CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

101 NORTH SALINA ST, LLC -
THE POST APARTMENTS PROJECT

TRANSCRIPT OF PROCEEDINGS

LEASE/LEASEBACK CLOSING DATE: MAY 16, 2025
MORTGAGE LOAN CLOSING DATE: AUGUST 19, 2025

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

101 NORTH SALINA ST, LLC – THE POST APARTMENTS PROJECT

INDEX OF CLOSING DOCUMENTS

Tab No.	Documents
1	Application for Financial Assistance (2021)
2	Application for Financial Assistance (2024)
3	Amended and Restated Project Agreement
4	Amended and Restated Company Lease Agreement
5	Memorandum of Company Lease Agreement with TP-584
6	Bill of Sale
7	Amended and Restated Agency Lease Agreement
8	Memorandum of Agency Lease Agreement with Form TP-584
9	Company Certification re: Local Labor Policy (Phase 1)
10	Company Certification re: Local Labor Policy (Phase 2)
11	Certificates of casualty, liability, workers' compensation and other required insurance
12	Amended and Restated Environmental Compliance and Indemnification Agreement
13	Closing Receipt
14	Form ST-60 indicating appointment of the Company to act as the agent of the Agency
15	PILOT Affirmation Letter (Phase 1)
16	PILOT Affirmation Letter (Phase 2)
17	Amended and Restated PILOT Agreement
18	Form RP-412-a

19 General Certificate of the Agency Re: Phase 1 relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as exhibits:

Exhibit "A" - Chapter 641 of the Laws of 1979 of the State of New York, as amended

Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members

Exhibit "C" - By-laws

Exhibit "D" - Public Hearing Resolution

Exhibit "E" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions

Exhibit "F" - SEQRA Resolution

Exhibit "G" - Inducement Resolution

Exhibit "H" - PILOT Resolution

Exhibit "I" – Final Approving Resolution

Exhibit "J" – Temporary Appointment Resolution

Exhibit "K" - Local Access Waiver Resolution

Exhibit "L" - Resolution Extending Temporary Appointment

Exhibit "M" - Resolution Further Extending Temporary Appointment

20 General Certificate of the Agency Re: Phase 2 relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as exhibits:

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Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members

Exhibit "C" - By-laws

Exhibit "D" - Public Hearing Resolution

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Exhibit "A" - Articles of Organization

Exhibit "B" - Operating Agreement

Exhibit "C" - Certificate of Good Standing

Exhibit "D" - Company Resolution

Exhibit "E" - Local Access Agreement

22 General Certificate of the Company Re: Phase 2 relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items included as exhibits:

Exhibit "A" – Articles of Organization

Exhibit "B" – Operating Agreement

Exhibit "C" – Certificate of Good Standing

Exhibit "D" – Company Resolution

Exhibit "E" – Local Access Agreement

23 Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency (Phase 2)

24 Opinion of Bond, Schoeneck & King, PLLC, counsel to the Company, addressed to the Agency and the Company (Phase 2)

25 Closing Memorandum

Mortgage Loan Closing:

26	Building Loan Mortgage
27	Assignment of Leases and Rents
28	Mortgage Recording Tax Affidavit
29	Consolidation, Modification & Extension Agreement

City of Syracuse Syracuse Industrial Development Agency
Application

I. APPLICANT DATA

A. Contact Information

Company Name:	101 North Salina St, LLC ("Applicant")				
Mailing Address:	One Webster's Landing				
City:	Syracuse	State:	NY	Zip:	13202
Phone:	471-5338	Fax:	N/A		
Contact Person:	Charles C. Wallace, Jr.				
Email Address:	cwallace@vipstructures.com				
Industry Sector:	Lessors				
NAICS Code:	531120	Federal Employer Identification Number:	8[redacted]		

B. Will the Applicant be the Project Beneficiary (i.e. Project tenant or owner/operator)

Yes ☒ No ☐ If No, Who will:

C. Principal Stakeholders

List principal owners/officers/directors owning 5% or more in equity holdings with percentage ownership. Public companies should list corporate officers.

Name	% Ownership	Business Address	Phone	Email
101 North Salina St Member, LLC	100%	One Webster's Landing Syracuse, New York 13202	3154715338	dnutting@vipstructures.com

D. Corporate Structure: Attach a schematic if Applicant is a subsidiary or otherwise affiliated with another entity.

☐ Corporation
☐ Private ☐ Public

☐ Partnership
☐ General ☐ Limited

☐ Other ☐ Sole Proprietorship

☒ Limited Liability Company/Partnership

Date and Location of Incorporation/Organization: January 17, 2017 New York

If a foreign corporation, is the Applicant authorized to do business in the State of New York? Not Applicable

City of Syracuse Syracuse Industrial Development Agency
Application

I. APPLICANT DATA

A. Contact Information

Company Name:	101 North Salina St, LLC ("Applicant")				
Mailing Address:	One Webster's Landing				
City:	Syracuse	State:	NY	Zip:	13202
Phone:	471-5338	Fax:	N/A		
Contact Person:	Charles C. Wallace, Jr.				
Email Address:	cwallace@vipstructures.com				
Industry Sector:	Lessors				
NAICS Code:	531120	Federal Employer Identification Number:	81-4986246		

B. Will the Applicant be the Project Beneficiary (i.e. Project tenant or owner/operator)

Yes ☒ No ☐ If No, Who will:

C. Principal Stakeholders

List principal owners/officers/directors owning 5% or more in equity holdings with percentage ownership.
Public companies should list corporate officers.

Name	% Ownership	Business Address	Phone	Email
David C. Nutting	55%	One Webster's Landing Syracuse, NY 13202	3154715338	dnutting@vipstructures.com
Charles C. Wallace, Jr.	45%	One Webter's Landing Syracuse, NY 13202	3154715338	cwallace@vipstructures.com

D. Corporate Structure: Attach a schematic if Applicant is a subsidiary or otherwise affiliated with another entity.

☐ Corporation
☐ Private ☐ Public

☐ Partnership
☐ General ☐ Limited

☐ Other ☐ Sole Proprietorship

☒ Limited Liability Company/Partnership

Date and Location of Incorporation/Organization: January 17, 2017 New York

If a foreign corporation, is the Applicant authorized to do business in the State of New York? Not Applicable

E. Applicant's Counsel:

Name:	Paul Reichel				
Firm:	Bond, Schoeneck & King				
Mailing Address:	One Lincoln Center				
City:	Syracuse	State:	NY	Zip:	13202
Phone:	3152188135	Fax:			
Email Address:	preichel@bsk.com				

F. Applicant's Accountant:

Name:	Nick Shires				
Firm:	Dannible & McKee, LLP				
Mailing Address:	221 South Warren St.				
City:	Syracuse	State:	NY	Zip:	13202
Phone:	3154729127	Fax:			
Email Address:	nshires@dmcpas.com				

G. Applicant History: If the answer to any of the following is "Yes", please explain below. If necessary, attach additional information.

1. Is the Applicant, its management, or its principal owners now a plaintiff or defendant in any civil or criminal litigation? ☐ Yes ☒ No

2. Has any person listed in Section 1(c) ever been convicted of a criminal offense (other than a minor traffic violation)? ☐ Yes ☒ No

3. Has any person listed in Section 1 (C) or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? ☐ Yes ☒ No

H. Has the Applicant, or any entity in which the Applicant or any of its members or officers are members or officers, received assistance from SIDA in the past? If yes, please give year, Project name, description of benefits, and address of Project.

☒ Yes ☐ No

Please see Attachment 1.

II. PROJECT INFORMATION

A. Project Location

Address:	101-239 North Salina Street	Legal Address (If different)	
City:	Syracuse, NY		
Zip Code:	13202		
Tax Map Parcel ID(s):	104.-08-01.0		
Current Assessment:	3,350,000	Square Footage /Acerage of Existing Site:	4.14 ac.
Square Footage of Existing Building, if any:	172,095	Census Tract: (Please See Appendix E for Census Tracts)	32

B. Type (Check all that apply):

- ☐ New Construction
- ☐ Expansion/Addition to Current Facility
- ☐ Manufacturing
- ☐ Warehouse/Distribution
- ☒ Commercial
- ☐ Brownfield/Remediated Brownfield
- ☐ Residential/Mixed Use
- ☒ Other: Renovation of existing building.

C. Description of Project: Please provide a detailed narrative of the proposed Project. This narrative should include, but not be limited to: (i) the size of the Project in square feet and a breakdown of square footage per each intended use; (ii) the size of the lot upon which the Project sits or is to be constructed; (iii) the current use of the site and the intended use of the site upon completion of the Project; (iv) the principal products to be produced and/or the principal activties that will occur on the Project site; and (v) an indication as to why the Applicant is undertaking the Project and the need for the requested benefits (Attach additional sheets if necessary). Attach copies of any site plans, sketches or maps.

Please see Attachment 2.

D. Is the Applicant the owner of the property?

☒ Yes ☐ No

If not, who is the owner and by what means will the site be acquired? If leasing, when does the lease end?

E. Infrastructure: Please indicate whether the following are onsite, need to be constructed, or need to be renovated/expanded:

Water	Onsite	Electric	Needs to be Renovated/Ex
Sanitary/ Storm Sewer	Onsite	Private Roads	
Gas	Onsite	Telecommunication	Needs to be Renovated/Ex

F. Zoning Classification: Please list the current zoning:

Current Zoning: Commercial District, Class A

G. Are variances needed to complete the Project?

☐ Yes ☒ No

If yes, please describe nature of variances and if municipal approvals have been granted:

H. Will the Project generate sales tax for the community?

☐ Yes ☒ No

If yes, what is the company's average annual sales or estimated annual sales?

I. In accordance with N.Y. GML Sec. 862(1):

1. Will any other companies or related facilities within the state close or be subjected to reduced activity as a result of this Project? If so please list the town and county of the location(s):

☒ Yes ☐ No Please see Attachment 2, Project Description.

2. Will the completion of the Project result in the removal of a plant or facility of the Applicant from one area of the State New York to another area of the State of New York?

☒ Yes ☐ No

3. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant located in the State of New York?

☒ Yes ☐ No

i. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

☐ Yes ☒ No

ii. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to preserve the competitive position of the Applicant in its respective industry?

☒ Yes ☐ No

4. Will the Project primarily consist of retail facilities?

☐ Yes ☒ No

i. If yes, will the cost of these facilities exceed one-third of the total Project cost?

☐ Yes ☐ No

J. Is the Project located in a distressed Census Tract?

☐ Yes ☒ No 32

Please see Appendix E for the map of distressed census tracts in the city of Syracuse.

K. Is the Project site designated as an Empire Zone?

☒ Yes ☐ No

L. Construction

1. Project Timeline (approximate):

Construction Commencement	07/01/2021	Construction Completion	10/01/2022	Date of Occupancy	07/01/2022

2. Please list any other key Project milestones:

3. Has work begun? ☐ Yes ☒ No

If so, indicate the amount of funds expended in the past 3 years?

III. PROJECT COSTS & FINANCING

A. Estimated Project Costs

i. State the costs reasonably necessary for the acquisition, construction, and/or renovation of the Project:

Description of Cost Type	Total Budget Amount
Land Acquisition	Please see Attachment 3.
Site Work/Demo	
Building Construction & Renovation	
Furniture & Fixtures	
Equipment	
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	
Engineering/Architects Fees	
Financial Charges	
Legal Fees	
Other	
Management /Developer Fee	
Total Project Cost	

ii. State the sources reasonably anticipated for the acquisition, construction, and/or renovation of the Project:

Amount of capital the Applicant has invested to date:	Please see Attachment 3.
Amount of capital Applicant intends to invest in the Project through completion:	
Total amount of public sector source funds allocated to the Project:	
Identify each public sector source of funding:	
Percentage of the Project to be financed from private sector sources:	
Total Project Cost	

B. Financial Assistance sought (estimated values):

Applicants requesting exemptions and/or abatements from SIDA must provide the estimated value of the savings they anticipate receiving. **New York State regulations require SIDA to recapture any benefit that exceeds the amount listed in this application.**

i. Is the Applicant expecting that the financing of the Project will be secured by one or mortgages? ☒ Yes ☐ No

If yes, amount requested and name of lender: To be determined.

ii. Is the Applicant expecting to be appointed agent of the Agency for purposes of abating payments of NYS Sales and Use Tax? ☒ Yes ☐ No

If yes, what is the TOTAL amount of purchases subject to exemption based on taxable Project costs? 5,443,600

iii. Is the Applicant requesting a payment in lieu of tax agreement (PILOT) for the purpose of a real property tax abatement? ☒ Yes ☐ No

If yes, Category of PILOT requested: Priority Industry

iv. Is the Applicant requesting any real property tax abatement that is **inconsistent** with the Agency's UTEP?

