBG, his steady hand in the firm's growth, and the respect he earned from colleagues and clients alike.

It was a fitting tribute to a career defined by commitment, professionalism, and lasting impact.

David Skaller

Co-Managing Partners Daniel Altman and Jeffrey Goldman

Attorneys Andrew Staffuti, Leslie Mendoza and Nitisha Bishnoi

BBG Attorneys and Staff

BBG Continues to Expand and Welcomes New Hires

The Firm has recently added the following attorneys and professional support staff

JESSICA R. BRENNER

Associate, Transactional Department

Jessica Brenner focuses her practice on transactional commercial real estate, with a concentration on IRC §1031 exchange transactions and net lease sales and acquisitions.

Her experience includes the acquisition, disposition, and finance of single-asset and portfolio transactions, sale-leasebacks, structured net lease matters, and other commercial acquisitions and dispositions across a broad range of property types.

AMY MARKEL SCOTTO

Associate, Litigation Department

Amy Markel Scotto represents clients in complex commercial disputes and has experience across all phases of litigation, including trial and appellate practice.

Amy has handled a broad range of matters, including securities and complex commercial litigation. She has also developed significant appellate experience, with matters before the New York State Court of Appeals, the Appellate Division, First and Second Departments, and the Appellate Term.

PAUL CROCE

Associate, Litigation Department

Paul Croce focuses on residential and commercial landlord/tenant matters.

Before law school, Paul worked in real estate project management and finance, with experience ranging from single-family developments on Long Island to large-scale commercial-to-residential conversions in Manhattan. This background gives him a practical understanding of the business, operational, and legal issues that shape real estate matters.

Welcoming Our 2026 Summer Associates

The firm operates a Summer Associate program, through which we recruit law students seeking valuable hands-on experience. Summer Associates work closely with our experienced real estate attorneys and engage actively in the firm's day-to-day operations. We are pleased to welcome the following talented individuals this summer:

MARIA FRANTS

Summer Associate

St. John's University School of Law

Maria is a Fellow of the Mattone Institute for Real Estate Law and a Staff Member of the American Bankruptcy Institute Law Review. Additionally, Maria previously interned with the City Bar Justice Center.

SANTE NICOLA

Summer Associate

St. John's University School of Law

Sante is a Junior Staff Member of the New York Real Property Law Journal and member of the Real Property Law Society. Recently served as a judicial intern in the New York Supreme Court Commercial Division.

New Hires – Professional Support Staff
The following individuals joined BBG as professional support staff:

TYLER GRAHAM, Junior Staff Accountant

VICTORIA ADOLPHE, Junior Staff Accountant

BBG Anniversaries

BBG would like to acknowledge and congratulate the following members of the BBG team who have been with the Firm for over 5 years and whose work anniversary dates fall in the months of April - June. We deeply appreciate their dedication, hard work, and continued commitment to the Firm:

Kara I. Rakowski, Partner & Co-Chair, Admin. Dept. – 35 Years

Roxanne Lynch-Scott, Paralegal – 35 Years

Brian Haberly, Partner – 25 Years

Lewis Lindenberg, Partner – 23 Years

Douglas Davis, Office Services Clerk – 22 Years

Suzana Baci, Controller – 22 Years

Rosa Lombardo, Legal Assistant – 21 Years

Diana Strasburg, Partner – 19 Years

Gabriel Perez, Office Services Clerk – 18 Years

Vivian Tong, Senior Accountant – 17 Years

Michael Shampan, Partner – 14 Years

Lawrence T. Shepps, Partner – 12 Years

Scott Loffredo, Partner – 12 Years

Stephen Tretola, Partner – 11 Years

Jekin Patel, Accounting Manager – 9 Years

Benjamin Margolin, Associate – 9 Years

Robert Marshall, Partner – 8 Years

Michael Bobick, Partner – 7 Years

Joshua Sycoff, Associate – 7 Years

Norman Montalvo, Director of IT – 5 Years

Popular Social Media Posts

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The Real Deal profiled BBG co-founding partner Sherwin Belkin to celebrate his 50-year career in New York real estate law.

The piece traces Sherwin's path from his early work at the city's Conciliation and Appeals Board through the founding of BBG in 1989, which has grown from a small staff to 65 attorneys focused entirely on real estate.

It highlights some of the most prominent landlord-side matters he handled over the decades, including representing the Zeckendorf family in connection with the Mayflower Hotel (later redeveloped as 15 Central Park West) and negotiating an agreement at Waterside Plaza that kept the Mitchell-Lama development's four towers outside of rent stabilization.

Sherwin also discussed how the Housing Stability and Tenant Protection Act of 2019 fundamentally changed the nature of landlord-side practice, and how much of his recent work has focused on due diligence for buyers and sellers of rent-regulated properties.

Read the full profile here: https://lnkd.in/e3npsMe6

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