☐ Yes ☒ No

If yes, please contact the Executive Director prior to submission of this Application.

v. Upon acceptance of this Application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attach such information as Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit be granted by the Agency.

***** This Application will not be deemed complete and final until Exhibit A hereto has been completed and executed*****

C. Type of Exemption/Abatement Requested:		Amount of Exemption/Abatement Requested:
☒	Real Property Tax Abatement (PILOT)	
☒	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	113,625
☒	Sales and Use Tax Exemption ($4% Local, 4% State)	435,488
☐	Tax Exempt Bond Financing (Amount Requested)	
☐	Taxable Bond Financing (Amount Requested)	

D. Company's average yearly purchases or anticipated yearly purchases from vendors within Onondaga County, subject to sales tax: not applicable

E. Estimated capital investment over the next 5 years, beyond this Project, if available: not available

IV. EMPLOYMENT AND PAYROLL INFORMATION

*** Full Time Equivalent (FTE) is defined as one employee working no less than 40 hours per week or two or more employees together working a total of 40 hours per week.**

A. Are there people currently employed at the Project site?

☐ Yes ☐ No If yes, provide number of full time equivalent (FTE) jobs at the facility: see Proj. Desc.

B. Complete the following:

Estimate the number of full time equivalent (FTE) jobs to be retained as a result of this Project:	Please see attachments.
Estimate the number of construction jobs to be created by this Project:	200
Estimate the average length of construction jobs to be created (months):	18 months
Current annual payroll at facility:	
Average annual growth rate of wages:	
Please list, if any, benefits that will be available to either full and/or part time employees:	
Average annual benefit paid by the company ($ or % salary) per FTE job:	
Average growth rate of benefit cost:	
Amount or percent of wage employees pay for benefits:	
Provide an estimate of the number of residents in the Economic Development Region (Onondaga, Madison, Cayuga, Oneida, Oswego, and Cortland Counties) to fill new FTE jobs:	

C. Complete the following chart indicating the number of FTE jobs presently employed at the Project and the number of FTE jobs that will be created at the Project site at the end of the first, second, third, fourth, and fifth years after the Project is completed. Jobs should be listed by title or category (see below), including FTE independent contractors or employees of independent contractors that work at the Project location. ***Do not include construction workers.***

Current & Planned Full Time Occupations (Job Titles)	Current Number of FTEs	Annual Salary	Estimated Number of FTE Jobs After Project Completion					
			End of Year 1	End of Year 2	End of Year 3	End of Year 4	Total New Jobs After 5 Years	Total Retained Jobs After 5 Years
Please see attachments.								

For purposes of completing the chart, refer to the following definitions, in lieu of current titles:

- **Professional/Managerial/Technical** - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer).
- **Skilled** - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise levesl (examples: electrician, computer operator, administrative assistant, carpenter, sales representative).
- **Unskilled or Semi-Skilled** - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk).

D. Are the employees of your company currently covered by a collective bargaining agreement?

☐ Yes ☒ No If yes, provide the Name and Local:

V. Environmental Information

***An Environmental Assessment Form (EAF) MUST be completed and submitted along with this application. Please visit https://www.dec.ny.gov/permits/6191.html for the online EAF Mapper Application and EAF Forms.**

A. Have any environmental issues been identified on the property?

☒ Yes ☐ No

If yes, please explain:

Asbestos. To be remediated.

B. Has any public body issued a State Environmental Quality Review Act determination for this Project?

☐ Yes ☒ No

If yes, please attach to this application.

VI. REPRESENTATIONS & AFFIRMATIONS BY THE APPLICANT

I hereby represent and warrant that I am [the CEO of the company/applicant] or [a person authorized to bind the company/applicant] and make the following representations and/or warranties and understand and agrees with the Agency as follows:

A. Jobs Listings: Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity of the service delivery area created by the Workforce Investment Act ("WIA") in which the Project is located. CCW

B. First Consideration for Employment: In accordance with §858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in WIA programs who shall be referred by the WIA for new employment opportunities created as a result of the Project. CCW

C. Other NYS Facilities: In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the Project occupant within the state is ineligible for Agency Financial Assistance, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the Project in its respective industry. CCW

D. City Human Right Law: The Applicant agrees to endeavor to comply with the provisions of Article XI, Division 2 of the City Code, entitled "The Omnibus Human Rights Law," which prohibits discrimination in employment based upon age, race, sex, creed, color, religion, national origin, sexual orientation, disability or marital status. The Applicant hereby agrees to adhere to this policy or equal opportunity employment in the requirement, hiring, training, promotion, and termination of employees. CCW

E. City of Syracuse and MWBE Preference: The applicant understands and agrees that it is the preference of the Agency that the applicant provide, and use its best efforts to provide, opportunities for the purchase of equipment, goods and services from: (i) business enterprises located in the city of Syracuse; (ii) certified minority and/or women-owned business enterprises; and (iii) business enterprises that employ residents in the city of Syracuse. Consideration will be given by the Agency to the Project Applicant's efforts to comply, and compliance, with this objective at any time an extension of benefits awarded, or involvement by the Agency with the Project, is requested by the Project Applicant. CCW

F. Local Labor Policy: The applicant understands and agrees that local labor and contractors will be used for the construction, renovation, reconstruction, equipping of the Project unless a written waiver is received from the Agency. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency. For the purposes of the policy, "Local" is defined as Onondaga, Cayuga, Cortland, Madison, Oneida, and Oswego Counties. CCW

G. Annual Sales Tax Filings: In accordance with §874(8) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors CCW

H. Annual Employment Reports and Outstanding Bonds: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency on an annual basis, reports regarding the number of FTE at this Project site. The Applicant also understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the Project that is requested by the Comptroller of the State of New York. CCW

I. Absence of Conflicts of Interest: The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect in any transaction contemplated by this Application, except as hereinafter described in Appendix B. CCW

J. Compliance: The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations. CCW

K. False or Misleading Information: The Applicant understands and agrees that the submission of knowingly false or knowingly misleading information in this Application may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project. Initial CCW

L. GML Compliance: The Applicant certifies that, as of the date of the Application, the proposed project is in substantial compliance with allprovisions of NYS General Municipal Law Article 18-A, including but not limited to Sections 859-a and 862(1). Initial CCW

M. SIDA's Policies: The Applicant is familiar with all of SIDA' s policies posted on its website (http://www.syrgov.net/Syracuse_Industrial_Development_Agency.aspx) and agrees to comply with all applicable policies. CCW

N. Disclosure: The Applicant has read paragraph 6 of the instructions contained on the cover of this Application and understands that the Applicant must identify in writing to SIDA any information it deems proprietary and seeks to have redacted. Initial CCW

O. Reliance: THE APPLICANT ACKNOLWEDGES THAT ALL ESTIMATES OF PROJECTED FINANCIALIMPACTS, VALUE OF FINANCIAL ASSISTANCE REQUESTED, AND OTHER INFORMATION CONTAINED IN THIS APPLICATION WILL BE RELIED UPON BY SIDA AND ANY CHANGES IN SUCH INFORMATION MUST BEMADE IN WRITING AND MAY IMPACT THE GRANT OF FINANCIAL ASSISTANCE TO THE PROJECT. CCW

I am the CEO or a person authorized to bind the company/applicant, and have read the foregoing and agree to comply with all the terms and conditions contained therein as well as the policies of the City of Syracuse Industrial Development Agency.

Name of Applicant Company	101 North Salina St, LLC
Signature of Officer or Authorized Representative	
Name & Title of Officer or Authorized Representative	Charles C. Wallace, Jr., Member
Date	May 7, 2021

VI. HOLD HARMLESS AGREEMENT

Applicant hereby releases the City of Syracuse Industrial Development Agency and the members, officers, servants, agents and employees thereof (collectively the "Agency" from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax-exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction, and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all cause of action and attorney's fees and any other expenses incurred in defending any suits or action which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, or the inability of the Applicant, for any reason, to proceed with the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of or in connection with the Application, including attorney's fees, if any.

Name of Applicant Company	101 North Salina St, LLC
Signature of CEO or a person authorized to bind the company/applicant	
Name & Title of Officer or Authorized Representative	Charles C. Wallace, Jr.
Date	May 7, 2021

CITY OF SYRACUSE INDUSTRIAL DEVLEOPMENT AGENCY APPLICATION

APPENDIX A

CONFLICT OF INTEREST STATEMENT

Agency Board Members

1. Kathleen Murphy
2. Steven P. Thompson
3. Rickey T. Brown
4. Kenneth J. Kinsey
5. Dirk Sonneborn

Agency Officers/Staff

1. Judith DeLaney
2. John Vavonese
3. Debra Ramsey-Burns

Agency Legal Counsel & Auditor

1. Susan Katzoff, Esq., Bousquet Holstein, PLLC
2. Grossman St. Amour, PLLC.

The Applicant has received from the Agency a list of members, officers and staff of the Agency. To the best of my knowledge, no member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Signature:	
Authorized Representative:	Charles C. Walbck, Jr.
Title:	Member, 101 North Salina St, LLC
Date:	May 7, 2021

APPENDIX B

Verification

STATE OF NY)
) SS.:
COUNTY OF Onondaga)

Charles C. Wallace, Jr., deposes and says that s/he is the
(Name of Individual)

Member of 101 North Salina St, LLC
(Title) *(Applicant Name)*

that s/he is the CEO or a person authorized to bind the company/applicant, and has personally completed and read the foregoing Application and knows the contents thereof and that thesame is true, accurate, and complete to the best of her/his knowledge, as subscribed andaffirmed under the penalties of perjury. The grounds of deponent's beliefs relative to allmatters in the said Application which are not stated upon her/his own personal knowledgeare investigations which the deponent has caused to be made concerning the subjectmatter of the Application as well as, if applicable, information acquired by deponent in thecourse of her/his duties/responsibilities for the Applicant and from the books and papers ofthe Applicant. The deponent also acknowledges the receipt of the schedules attached tothe Application, including but not limited to the Agency's fee schedule and assumesresponsibility for payment of any and all applicable fees as described therein. Deponentfurther acknowledges review and understanding of the Agency's published policies,including but not limited to the Agency's Recapture Policy, and agrees on behalf of theApplicant to be bound by and comply with, all such policies.

Applicant Representative's Signature

MEMBER
Title

Subscribed and sworn to before me this

10th day of May, 20 21

Jessica Huberty
Notary Public

JESSICA HUBERTY
Notary Public - State of New York
No. 01HU6334421
Qualified in Onondaga County
My Commission Expires Dec. 14, 2023

APPENDIX B

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information

Name of Action or Project:
The Post Standard Building ("The Post")

Project Location (describe, and attach a location map):
101-239 North Salina Street, Syracuse, NY 13202 Tax ID# 104.-08-01.0

Brief Description of Proposed Action:
The project is the redevelopment of half-vacant The Post Standard ("The Post") building. The redevelopment includes exterior and interior work including window replacement, HVAC replacement, electrical upgrades and office build-outs.

Name of Applicant or Sponsor:	Telephone: (315) 471-5338
101 North Salina St, LLC	E-Mail: cwallace@vipstructures.com

Address:
One Webster's Landing

City/PO:	State:	Zip Code:
Syracuse	New York	13202

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Syracuse Industrial Development Agency, City of Syracuse Planning Department (site plan approval) City of Syracuse right of way permit	☐	☑

3.a. Total acreage of the site of the proposed action? 4 acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☑ Urban ☐ Rural (non-agriculture) ☑ Industrial ☑ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____
☐ Parkland

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☑	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☑	YES ☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☑	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☑	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO ☐	YES ☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☐	YES ☑	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☐	YES ☑	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO ☑	YES ☐	
b. Is the proposed action located in an archeological sensitive area?	☑	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☑	YES ☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☑	☐	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☑ Urban ☐ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☑	YES ☐	
16. Is the project site located in the 100 year flood plain?	NO ☑	YES ☐	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☑ NO ☐ YES	NO ☐	YES ☑	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☑ YES All stormwater will be directed towards NYSDEC Best management practices.			

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Charles C. Wallace Jr. Date: 4/30/2021

Signature: _____

PRINT FORM

Attachment #1

Section 1.H. Prior SIDA Assistance

The Post Standard building ("The Post")

SIDA Application, May 2021

2001
One Webster's Landing.
Sales tax and mortgage recording tax exemption, PILOT.

2012
Pike Block, 302-10 S. Salina & W. Fayette St. 320-24 S. Salina St.
Sales tax and mortgage recording tax exemption.

Attachment #2

Section II, C. Project Description

The Post Standard building ("The Post")

May 2021

The building commonly known as The Post Standard (now nicknamed and re-branded "The Post") runs two full city blocks long and faces Clinton Square. Located at the oldest spot in the City's history[1] and the heart of downtown, it has been the home of Syracuse newspapers and other publications since its original construction circa 1968.[2] With society's increasing preference for news online rather than in print, the newspaper's parent company began to downsize its occupancy of the building and in 2013 relocated business units and personnel to a more efficient, modern space, leaving approximately half of the building vacant.

101 North Salina St, LLC (the "Applicant") purchased the property in October 2017.[3] The purchase included two tax parcels:

- the two-story building situated on 4.14 acres at 101-239 North Salina Street;
- a non-contiguous, half-acre parking lot located across the street, at 214 North Salina Street.[4]

At the time of the purchase, the Applicant leased back to the newspaper (Advance Local Media, LLC or "Advance"), approximately half of the building, which it uses for print operations. The other half of the building remains vacant, as it has been since 2013.

The building's first and second floors total +/- 172,095 gross square feet. The building is divided into three main sections, referred to as "Blocks" (please refer to floorplans):

- Block 1 is the southern portion of the building, facing Clinton Square, constructed circa 1968.
- Block 2 is the center portion, also 1968.
- Block 3 is the press hall, at the northern end, constructed circa 2000-2001.

The Project proposed in this application is the redevelopment of the vacant half of the building, representing +/- 80,000 square feet (including common areas). If the Project receives the benefits requested, the redevelopment plan will consist of the following elements:

---

[1] After a land speculator from Utica purchased 250 acres of state-owned salt reservations and swamp land, Henry Bogardus purchased the first subdivided lot and opened a tavern in 1806, known as Bogardus Corners, on the corner of the lot at the intersection of what would eventually become Salina and Genesee Streets. This was years before Syracuse even had its name.

[2] Circa 2001, the building was expanded at its north end: the "press hall," characterized by its glass curtain wall, was built to accommodate a press machine that is three stories high and the large control room for it.

[3] The Applicant currently has two members, Dave Nutting and Charlie Wallace. Dave is the founder, former CEO, and Chair of VIP Structures, which he founded in 1975. He is also a principal of VIP Architectural Associates, IPD Engineering, and VIP Development Associates. Charlie is the President of VIP Development Associates, founded, with Dave, in 1984. Together they have built a longstanding, solid reputation for integrity and quality, as builders, landlords, and citizens. Dave and Charlie's dedication to the City is evidenced by, for example, their substantial (and very risky) investment in redeveloping the Pike Block on Salina Street and Fayette Street, which had been vacant for many years. The Post Standard project is the culmination of their dedication to the City of Syracuse and to the larger community of which it is a part. As part of the VIP enterprise, they will occupy the building as a tenant.

[4] This tax parcel is NOT included as part of this Project application.

- ChaseDesign will relocate from its existing leased premises in Skaneateles and will lease approximately 35,000 square feet on the second floor at The Post.
- VIP Structures will relocate from its existing leased offices at One Webster's Landing and will lease approximately 23,000 square feet on the first floor.
- A third, as-yet-unidentified tenant will lease the remaining available 11,000 square feet of office space on the second floor.

Please refer to floorplans and leasing information provided.

In addition to the interior build-out for these tenants, the proposed Project includes work to upgrade the 1968 construction:

- improvements to the Block 1 façade and building envelope (including window replacement), to help meet the energy code,
- replacement of the inefficient mechanical and electrical infrastructure to improve energy efficiency and meet code requirements,
- replacement of the finishes in the Block 1 and Block 2 common areas, to meet accessibility code requirements and the expectations of modern office tenants,
- improvements to the site and streetscape, including sidewalk replacements, to improve the experience of the building for tenants and for the city's citizens and visitors.

The financial cost of bringing the building up to current code requirements, improving energy efficiency, and meeting market expectations for tenants is significant. In addition, construction pricing has escalated tremendously, and continues to do so, due to challenges with supply chains and labor caused by COVID. For these reasons, financial assistance is sought from SIDA to make the project financially feasible.

Commercial uses, tenants, and services/products

ChaseDesign

ChaseDesign ("Chase") is a design and business consulting firm. Founded as an industrial design firm in Syracuse in 1958 by David O. Chase, it has been located in Skaneateles since the early 1960s. It currently employs 83 people there.[5] In the 1980s, it began expanding into its current areas of primary growth and expertise: retail design and merchandising, package design, and brand and corporate identity.

Chase currently leases two separate buildings located approximately one mile from each other in the Town of Skaneateles: 1326 New Seneca Turnpike (24,389 SF) and 1400 East Genesee Street (21,536 SF). Both buildings' leases expire November 30, 2021.

In the Project that is the subject of this application, Chase would completely relocate from Skaneateles to Syracuse, bringing its 83 employees downtown. It would lease 35,000 SF on the second floor of The Post. Approximately 23,000 SF of this would be office space facing Clinton Square. The other 12,000 SF would be used for two crucial business functions which are currently cramped at its Genesee Street location:

- Model Lab. Chase uses light manufacturing equipment and 3-D printers to produce prototypes of items designed for clients.

[5] These jobs have an NAICS classification of 541420, which falls under the "Professional Services" general category.

- Retail Lab. Chase manufactures and assembles simulated retail environments (i.e., multiple entire aisles of a retail store) in which it tests its new design concepts and conducts market research. These manufactured assemblies are shipped to clients around the country.

Chase needs to relocate from its leased space in Skaneateles for many reasons.

1. Both of its current leases expire this year.[6] The leases do not have renewal options.
2. Neither of its two current locations can be expanded to accommodate planned growth. There are countless constraints to growth: the buildings themselves, the physical infrastructure and loading docks, the size and characteristics of the land and the sites, zoning restrictions, and so on. The company's growth is stymied.
3. Being in two locations is problematic and wasteful:
    a. It results in wasted staff time and lost productivity. Efficiency and productivity among the interdisciplinary office employees and the manufacturing employees will be greatly improved by being co-located.
    b. It results in wasted revenue. Being in two locations requires duplicative property management costs and efforts (janitorial, waste removal, etc.).
    c. It is not ideal for client visits. Clients fly in from all over the country. Clients and staff move back and forth between the two buildings, resulting in lost productivity.
4. To maintain its global leadership position in its industry, it is imperative for Chase to be able to attract and retain top talent in its staffing at all levels. The talent that Chase needs to recruit is attracted to vibrant, urban environments with a wide variety of options for housing, dining, entertainment, and services. Furthermore, Chase is committed to the principles of diversity, equity and inclusion (DEI) in its hiring practices and feels that being located in a setting with greater local diversity will help achieve these goals.
5. Related to talent attraction, Chase wishes to re-kindle and grow its semi-dormant relationship with Syracuse University's School of Design. Achieving this goal will be made easier by closer proximity. Chase also wishes to become involved with local high schools to encourage young people to view design as a potential career.

Chase has grown consistently since its founding in 1958. Recently, it opened an office in Cincinnati to be closer to one of its oldest and strongest clients, Procter and Gamble (or "P&G", headquartered in Cincinnati). The company will continue to grow and believes that its proposed move downtown will be key to that growth. It continues to adapt to meet the needs of its clients. E-commerce and the global pandemic have created changes in shoppers' habits, experiences, and expectations, which Chase will continue to understand and enhance. Relocating to The Post will provide Chase with modern facilities that meet its manufacturing and production needs (structural and electrical power capacity, loading docks, freight elevator, etc.) which cannot be met at its existing locations, and modern offices.

For the reasons described above, the Project is reasonably necessary to preserve Chase's competitive position in its industry.

Chase's offices at The Post will be designed and built to achieve LEED certification.

[6] The landlords of these two buildings will need to secure new tenants. Details regarding the exact delivery dates of Chase's proposed space at The Post are being finalized. Chase would be in "holdover" under its current leases if delivery dates are later than the expiration dates under the current leases.

VIP Structures, Inc.

The collective enterprise commonly known as VIP Structures, or simply "VIP," is comprised of four distinct companies: VIP Structures, Inc. (construction), VIP Architectural Associates, IPD Engineering, and VIP Development Associates. VIP is an integrated design-build company founded in 1975 by Dave Nutting. Over the years, it has built over 30 million square feet in a wide variety of sectors, including industrial, medical, academic, and mixed-use. In the City of Syracuse, projects have included its own offices at One Webster's Landing, the Pike Block, multiple projects for Syracuse University including the SU Warehouse, 572 S. Salina St./VA, Price Rite South Ave., and, most recently, the Salt City Market.

VIP currently leases offices at One Webster's Landing.[7] There are several reasons why VIP needs to relocate.

1. Space constraints at the existing location. While the building is technically a total of +/- 30,000 gross SF, only approximately 23,000 SF is usable for office space (the balance being stairwells, rest rooms, elevator, etc.). The company currently employs a total of 128 people and is growing.[8] The existing building cannot accommodate more staff, and the building cannot be expanded.
2. Integration. A key principle of VIP's business model is the integration of its business units: architecture, engineering, construction and development, the delivery of an integrated "design - build" approach to projects. This is the company's most important defining feature, the feature that distinguishes it from its competitors in the region. Optimal interdisciplinary staff integration is currently impeded with the location of staff on five different floors. With its move to The Post, staff from all of VIP's business units will be located on one floor, facilitating the collaboration and integration that distinguishes VIP from its competitors.
3. Uncertainty regarding Interstate Route 81. The fate of I-81 has been under debate for over a decade. The potential impact of changes to I-81 on One Webster's Landing have been uncertain. This uncertainty was the original reason why Dave Nutting and Charlie Wallace purchased The Post; if One Webster's Landing were to be demolished, VIP staff would need somewhere to go. While it appears that demolition might not occur, a great deal of uncertainty remains regarding the potential negative impacts on the building (and its parking and access), both for the period during construction and post-construction. VIP needs to relocate to create stability and certainty for its future, to maintain its market position, and to enable future growth.

For the reasons described above, the Project is reasonably necessary to preserve VIP's competitive position in its industry.

VIP's offices will be designed, built, and operated in keeping with environmental, social and governance criteria it is currently developing to guide its future under its new CEO. These are standards for environmental sustainability; relationships with employees, suppliers, subcontractors, and customers; corporate governance; and community involvement and impact.

Office tenant, to-be-determined

As shown on the floorplans, the proposed Project will have +/- 11,000 SF available for lease to one or more tenants. Once the Project gains momentum with construction, this space is small enough that it should be able to be leased without too much difficulty. This application does not include projections regarding employment in this 11,000 SF because the tenant is unknown, but historically, an industry standard has been roughly 200 SF of office space per employee, equating to 55 employees for 11,000 SF.

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[7] The building is owned by One Webster's Landing, LLC. The sole member of this LLC is Dave Nutting.

[8] Please see the Attachments for details. Some of these jobs have Professional Services NAICS classifications.

Advance Local Media, LLC ("Advance")
Advance uses its leased space to print The Post-Standard newspaper and other publications. Advance has 27 full-time employees (down from 40 a few years ago) and 22 part-time employees currently working at the building. Activity takes place primarily at night. It remains uncertain how long the newspaper will continue its tenancy in the building. The proposed Project does not include work in the portion of the building leased by Advance.

Additional information

Despite being half vacant and utilized only at night, this building has major public prominence. It spans the length of the longest block facing our city's most important public square, which hosts dozens of events and festivities each year and is enjoyed daily as a park and a living monument to our city's proud history. Running north from the Square, the building spans two full city blocks along city streets (Clinton and Salina) that serve as major arteries to and from the city.

The Project faces significant financial challenges related to cost and lender financing.

- The building's size and characteristics create significant construction cost. The building was designed in the late 1960s, at a time when energy efficiency was not a concern. Significant improvements to the building envelope will be needed to help it meet current energy code. From a structural perspective, it is an impressive fortress, constructed of concrete, with waffle slab and double-T construction. Unfortunately, this structural design and brutalist concrete construction make it challenging and very expensive to modify the building. Multiple decades of deferred maintenance and deferred replacement of windows, doors, finishes, mechanical systems, electrical systems (and the sub-sidewalk vaults in which they are located), and sidewalks have taken a huge toll. The fact that construction costs have skyrocketed during COVID exacerbates the problem.
- Obtaining financing is a challenge. Advance Media (the newspaper) remains a tenant under its existing lease. Lease rates for manufacturing are far below Class A office space. When the newspaper eventually vacates, the space that it occupies will be challenging to re-lease. The likelihood of re-leasing to a manufacturer remains unclear. The Block 2 first floor space is wide and cavernous. It has almost no natural light. Only the east wall has small windows, low to the ground. Ceiling heights are varied. The infrastructure is outdated and inefficient. Office space is limited and awkwardly laid out and designed. Today's industrial and flex tenants have higher expectations. In addition, the newspaper's press is three stories high, running from the basement up past the second floor. When the press is removed, these floors will need to be infilled. The Applicant faces tremendous financial risk, given the uncertainty regarding the length of time it will take to decommission the newspaper space and to secure a new tenant, and the costs that will be required to make the space suitable for a new tenant. Lenders see these risks.

In sum, the high costs associated with the currently planned Project, when combined with the low rents and re-leasing risk of the newspaper's space, make financing this Project a very serious challenge. Exacerbating the situation is the debt that the Applicant has incurred through acquisition and carrying costs. The Applicant has been unsuccessful since its 2017 purchase to find a tenant willing and able to commit to a lease. The COVID pandemic has created massive shrinkage of – and financial chaos in – the commercial real estate market across the nation. Office leasing is one of the hardest hit sectors. The fact that a potential tenant has been found is nothing short of incredible; the Applicant needs to seize the opportunity to secure the tenant and deliver the Project.

The Applicant hopes that SIDA sees the benefit of the Project to the City of Syracuse. The Project brings new jobs into the City, the majority of which fall into the Professional Services category. The tenants and their employees support local businesses through purchases of goods and services and the hiring of subcontractors, and they are known to be good corporate citizens. An enormous, aged, half-vacant structure at the city's most historic corner, will be saved from further decay and further vacancy. In support of environmental sustainability, the existing building is being re-used, but upgraded for energy efficiency. New life will be created for downtown, the Square, and the City. Now more than ever, Syracuse needs a vibrant urban core, created in part through the redevelopment of key properties such as this one, for our City to succeed and thrive in a post-COVID world.

Attachment # 3

The Post Standard building ("The Post")

SIDA Application

III. Project Costs & Financing

Project Costs	
Land Acquisition	4,000,000
Site Work/Demo	597,885
Construction & Renovation	
Landlord work*	6,141,029
Tenant build-outs**	5,692,830
Furniture, Fixtures & Equipment	150,000
Manufacturing equipment	-
Architecture/Engineering fees	655,000
Financial charges	542,273
Legal fees	95,000
Other (soft costs)	1,241,515
Total	**19,115,532**

**replace windows, replace roof, replace HVAC and electrical, finishes, etc.*

***Chase and VIP*

Sources of Funding	
Capital the Applicant has invested to date	1,500,000
Capital Applicant intends to invest in the Project through completion	965,532
Public sector source funds	1,500,000
Source of public sector funding	NYS EDC (CFA)
Amount of the Project to be financed from private sector sources	15,150,000
Total	**19,115,532**

Attachment #4
The Post Standard building ("The Post")
SIDA Application
Section IV. Employment and Payroll Information (at proposed Project site*)

ChaseDesign = NAICS 541420 Industrial Design/Professional Services			Estimated Number of New FTEs Over Time						
Role Level	Current FTEs	Annual Salaries	Year 1	Year 2	Year 3	Year 4	Year 5	total new	Total after 5 years
Professional/Managerial/Technical	80	$ 8,700,000	2	2	2	2	2	10	93
Skilled	3	$ 120,000	0	0	0	0	0	0	0
TOTAL FTEs	83	$ 8,820,000	2	2	2	2	2	10	93

VIP (Architecture, Engineering, Construction and Development)**			Estimated Number of New FTEs Over Time						
Role Level	Current FTEs	Annual Salaries	Year 1	Year 2	Year 3	Year 4	Year 5	total new	Total after 5 years
Professional/Managerial/Technical	68	$ 6,731,089	1	2	6	1	6	16	84
Skilled	35	$ 1,921,489	2	2	2	2	2	10	45
Unskilled/Semi-skilled***	11	$ 449,960	1	1	1	1	1	5	16
TOTAL FTEs	114	$ 9,102,538	4	5	9	4	9	31	145

** Jobs at non-Syracuse locations, and remote workers, have been excluded.*

***VIP is comprised of four separate companies. The breakdown of VIP jobs per company and NAICS classification is on the next page.*

**** VIP Structures hopes to continue working with community development programs to create more unskilled jobs than these projected.*

Breakdown of VIP jobs

VIP Architectural Associates = NAICS 541310 Architectural Services			Estimated Number of New FTEs Over Time						
Role Level	Current FTEs	Annual Salaries	Year 1	Year 2	Year 3	Year 4	Year 5	total new	Total after 5 years
Professional/Managerial/Technical	13	$ 1,031,223	1	0	2	0	2	5	18
Skilled	1	$ 56,160	0	1	0	0	1	2	3
Unskilled/Semi-skilled**	0	$ -	0	0	0	0	0	0	0
TOTAL FTEs	14	$ 1,087,383	1	1	2	0	3	7	21

IPD Engineering = NAICS 541330 Engineering Services			Estimated Number of New FTEs Over Time						
Role Level	Current FTEs	Annual Salaries	Year 1	Year 2	Year 3	Year 4	Year 5	total new	Total after 5 years
Professional/Managerial/Technical	18	$ 1,774,599	1	1	2	0	2	6	24
Skilled	1	$ 44,990	0	0	1	1	1	3	4
Unskilled/Semi-skilled**	1	$ 46,800	0	0	0	0	0	0	1
TOTAL FTEs	20	$ 1,866,389	1	1	3	1	3	9	29

VIP Structures and VIP Development*			Estimated Number of New FTEs Over Time						
Role Level	Current FTEs	Annual Salaries	Year 1	Year 2	Year 3	Year 4	Year 5	total new	Total after 5 years
Professional/Managerial/Technical	36	$ 3,925,267	0	1	2	0	2	5	41
Skilled	34	$ 1,820,339	2	1	1	1	0	5	39
Unskilled/Semi-skilled**	10	$ 403,160	1	1	1	1	1	5	15
TOTAL FTEs	80	$ 6,148,766	3	3	4	2	3	15	95

Total VIP	114	31	145

** VIP Structures = NAICS 236200 Commercial Building Construction. VIP Development = NAICS 531310 Real Estate Property Managers.*

2

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION FOR BENEFITS

INSTRUCTIONS

1. The person completing this application on behalf of the company/applicant shall be a person who is either the CEO of the company/applicant or a person authorized to bind the company/applicant and each statement contained in this application shall be made by such a person. Fill in all blanks, using "none", "not applicable" or "not available" where the question is not appropriate to the Project, which is the subject of this Application (the "Project"). If you have any questions about the way to respond, please call the City of Syracuse Industrial Development Agency ("SIDA" or the "Agency") at (315) 448-8100.

2. In accordance with Section 224-a(8)(d) of Article 8 of the New York Labor Law, the Agency has identified that any "financial assistance" (within the meaning of Section 858 of the General Municipal Law) granted by the Agency to the Applicant consisting of sales and use tax exemption benefits, mortgage recording tax exemption benefits and real property tax exemption benefits, constitutes "public funds" within the meaning of Section 224-a(2)(b) of Article 8 of the New York Labor Law and such funds are not excluded under Section 224-a(3) of Article 8 of the New York Labor Law. The Agency hereby notifies the Applicant of the Applicant's obligations under Section 224-a (8)(a) of Article 8 of the New York Labor Law.

3. If an estimate is given as the answer to a question, put "(est.)" after the figure or answer, which is estimated.

4. If more space is needed to answer any specific question, attach a separate sheet.

5. When completed, return this application by mail or fax to the Agency at the address indicated below. A signed application may also be submitted electronically in PDF format to Eric Ennis at EEnnis@syr.gov.

All projects approved for benefits by the SIDA Board will close with the Agency within 12-months of the inducement date. If this schedule cannot be met, the applicant will need to submit a closing schedule modification written request to the Executive Director that will be presented to SIDA Board for consideration.

An application will not be considered by the Agency until the application fee has been received.

7. The Agency will not give final approval for this Application until the Agency receives a completed NYS Environmental Assessment Form concerning the Project, which is the subject of this Application. The form is available at http://www.dec.ny.gov/permits/6191.html

8. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the SIDA (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, this Applicant must identify such elements in writing and request that such elements be kept confidential. In accordance with

Article 6 of the Public Officers Law, the SIDA may also redact personal, private, and/or proprietary information from publicly disseminated documents.

9. The Applicant will be required to pay the Agency application fee and legal fee deposit upon submission. The Applicant is responsible for all administrative and legal fees as stated in Appendix A.

10. Prior to submission to the Agency for consideration, the application must be complete. A complete application consists of the execution, where applicable, and delivery of following 8 items:

- This Application
- Conflict of Interest Statement – Appendix B
- Environmental Assessment Form – Appendix C
- Verification – Appendix D
- A Project description, including a feasibility statement indicating the need for the requested benefits
- Provide site plans, sketches, and/or maps as necessary (see page 7 for more detail)
- 10 year pro forma operating budget, including funding sources
- A check payable to the Agency in the amount of $1,000
- A check payable to Bousquet Holstein PLLC in the amount of $2,500

It is the policy of the Agency that any Project receiving benefits from the Agency will utilize 100% local contractors and local labor for the construction period of the Project unless a waiver is granted in writing by the Agency.

Applicant must agree to comply with all of the Agency's policies, including but not limited to its Project Approval Policy.

Return to:
Eric Ennis, Executive Director
City of Syracuse Industrial Development Agency
300 South State Street, Suite 700
Syracuse, NY 13202
Phone: 315-448-8100
eennis@syrgov.net

City of Syracuse Industrial Development Agency
Application

SECTION I: APPLICANT INFORMATION

Please answer all questions. Use "None", "Not Applicable" and "See Attached" where necessary.

Submittal Date: 10/17/2024

A. Contact Information

Company Name:	101 North Salina St, LLC ("Applicant")				
Mailing Address:	101 North Salina Street, Suite 100				
City:	Syracuse	State:	NY	Zip:	13152
Phone:	315-744-0714	Fax:			
Contact Person:	Chuck Wallace				
Email Address:	Chuck.wallace@vipstructures.com				
Industry Sector:	Real Estate Development				
NAICS Code:	531120	Federal Employer Identification Number:	[redacted]		

B. Will the Applicant be the Project Beneficiary (i.e., Project tenant or owner/operator)

☑ Yes ☐ No If No, who will:

C. Principal Stakeholders

List principal owners/officers/directors owning 5% or more in equity holdings with percentage ownership. Public companies should list corporate officers.

Name	% Ownership	Business Address	Phone	Email
David C Nutting	36%	101 North Salina St Syracuse, NY 13202	315-471-5338	dnutting@vipstructures.com

D. Corporate Structure: Attach a schematic if Applicant is a subsidiary or otherwise affiliated with another entity.

☐ Corporation
☐ Private ☐ Public

Date and Location of Incorporation/Organization: January 17, 2017 New York

☐ Partnership
☐ General ☐ Limited

If a foreign corporation, is the Applicant authorized to do business in the State of New York? N/A

☐ Other ☐ Sole Proprietorship
☑ Limited Liability Company/Partnership

E. Applicant's Counsel:

Name:	Paul Reichel				
Firm:	Bond, Schoeneck & King				
Mailing Address:	One Lincoln Center				
City:	Syracuse	State:	NY	Zip:	13202
Phone:	315-218-8135	Fax:			
Email Address:	preichel@bsk.com				

F. Applicant's Accountant:

Name:	Nick Shires				
Firm:	Dannible & McKee, LLP				
Mailing Address:	221 South Warren Street				
City:	Syracuse	State:	NY	Zip:	13202
Phone:	315-472-9127	Fax:			
Email Address:	nshires@dmcpas.com				

G. Applicant History: If the answer to any of the following is "Yes", please explain below. If necessary, attach additional information.

Is the Applicant, its management, or its principal owners now a plaintiff or defendant in any civil or criminal litigation?	☐ Yes	☑ No
Has any person listed in Section 1(c) ever been convicted of a criminal offense (other than a minor traffic violation)?	☐ Yes	☑ No
Has any person listed in Section 1 (C) or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt?	☐ Yes	☑ No

H. Has the Applicant, or any entity in which the Applicant or any of its members or officers are members or officers, received assistance from SIDA or the Syracuse Local Development Corporation (SLDC) in the past? If yes, please give year, Project name, description of benefits, and address of Project.

☑ Yes ☐ No

Please See attachment 1

SECTION II: PROJECT AND SITE INFORMATION

A. Project Location

Address:	101-239 North Salina Street	Legal Address (if different)*	
City:	Syracuse, NY		
Zip Code:	13202		
Tax Map Parcel ID(s):	104.-08-01.0		
Current Assessment:	$7,520,000	Square Footage /Acreage of Existing Site*:	4.14ac
Square Footage of Existing Building, if any:	Approx 200,000sf* (refer to Attachment 2 for size of project area)	Census Tract: (Please See Appendix E for Census Tracts)	32

*Please verify that the address and sq. ft. on https://ocfintax.ongov.net/Imate/search.aspx matches what you are proposing here or explain discrepancy in box below.

B. Type (Check all that apply):

☐ New Construction

☐ Expansion/Addition to Current Facility

☐ Manufacturing

☐ Warehouse/Distribution

☐ Other Renovation of a portion of existing building into apartments

☑ Commercial

☐ Brownfield/Remediated Brownfield

☑ Residential Mixed Use

C. Description of Project: Please provide a detailed narrative of the proposed Project. Please separately attach the description and any copies of site plans, sketches or maps. This narrative should include, but is not limited to: i) a description of your Company's background, customers, goods and services and the principal products to be produced and/or the principal activities that will occur on the Project site; (ii) the size of the Project in square feet and a breakdown of square footage per each intended use; (iii) the size of the lot upon which the Project sits or is to be constructed; (iv) the current use of the site and the intended use of the site upon completion of the Project; (vi) describe your method for site control (Own, lease, other); and (vii) Company history and any additional circumstances the Agency should be aware of relative to the project or Company.

D. Is the Applicant the owner of the property?

☑ Yes ☐ No

If not, who is the owner and by what means will the site be acquired? If leasing, when does the lease end?

E. Infrastructure: Please indicate whether the following are onsite, need to be constructed, or need to be renovated/expanded:

Water	Onsite	Electric	Onsite
Sanitary/Storm Sewer	Onsite	Private Roads	Onsite
Gas	Onsite	Telecommunications	Onsite

F. Local Approvals (Site Plan and Environmental Review)

1. Have site plans been submitted to the appropriate City department?

☑ Yes. What is the status? ☐ No. When will the plans be submitted.

Just submitted on 10/8/24

2. Has the project received site plan approval from the Planning Commission?

☐ Yes ☑ No

3. If no, what is the anticipated date? December 2024

4. If yes, provide the Agency with a copy of the Planning Board's approval resolution.

G. Will the Project generate sales tax for the community?

☐ Yes ☑ No

If yes, what is the company's average annual sales or estimated annual sales?

H. Likelihood of Undertaking Project without Receiving Financial Assistance

Please confirm by checking a box below, whether this Project will move forward without the requested incentives?

☐ Yes ☑ No

If the Project will be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be given economic incentives by the Agency:

I. In accordance with N.Y. GML Sec. 862(1):

Will the Project primarily consist of retail facilities as defined in Section 862(2)(a) of the GML?

☐ Yes ☑ No

If yes, will the cost of these facilities exceed one-third of the total Project cost?

☐ Yes ☐ No

J. Is the project located in a distressed Census Tract?

☑ Yes ☐ No Please see Appendix E for the map of distressed census tracts in the city of Syracuse.

K. Is the Project site designated as an Empire Zone?

☑ Yes ☐ No

L. Construction

1. Project Timeline (approximate):

Construction Commencement	January/February 2025	Construction Completion	April 1, 2026	Date of Occupancy	April 1, 2026

2. Please list any other key Project milestones:

3. Has work begun? ☐ Yes ☑ No

If so, indicate the amount of funds expended in the past 3 years?

SECTION III: PROJECT COSTS & FINANCING

A. Estimated Project Costs

1. State the costs reasonably necessary for the acquisition, construction, and/or renovation of the Project:

Description of Cost Type	Total Budget Amount
Land Acquisition	$0
Site Work/Demo	$1,003,410
Building Construction & Renovation	$13,807,951
Furniture, Fixtures & Equipment	$488,639
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	$0
Engineering/Architects Fees	$549,250
Financial Charges	$628,000
Legal Fees	$115,000
Other	$602,076
Management /Developer Fee	$400,000
Total Project Cost (Uses)	$17,594,326

2. State the sources reasonably anticipated for the acquisition, construction, and/or renovation of the Project:

Amount of capital the Applicant has invested to date:	$200,000
Amount of capital Applicant intends to invest in the Project through completion:	$4,198,581
Total amount of **public** sector source funds allocated/awarded to the Project:	$0
Amount of the Project to be financed from **private** sector sources:	$13,195,745
Total Project Sources* *This $ should match the total Project Costs (Uses) above.	$17,594,326

3. Public Sector Sources:

Identify each public sector source of funding:	**Amount of Public Sector Funding***

*The total amount of public sector funding should equal the public sector amount listed in (A)(ii) above.

B. Financial Assistance sought (estimated values):

Applicants requesting exemptions and/or abatements from SIDA must provide the estimated value of the savings they anticipate receiving. New York State regulations require SIDA to recapture any benefit that exceeds the amount listed in this application.

1. Is the Applicant expecting that the financing of the Project will be secured by one or more mortgages: ☑ Yes ☐ No

If yes, amount requested and name of lender: $13,195,745 - TBD

2. Is the Applicant expecting to be appointed agent of the Agency for purposes of abating payments of NYS Sales and Use Tax? ☑ Yes ☐ No

If yes, what is the TOTAL amount of purchases subject to exemption based on taxable Project costs? $8,100,000

3. Is the Applicant requesting a payment in lieu of tax agreement (PILOT) for the purpose of a real property tax abatement? ☑ Yes ☐ No

If yes, identify from the Agency's UTEP the category of PILOT requested:

Property is already encumbered by a Priority Industry PILOT.

4. Is the Applicant requesting any real property tax abatement that is **inconsistent** with the Agency's UTEP? ☐ Yes ☑ No

If yes, please contact the Executive Director prior to submission of this Application.

5. Upon acceptance of this Application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT benefit based on anticipated tax rates and assessed valuation. . At such time, the Applicant will affirm, in the form attached hereto at **Exhibit "A"** (the ***"Benefit Affirmation"),*** that it acknowledges and accepts the PILOT benefit and other benefits set forth therein, agrees to incorporate same herein by reference and requests such benefits be granted by the Agency.

***** This Application will not be deemed complete and final nor will benefits be awarded until Exhibit A hereto has been completed and executed*****

C. Type of Exemption/***Abatement*** Requested: Amount of Exemption/Abatement Requested:

☐	Real Property Tax Abatement (PILOT)	Priority Industry
☐	Mortgage Recording Tax Exemption (.75% of amount mortgaged as listed on page 6 (B)(i))	$98,968.09
☐	Sales and Use Tax Exemption ($4% Local, 4% State of total amount listed on page 6(b)(ii))	$648,000
☐	Tax Exempt Bond Financing (Amount Requested)	N/A
☐	Taxable Bond Financing (Amount Requested)	N/A

D. Company's average yearly purchases or anticipated yearly purchases from vendors within Onondaga County, subject to sales tax:

Not Applicable

E. Estimated capital investment over the next 5 years, beyond this Project, if available:

Not Applicable

SECTION IV. EMPLOYMENT AND PAYROLL INFORMATION

***Full Time Equivalent (FTE) is equivalent to 35 hours of work per week or 1,820 hours per year. To convert part-time jobs into FTEs, divide the total number of hours for all part-time resources by 35 hours per week or 1,820 hours per year.**

A. In accordance with N.Y. GML Sec. 862(1):

1. Will any other companies or related facilities within the state close or be subjected to reduced activity as a result of this Project? If so please list the town and county of the location(s):

☐ Yes ☑ No

2. Will the completion of the Project result in the removal of a plant or facility of the Applicant from one area of the State New York to another area of the State of New York?

☐ Yes ☑ No

3. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant located in the State of New York?

☐ Yes ☑ No

i. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

☐ Yes ☐ No

ii. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to preserve the competitive position of the Applicant in its respective industry?

☐ Yes ☐ No

B. Are there people currently employed by the Company/end user?

☐ Yes ☑ No

C. Of those jobs in (B) above, how many will be retained:

Estimate the number of full time equivalent (FTE) jobs to be retained as a result of this Project:	N/A
Estimate the number of construction jobs to be created by this Project:	200
Estimate the average length of construction jobs to be created (months):	10-12 months
Current annual payroll of retained jobs:	N/A
Average annual growth rate of wages for retained jobs:	N/A
Please list, if any, benefits that are available to either full and/or part time employees retained:	N/A

Average annual benefit paid by the company ($ or % salary) per FTE job:	N/A
Average growth rate of benefit cost:	N/A
Amount or percent of wage employees pay for benefits:	N/A
Provide an estimate of the number of residents in the Economic Development Region (Onondaga, Madison, Cayuga, Oneida, Oswego, and Cortland Counties) to fill new permanent FTE jobs as well as those filling retained jobs?	N/A

D. Complete the following chart indicating the number of FTE jobs presently employed by the Company/end user and the number of FTE jobs that will be created at the Project site at the end of the first, second, third, fourth, and fifth years after the Project is completed. Jobs should be listed by title or category (see below), including FTE independent contractors or employees of independent contractors that work at the Project location. **Do not include construction workers.**

Permanent Occupations in Company and/or Tenant of Project	**Current Jobs by Occupation (jobs being RETAINED)**	**Annual Salary range**	**Annual benefits**	**Projected NEW FTEs in Years 1-5 by Occupation**					**Total Job Information**	
	No. of FTE Employees	N/A	N/A	1st Year **NET** of Current **RETAINED** Employees	2nd Year **NET** of Prior Years	3rd Year **NET** of Prior years	4th Year **NET** of Prior Years	5th Year **NET** of Prior Years	Total New Jobs **Created** in 5 Year Period	Total Jobs **Retained** in 5 Year Period
Professional/ Managerial/ Technical	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Skilled	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Unskilled/ Semi-skilled	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

For purposes of completing the chart, refer to the following definitions, in lieu of current titles:

- **Professional/Managerial/Technical** - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer).
- **Skilled** - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise levels (examples: electrician, computer operator, administrative assistant, carpenter, sales representative).
- **Unskilled or Semi-Skilled** - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk).

E. Are the employees of your company currently covered by a collective bargaining agreement?

☐ Yes ☑ No If yes, provide the name and local:

SECTION V. ENVIRONMENTAL INFORMATION

***An Environmental Assessment Form (EAF) MUST be completed and submitted along with this application. Please visit https://www.dec.ny.gov/permits/6191.html for the online EAF Mapper Application and EAF Forms.**

A. Have any environmental issues been identified on the property?

☑ Yes ☐ No

If yes, please explain:

Asbestos to be abated

B. Has any public body undertaken a State Environmental Quality Review Act ("SEQRA") review?

☐ Yes ☑ No

Has any public body issued a SEQRA determination for this Project?

☐ Yes ☑ No

If yes to either of the foregoing, please attach to this application all SEQRA forms (e.g. EAF) and any determinations.

SECTION VI. REPRESENTATIONS & AFFIRMATIONS BY THE APPLICANT

I hereby represent and warrant that I am [the CEO of the company/applicant] or [a person authorized to bind the company/applicant] and make the following representations and/or warranties and understand and agrees with the Agency as follows:

A. **Jobs Listings:** Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity of the service delivery area created by the Workforce Investment Act ("WIA") in which the Project is located. CW

B. **First Consideration for Employment:** In accordance with §858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Company shall comply with Section 862-b of the GML. CW

C. **Other NYS Facilities:** In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the Project occupant within the state is ineligible for Agency Financial Assistance, CW

unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the Project in its respective industry.

D. **City Human Right Law:** The Applicant agrees to endeavor to comply with the provisions of Article XI, Division 2 of the City Code, entitled "The Omnibus Human Rights Law," which prohibits discrimination in employment based upon age, race, sex, creed, color, religion, national origin, sexual orientation, disability or marital status. The Applicant hereby agrees to adhere to this policy or equal opportunity employment in the requirement, hiring, training, promotion, and termination of employees. CW

E. **City of Syracuse and MWBE:** The applicant understands and agrees that every Project must commit to incorporate vendors that are minority and/or women-owned business enterprises, as certified by the State or the municipality ("*MWBE*"), equal to a minimum of 10% of all SIDA abatements during the construction phase. MWBE vendors must be located within Onondaga County in accordance with the Agency's Project Approval Policy, a copy of which is attached hereto at **Exhibit "B"** and made a part hereof. CW

F. **City Resident Hiring.** *To qualify for any exemptions* under the Agency's Uniform Tax-Exempt Policy, every Project must commit to hiring 10% of its construction workforce, on a full-time basis, from residents of the City of Syracuse as set forth in the Agency's Project Approval Policy, a copy of which is attached hereto at **Exhibit "B"** and made a part hereof. CW

G. **Local Labor Policy:** The applicant understands and agrees that local labor and contractors will be used for the construction, renovation, reconstruction, equipping of the Project unless a written waiver is received from the Agency. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency. For the purposes of the policy, "Local" is defined as Onondaga, Cayuga, Cortland, Madison, Oneida, and Oswego Counties. CW CW

H. **Annual Sales Tax Filings:** In accordance with §874(8) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors

I. **Annual Employment Reports and Outstanding Bonds:** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency on an annual basis, reports regarding the number of FTE at this Project site. The Applicant also understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the Project that is requested by the Comptroller of the State of New York. CW

J. **Absence of Conflicts of Interest:** The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect in any transaction contemplated by this Application, except as hereinafter described in Appendix B. CW

K. **Compliance:** The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations. CW

L. **False or Misleading Information:** The Applicant understands and agrees that the submission of knowingly false or knowingly misleading information in this Application may lead to the immediate termination of CW

any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

M. GML Compliance: The Applicant certifies that, as of the date of the Application, the proposed project is in substantial compliance with all provisions of NYS General Municipal Law Article 18-A. CW

N. SIDA's Policies: The Applicant is familiar with all of SIDA' s policies posted on its website (http://www.syrgov.net/Syracuse_Industrial_Development_Agency.aspx) and agrees to comply with all applicable policies. CW

O. Disclosure: The Applicant has read paragraph 6 of the instructions contained on the cover of this Application and understands that the Applicant must identify in writing to SIDA any Information it deems proprietary and seeks to have redacted. CW

P. Reliance: THE APPLICANT ACKNOLWEDGES THAT ALL ESTIMATES OF PROJECTED FINANCIALIMPACTS, VALUE OF FINANCIAL ASSISTANCE REQUESTED, AND OTHER INFORMATION CONTAINED IN THIS APPLICATION WILL BE RELIED UPON BY SIDA AND ANY CHANGES IN SUCH INFORMATION MUST BEMADE IN WRITING AND MAY IMPACT THE GRANT OF FINANCIAL ASSISTANCE TO THE PROJECT. CW

Q. Legal Fees: The Applicant acknowledges that all by submitting this application, they are contractually obligated to pay all of SIDA's legal fees associated with this application, the project and the financial assistance sought regardless of whether any benefits are approved or conferred. CW

R. Prevailing Wage: The Applicant understands and agrees that, if the Project receives any financial assistance from the Agency, the Applicant shall determine whether the Project is a "covered project" pursuant to Section 224-a of Article 8 of the New York Labor Law and, if applicable, the Applicant shall comply with Section 224-a of Article 8 of the New York Labor Law; and the Applicant further covenants that the Applicant shall provide such evidence of the foregoing as requested by the Agency. CW

I am the CEO or a person authorized to bind the company/applicant, and have read the foregoing and agree to comply with all the terms and conditions contained therein as well as the policies of the City of Syracuse Industrial Development Agency.

Name of Applicant Company	101 North Salina St, LLC
Signature of Officer or Authorized Representative	
Name & Title of Officer or Authorized Representative	Charles Wallace Jr.
Date	10/17/2024

SECTION VII. HOLD HARMLESS AGREEMENT

Applicant hereby releases the City of Syracuse Industrial Development Agency and the members, officers, servants, agents and employees thereof (collectively the "Agency" from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax-exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction, and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all cause of action and attorney's fees and any other expenses incurred in defending any suits or action which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, or the inability of the Applicant, for any reason, to proceed with the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of or in connection with the Application, including attorney's fees, if any.

Name of Applicant Company	101 North Salina St, LLC
Signature of CEO or a person authorized to bind the company/applicant	
Name & Title of Officer or Authorized Representative	Charles Wallace Jr.
Date	10/17/2024

PLEASE NOTE: This exhibit is simply a template and does not need to be completed at the time of initial submission.

EXHIBIT "A"

[TEMPLATE] BENEFIT AFFIRMATION

** Note: this page is for reference only and should not filled out during the application phase.

The undersigned, _____, being the _____ and authorized signatory of _____, (the "***Company***" or "***Applicant***"), does hereby ***certify and affirm under the penalty of perjury*** the following:

On or about _____ the Company submitted an application for financial assistance (the "***Application***") to the City of Syracuse Industrial Development Agency (the "***Agency***") requesting the Agency consider undertaking a project (the "***Project***") consisting of:

The Agency is governed by the New York State General Municipal Law which, effective June 15, 2016, requires, pursuant to Section 859-a, among other things, that each project applicant affirm, *under penalty of perjury*, the estimated amount of benefits requested from the Agency.

That the following PILOT benefit schedule reflects the estimated real property tax benefits related to the Project, including an estimated savings valuation totaling $_____ to be realized by the Company over the _____ (___) year term of the payment in lieu of taxes ("***PILOT***") agreement requested by the Company:

PILOT Benefit Schedule	
Comparison	**Amount**
Estimated ___ year Taxes w/o PILOT benefit	$
Estimated ____ year PILOT Payments	$
Estimated ___ year PILOT Savings	$

In addition, as set forth by the Company within its Application: (i) the purchase of goods and services relating to the Project, and subject to New York State and local sales and use taxes, are estimated to cost an amount up to $_____ and therefore, the value of the State and local sales and use tax exemption benefits sought from the Agency shall not exceed $_____; and (ii) the mortgage recording tax

exemption shall be approximately $_____ based upon the Company's estimation in its Application that the principal amount of the mortgage on the Project will be $_____.

The undersigned, deposes and says that: (i) (s)he has the authority to bind the Company; (ii) (s)he has read the foregoing affirmation outlining the financial assistance sought by the Company from the Agency for the Project; and (iii) acknowledges same to be true, accurate and complete, as subscribed and affirmed hereby under the penalty of perjury.

[INSERT COMPANY NAME]

By: _____
Title: _____

Sworn to before me this ____ day
of _____, 20___.

_____
Notary Public

EXHIBIT "B"

PROJECT APPROVAL POLICY

City of Syracuse Industrial Development Agency
201 E. Washington Street, 6th Floor
Syracuse, New York 13202
Tel (315) 448-8100 Fax (315) 448-8036

PROJECT APPROVAL POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency ("***Agency***") has adopted this Project Approval Policy (the "***Policy***") in accordance with Section 859-a (5) of the New York State General Municipal Law. This Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "***Enabling Act***") and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the "***Act***"), and any other applicable law.

II. PROJECT APPROVAL

Eligible projects for consideration hereunder shall comply with the Act

A. **DEFINITIONS:** For purposes of this Policy, the following definitions shall apply:

"***Distressed Census Tract***" shall have the meaning ascribed thereto by the applicable federal, state or local tax credit program applicable to the Qualified Project.

"***FTE***" means one employee working no less than 40 hours per week or two or more employees together working a total of 40 hours per week.

"***NRSA***" means the Neighborhood Revitalization Strategy Areas as defined by the City of Syracuse Department of Neighborhood and Business Development Syracuse Consolidated Plan found at the following link: http://www.syracuse.net/uploadedFiles/Departments/Neighborhood_and_Business_Development/Content/Consolidated%20Plan%202015-19%20Final%20-%2001-06-2016.pdf).

B. Each of the following must occur ***prior*** to the adoption of a resolution approving the grant of financial assistance for a project:

(i) Assessment

The members shall assess all material information included in connection with the application for financial assistance (the "***Application***") submitted by or on behalf of the company seeking such financial assistance (the "***Company***") in order to afford a reasonable basis for the decision by the Agency to provide financial assistance for a proposed project

(the "*Assessment*"). As one part of their assessment of a proposed project, the members shall consider the priority industries and/or the North American Industry Classification System ("*NAICS*") sectors, all as set forth in Exhibit "A" attached hereto, as well as the number of retained or new FTEs resulting from the Project. No one factor qualifies or guaranties a project for approval or conference of any specific financial assistance. It is up to the Agency, in its sole and absolute discretion, to review, analyze and weigh all factors and policy initiatives when considering projects for approval.

(ii) Cost-Benefit Analysis

The members shall prepare or cause to be prepared a written cost-benefit analysis, including a ratio of abatement to new community investment (the "*Cost-Benefit Analysis*") identifying:

- the extent to which a proposed Project will create and/or retain permanent, private sector jobs;
- the applicable priority industry and/or North American Industry Classification System (NAICS) sector as set forth on Exhibit "A" attached hereto, if applicable;
- the estimated value of any tax exemptions to be provided;
- the amount of private sector investment generated or likely to be generated by the proposed Project;
- the likelihood of the proposed Project being completed in a timely fashion;
- the extent to which the proposed Project will provide additional sources of revenue for the municipality and school district; and
- other public and community benefits that might occur as a result of the proposed Project.

(C) City Resident Hiring. *To qualify for any exemptions* under the Agency's Uniform Tax-Exempt Policy, every Project must commit to hiring 10% of its construction workforce, on a full-time basis, from residents of the City of Syracuse (the "*City*").

(D) MWBE Requirements. *To qualify for any exemptions* under the Agency's Uniform Tax-Exempt Policy, every Project must commit to incorporate vendors that are minority and/or women-owned business enterprises, as certified by the State or the municipality ("*MWBE*"), equal to a minimum of 10% of all SIDA abatements (exclusive of any enhancement under the Agency's Community Benefit Policy) during the construction phase. MWBE vendors must be located within Onondaga County. Such hiring may be accomplished through CNY Works, Syracuse Build or other existing programs aimed at training and promoting local hiring.

During construction and following completion of construction, evidenced by the earlier of (i) the date a certificate of occupancy is issued for the Project by the City; or (ii) the completion date under the lease documents between the proposed Project owner and the Agency to confer approved benefits, the proposed Project owner must demonstrate to the satisfaction of the Agency compliance with each (c) and (d) above. Failure to do so shall give rise to an event of default under the lease documents and the Agency's ability to recapture benefits under its Recapture Policy.

The proposed Project owner may seek a waiver of either (c) and/or (d) above, if and only if, such owner can demonstrate, to the sole satisfaction of the Agency, that notwithstanding all efforts, the owner was not able to find residents of the City able to fill the requisite number of construction jobs and/or an inability to hire the requisite number of MWBE vendors as set forth above. Any such request must, at a minimum, demonstrate the attempts made by the owner to satisfy the requirement.

Adopted: September 27, 2022
Effective: As of January 1, 2023

EXHIBIT A

SELECTION CRITERIA BY PROJECT TYPE

High Tech, Manufacturing, Warehouse, Distribution

1. Wage rates (as compared to median wage for area)
2. Regional wealth creation (% sales/customers outside five county Central New York Region)
3. Regional purchases (% of overall purchases)
4. Research and development activities
5. Investments in energy efficiency
6. Location, land use, including use of brownfields or locally designated development areas
7. Support of existing local businesses
8. Use of LEED/renewable resources
9. Retention/flight risk
10. North American Industry Classification System (NAICS) Sectors:

Sector	Description
22	Utilities
31-33	Manufacturing
42	Wholesale Trade
48-49	Transportation & Warehousing
51	Information
811	Repair & Maintenance

Agricultural, Food Processing

1. Wage rates (as compared to median wage for area)
2. Regional wealth creation (% sales/customers outside five county Central New York Region)
3. Regional purchases (% of overall purchases)
4. Research and development activities
5. Investments in energy efficiency
6. Location, land use factors, proximity to local agricultural production
7. Use of LEED/renewable resources
8. Retention/flight risk
9. North American Industry Classification System (NAICS) Sectors:

Sector	Description
11	Agriculture, Forrestry, Fishing & Hunting
311	Food Manufacturing
312	Beverage and Tobacco Product Manufacturing
3331	Agriculture, Construction, and Mining Machinery Manufacturing

Professional Services, Back Office, Data, Call Centers

1. Wage rates (as compared to median wage for area)
2. Regional wealth creation (% sales/customers outside area)
3. Regional purchases (% of purchases from local vendors)
4. Support of local business
5. Retention/flight risk
6. Use of LEED/renewable resources
7. North American Industry Classification System (NAICS) Sectors:

Sector	Description
52	Finance & Insurance
561	Administrative and Support Services
54	Professional, Scientific, & Technical Services
55	Management of Companies and Enterprises

Energy Production

1. wage rates (above median wage for area)
2. in region purchases (% of overall purchases, local construction jobs/suppliers)
3. advances renewable energy production/transmission goals
4. provides capacity or transmission to meet local demand or shortage

Adaptive Reuse, Community Development

1. Location within distressed census tract
2. Age of structure
3. Elimination of slum and blight
4. Building or facility vacancy
5. Redevelopment supports local community development plan
6. Environmental or safety issues
7. Use of LEED/renewable resources
8. Building or site has historic designation
9. Site or structure has delinquent property or other local taxes
10. Project developer's return on investment
11. Ability to obtain conventional financing

Tourism

1. Market study (documenting demand and impact on existing tourism and businesses)
2. Regional wealth creation
3. Proximity to and/or support of regional tourism attractions/facilities
4. Support of local official(s), convention visitors bureau
5. Regional purchases, support of local vendors
6. Use of LEED/renewable resources
7. Generation of additional local revenues (such as room occupancy taxes)

Retail

1. Meets all requirements of General Municipal Law Section 862
2. Market study documenting need
3. Goods or services not readily available
4. Impact on existing businesses
5. Regional wealth creation
6. Location within highly distressed census tract
7. Elimination of slum and blight
8. Alignment with local planning and development efforts

Senior Housing/Affordable

1. Market study (documenting unmet need and impact on existing housing facilities)
2. Location within a highly distressed census tract
3. Alignment with local planning and development efforts
4. Local official(s) support
5. Located in areas that provide support for below median income seniors
6. Location promotes walkable community areas
7. Project developer's return on investment
8. Ability to obtain conventional financing
9. Provision of senior-specific amenities (community rooms, health services, etc.)
10. Income level of potential residents (at or below median income)

Affordable Housing

1. Market study (documenting unmet need and impact on existing housing facilities)
2. Location within a highly distressed census tract
3. Alignment with local planning and development efforts
4. Local official(s) support
5. Located in areas that provide support for below median income individuals
6. Location promotes walkable community areas
7. Project developer's return on investment
8. Ability to obtain conventional financing
9. Income level of potential residents (at or below median income)

Miscellaneous Projects

1. Location within a highly distressed census tract
2. Alignment with local planning and development efforts
3. Support from local official(s) and the community
4. Promotion of transit-oriented or walkable community areas

APPENDIX A

City of Syracuse Industrial Development Agency

Agency Fee Schedule

(Revised 12/21/23)

Bond and Straight Lease Transactions:

Application & Processing Fee $1,000.00

Project Commitment/Legal Fee $2,500.00

(Due with fully executed Application; Amount applied to SIDA's counsel fee)

Administrative Fee:

Issuance of Bonds .....1% Project Cost

(Without regard to principal amount of bonds issued.)

Straight Lease/Agency Appointment.....1% Project Cost

(Exemption from one or more mortgage recording, real property or sales and use taxes)

Refunding of Bonds.....1% of Project Cost

New Money/Additional Financing on Existing Project:

Refinancing of project where only Financial Assistance is MRTE – ¼ of new money financed (exclusive of original mortgage amount).

Refinancing of project where additional Financial Assistance is sought (in addition to MRTE) – 1% of new money financed.

Post-Closing Items for Bond and Straight Lease Transactions:

Annual Administrative Reporting Fee $750.00

(Paid at time of closing and annually thereafter for duration of SIDA's interest in Project Facility)

Extension of sales tax exemption.....$500.00

Modification or Amendment of Closing Documents* $1,000.00

***including but not limited to refinancing of original mortgage**

Subsequent lender closing.....$250.00

In addition to the foregoing, Applicants are responsible for payment of all costs and expenses incurred by SIDA in connection with application or Project including without limitation publication, copying costs, SEQRA compliance and fees and costs to SIDA's attorneys, engineers, and consultants. SIDA reserves the right to require a deposit to cover anticipated costs. Application fees are payable at time application/request is submitted. All fees are nonrefundable. Applicants for bond transactions are responsible for payment of Bond Issuance Charge payable to the State of New York. Applicants are also responsible for payment of post-closing fees and costs associated with the appointment of additional agents. SIDA reserves the right to modify this schedule at any time and to assess fees and charges in connection with other transactions such as grants of easement or lease of SIDA-owned property.

APPENDIX B

CITY OF SYRACUSE INDUSTRIAL DEVLEOPMENT AGENCY APPLICATION

CONFLICT OF INTEREST STATEMENT

Agency Board Members

1. Kathleen Murphy
2. Steven P. Thompson
3. Rickey T. Brown
4. Kenneth J. Kinsey
5. Dirk Sonneborn

Agency Staff, Legal Counsel, and Auditor

1. Eric Ennis or Cole King
2. Bousquet Holstein, PLLC
3. Grossman St. Amour, PLLC.

The Applicant has received from the Agency a list of members, officers, and staff of the Agency. To the best of my knowledge, no member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Signature:	
Authorized Representative:	Charles Wallace Jr.
Title:	Member
Date:	10/17/2024

APPENDIX C

Go to:

https://www.dec.ny.gov/permits/6191.html

to obtain the online EAF Mapper Application and EAF Forms.

APPENDIX D

SYRACUSE INDUSTRIAL DEVLEOPMENT AGENCY APPLICATION

Verification

STATE OF New York)
) **SS.:**
COUNTY OF Onondaga)

Charles Wallace Jr, deposes and says that s/he is the
(Name of Individual)
Member of 101 North Salina St, LLC
(Title) (Applicant Name)

that s/he is the CEO or a person authorized to bind the company/applicant, and has personally completed and read the foregoing Application and knows the contents thereof and that the same is true, accurate, and complete to the best of her/his knowledge, as subscribed and affirmed under the penalties of perjury. The grounds of deponent's beliefs relative to all matters in the said Application which are not stated upon her/his own personal knowledge are investigations which the deponent has caused to be made concerning the subject matter of the Application as well as, if applicable, information acquired by deponent in the course of her/his duties/responsibilities for the Applicant and from the books and papers of the Applicant. The deponent also acknowledges the receipt of the schedules attached to the Application, including but not limited to the Agency's fee schedule and assumes responsibility for payment of any and all applicable fees as described therein. Deponent further acknowledges review and understanding of the Agency's published policies, including but not limited to the Agency's Recapture Policy, and agrees on behalf of the Applicant to be bound by and comply with, all such policies.

Applicant Representative's Signature

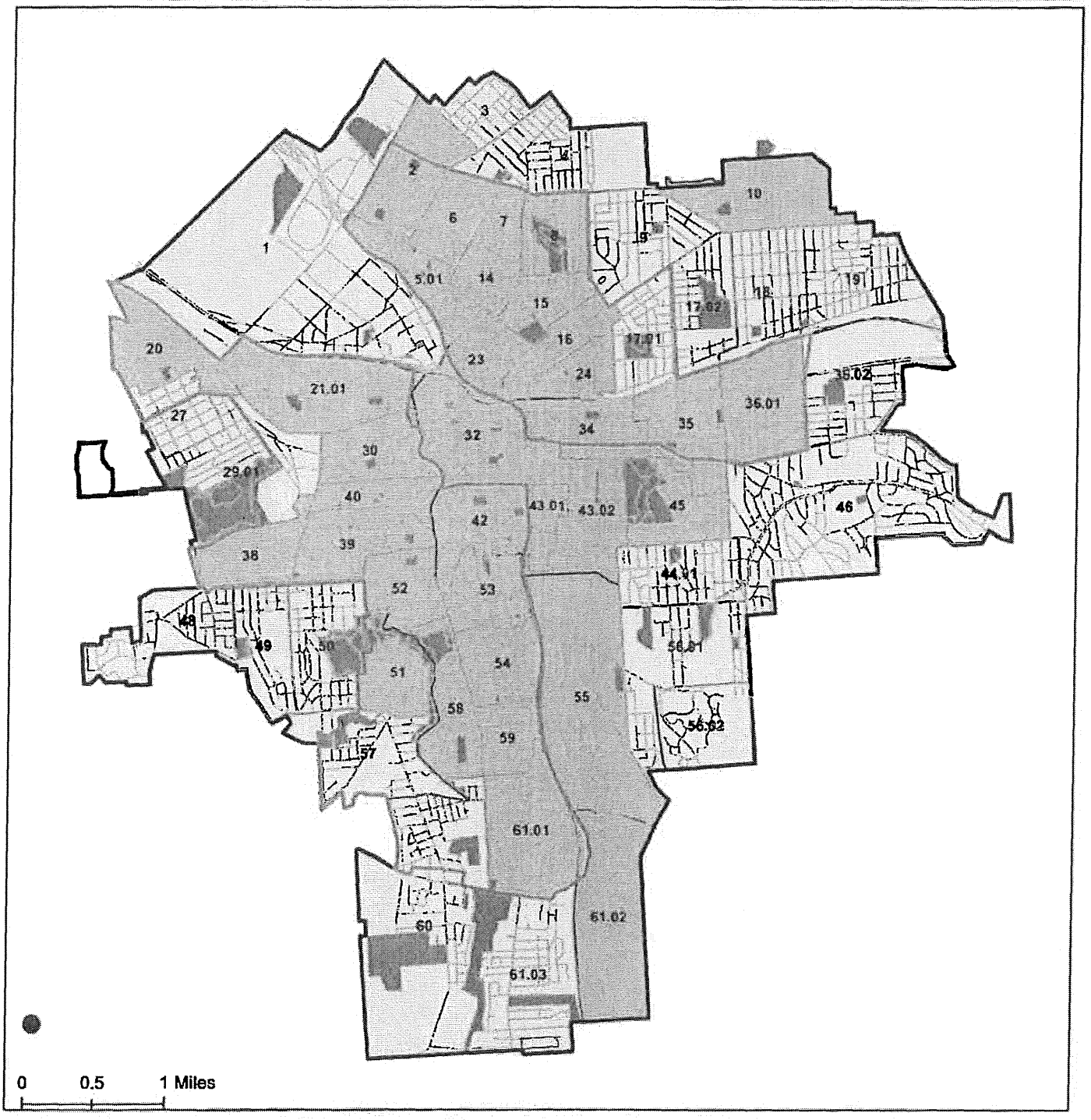
Member
Title

Subscribed and sworn to before me this
16 day of October, 2024.

Notary Public

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2024

Distressed Census Tracts (2022)



0 0.5 1 Miles

Map showing distressed Census tracts in Syracuse, NY as defined by Low-Income Housing Tax Credit (Qualified) Census Tracts US Census Bureau 2022

Department of Neighborhood and Business Development

Map created June 2022

Legend

- NRSA Boundaries
- Syracuse City Boundary
- Streets
- Syracuse Parks
- Distressed Census Tracts 2022
- Non-Distressed Census Tracts

Attachment #2 – Section II -C
The Post Apartments
Project Description

The building formerly known as The Post Standard (now re-branded "The Post") runs two full city blocks long and faces Clinton Square. The building is divided into three main sections, referred to as "Blocks".

- Block 1 is the southern portion of the building, facing Clinton Square, constructed circa 1968.
- Block 2 is the center portion, also 1968.
- Block 3 is the press hall, at the northern end, constructed circa 2000.

This project involves the conversion of approximately 44,000 square feet of The Post building into approximately 72 apartment units, of which 10% will meet the City's affordability requirements. These apartments will consist of sixty-six, one-bedroom apartments and six, two-bedroom. Building amenities for the residents will include a fitness center, bicycle storage, tenant storage, on-site parking and a community room.

101 North Salina St, LLC (the "Applicant") purchased the property in October 2017. The building has a total gross square footage of approximately 200,000 square feet. At the time the building was purchased by Applicant approximately 80,000sf was vacant, with the remainder of the building being leased by the newspaper company Advance Local Media, LLC (Advance). Advance used their space in the building for the printing operations. Since 2017, the Applicant has renovated the 80,000sf of vacant space located in Block 1 and Block 2 into commercial office space which includes offices for Chase Design, NBT Bank, NRG Energy and VIP Structures.

In December of 2022 Advance vacated the building, leaving approximately 120,000sf of the building in Block 2, Block 3 and the basement vacant. The applicant plans to convert approximately 44,000sf of that floor space into 72 apartment units. The remaining 76,000sf of vacant space will not be redeveloped as part of this project. The intent for the remaining space would be to lease it to a commercial user.

The apartments will be located in two main areas of the building. Approximately 45% of the apartments will be located in Block 2 of the building, on the east side facing North Salina Street. This is where Advance housed their original printing press when the original building was completed in 1968. Due to the ceiling height in this area an additional floor will be created so that more apartments can be developed. The remaining 55% of the apartments will be located at the north end of the building in Block 3 facing the parking lot. This area has a ceiling height of approximately fifty feet which will allow the addition of three floors to accommodate all of the planned apartments. This area was constructed in 2000 as an addition to the original building and was used to house their printing press that was in use from 2000 to 2022.

In addition to the interior mechanical, electrical, plumbing and structural improvements required to convert this formerly industrial space into apartments, this project will also include the addition of windows along the east side of Block 2 facing North Salina Street as well as renovations to the existing glass system located in the Block 3 press hall.

This project is highly contingent on the ability to receive benefits from the Syracuse Industrial Development Agency. The financial proforma for this project assumes it will receive sales tax abatement and that the current PILOT structure that the property is under remains intact. If these benefits are not received, the project will become unfeasibly and not be able to proceed.

3

AMENDED AND RESTATED PROJECT AGREEMENT

THIS AMENDED AND RESTATED PROJECT AGREEMENT (the "***Project Agreement***"), made as of May 1, 2025, amends and restates in its entity, as of the Effective Date hereof, that certain Project Agreement dated as of December 1, 2021, as previously amended pursuant to a First Amendment to Project Agreement dated as of October 31, 2022 and a First Amendment to Company Documents as of February 22, 2023 (collectively, the "***Original Project Agreement***"), each by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at One Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202 (the "***Agency***") and **101 NORTH SALINA ST, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 101 North Salina Street, Suite 100, Syracuse, New York 13202 (the "***Company***").

W I T N E S S E T H:

WHEREAS, Title I of Article 18-A of the General Municipal Law of the State of New York (the "***Enabling Act***") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 641 of the Laws of 1979 of the State, as amended (collectively, with the Enabling Act, the "***Act***") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "***State***") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 641 of the Laws of 1979 of the State, as amended (collectively, with the Enabling Act, the "***Act***") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of

an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 1 Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Phase 1 Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution dated February 25, 2025, the Agency agreed, at the request of the Company, to undertake the second phase of the project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 2 Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, for purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2

Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 2 Financial Assistance shall be collectively referred to as the ***"Financial Assistance"***.

WHEREAS, by resolutions of its members adopted on February 25, 2025 (collectively, the "***Resolutions***"), the Agency authorized the Phase 2 Financial Assistance for the benefit of the Phase 2 Project consisting of: (a) an exemption from New York State and local sales and use taxes for purchases and rentals related to the Phase 2 Project with respect to qualifying personal property included in or incorporated into the Phase 2 Project Facility or used in the acquisition, reconstruction, renovation or equipping of the Phase 2 Project Facility in an amount not to exceed **$648,000**; (b) an exemption from mortgage recording tax; and (c) an abatement from real property taxes through a 10-year payment in lieu of taxes agreement with the Company for the benefit of each municipality and school district having taxing jurisdiction over the Phase 2 Project; and

WHEREAS, it has been estimated and confirmed by the Company within its Application for Financial Assistance dated October 17, 2024 and in its Benefit Affirmation Letter (as defined in the Agency Lease) that: (i) the purchase of goods and services relating to the Phase 2 Project, and subject to New York State and local sales and use taxes, are estimated to cost an amount up to **$8,100,000**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **$648,000**; (ii) the mortgage recording tax exemption amount shall be approximately **$98,968** (in accordance with Section 874 of the General Municipal Law); and (iii) real property tax abatement benefits to be provided to the Company over the 10-year abatement benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately **$2,284,144.72**; and

WHEREAS, the Company is the current owner of the Land and the Facility and leased the Land and the Facility to the Agency pursuant to the Company Lease; and

WHEREAS, the Company conveyed title to the Phase 1 Equipment to the Agency pursuant to bill of sale dated as of December 1, 2021 (the "***Phase 1 Bill of Sale***") and contemporaneously with the execution of this Project Agreement, conveyed title to the Phase 2 Equipment to the Agency pursuant to a bill of sale dated as of May 1, 2025 (the "***Phase 2 Bill of Sale***" and together with the Phase 1 Bill of Sale, the "***Bill of Sale***"); and

WHEREAS, the Agency proposes to sublease, or continue to sublease, the Project Facility to the Company, and the Company desires to sublease the Project Facility from the Agency, upon the terms and conditions set forth in a certain Agency Lease; and

WHEREAS, contemporaneously with the execution of this Project Agreement, the Company shall execute and deliver an amended and restated environmental compliance and indemnification agreement dated as of May 1, 2025 in favor of the Agency (the "***Amended and Restated Environmental Compliance and Indemnification Agreement***"); and

WHEREAS, in order to define the obligations of the Company regarding payments in lieu of taxes for the Phase 1 Project Facility, the Agency and the Company entered into a Payment in

Lieu of Tax Agreement, dated as of December 1, 2021 (the "***Original PILOT Agreement***"), as amended and restated pursuant to that certain amended and restated payment in lieu of tax agreement dated as of May 1, 2025 (the " ***PILOT Agreement***"), each by and between the Agency and the Company; and

WHEREAS, by its Resolutions, the Agency authorized the Company to act as its agent for the purposes of undertaking and completing the Phase 2 Project and the Agency delegated to the Company the authority to appoint sub-agents subject to the execution of this Project Agreement and compliance with the terms set forth herein, in the Resolutions and in the Agency Lease; and

WHEREAS, in order to define the obligations of the Company regarding its ability to utilize the Agency's State and local sales and use tax exemption benefit as agent of the Agency to acquire, reconstruct, renovate, equip and complete the Phase 2 Project Facility, the Agency and the Company will enter into this Project Agreement; and

WHEREAS, the Agency requires, in accordance with Section 859-a and 874 of the Act, as a condition and as an inducement for it to enter into the transactions contemplated by the Resolutions, and as more particularly described in the PILOT Agreement and this Project Agreement, and to confer the approved Financial Assistance, that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Project Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no Phase 2 Financial Assistance shall be provided to the Company prior to the effective date of this Project Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I
PROJECT AND TERM

Section 1.01 Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth herein.

Section 1.02 Defined terms. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Table of Definitions attached to the Agency Lease as Exhibit "C."

Section 1.03 Purpose of Project. It is understood and agreed by the parties that the purpose of the Agency's provision of Phase 2 Financial Assistance with respect to the Phase 2 Project is to, and the entering by the Agency into the Company Lease, Agency Lease, PILOT Agreement and this Project Agreement is in order to, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping, furnishing and completing of the Phase 2 Project Facility, to advance job opportunities, health, general prosperity

and economic welfare of the people of the City of Syracuse and to otherwise accomplish the public purpose of the Act.

Section 1.04 Term. The term of this Project Agreement shall be: (a) the term of the PILOT Agreement; or (b) in the event the Agency Lease is terminated early, then the earlier of (i) five years following the termination of the Agency Lease or (ii) the term of the PILOT Agreement (the "***Term***"). The Project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the Term of this Project Agreement and the Company's reporting obligations hereunder shall continue during the Term hereof. For purposes of clarity, during the Term hereof, the Company and the Project shall be subject to Article V hereof.

ARTICLE II
REAL PROPERTY TAX EXEMPTION

Section 2.01. PILOT Agreement. Attached hereto and made a part hereof as **Exhibit A** is a copy of the PILOT Agreement by and between the Company and the Agency.

ARTICLE III
SALES AND USE TAX EXEMPTION AND MORTGAGE RECORDING TAX EXEMPTION

Section 3.01. Scope of Agency. The Company agrees to limit its activities as agents for the Agency under the authority of the Resolutions and this Project Agreement to acquisition, reconstruction, renovation, equipping and completion of the Project Facility. The right of the Company to act as agent of the Agency shall expire on **August 31, 2026**, unless extended by a resolution adopted by the members of the Agency, in which case the appointment shall expire in accordance with such resolution, or unless terminated early in accordance with the terms of the Agency Lease. The value of the sales and use tax exemption benefits shall not exceed the amounts described in the Application and as set forth in Section 3.04(b) unless approved by a resolution adopted by the members of the Agency. All contracts entered into by the Company as agent for the Agency shall include the following language:

> "This contract is being entered into by _____ (the "***Agent***"), as agent for and on behalf of the City of Syracuse Industrial Development Agency (the "***Agency***"), in connection with a certain project of the Agency for the benefit of the Agent consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for use in reconstruction, renovation and/or incorporation and installation in certain premises located at 101-239 North Salina Street, located in the City of Syracuse, New York (the "***Premises***"). The machinery, equipment and building materials (collectively, the "***Equipment***") to be used in the construction and/or incorporated and installed in the Premises shall be exempt from the sales and use taxes levied by the State of New York if the use and/or acquisition of the Equipment is effected in accordance with the terms and conditions set forth in the Project Agreement dated as of May 1, 2025 by and between the Agency and the Company (the "***Project Agreement***"); and the Agent represents that this contract is in compliance with the terms of the

Project Agreement. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor acknowledges and agrees to the terms and conditions set forth is this paragraph."

Failure by the Company and/or any Sub-Agent (as hereinafter defined) thereof to include such language may disqualify the agent status and Sales Tax Exemption derived by virtue of this Project Agreement. The Company, for itself and on behalf of all duly appointed Sub-Agents, hereby agrees that all contacts entered into by the Company and any Sub-Agents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.

Section 3.02. Appointment of Sub-Agents.

(a) Subject to the terms and conditions of this Project Agreement and pursuant to the Resolutions, the Agency hereby delegates to the Company the authority to appoint sub-agents of the Agency in connection with the Project, which may be agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and other parties as the Company chooses (each, a "***Sub-Agent***"). The appointment of each such Sub-Agent will be effective only upon: (1) the execution by the Sub-Agent and the Company of the Sub-Agent Appointment Agreement attached as Exhibit E to the Agency Lease (the "***Sub-Agent Agreement***"), the terms and provisions of which are incorporated herein; (2) the receipt by the Agency of a completed Form ST-60 in accordance with Section 3.04(c) below; and (3) receipt of any required insurance as set forth in the Sub-Agent Agreement.

(b) The Company shall ensure that each Subagent shall observe and comply with the terms and conditions of this Project Agreement.

Section 3.03. Mortgage Recording Tax Exemption. Section 874 of the Act exempts the Agency from paying certain mortgage recording taxes except for the portion of the mortgage recording tax allocated to transportation districts referenced in Section 253(2)(a) of the New York State Real Property Tax Law. The Agency hereby grants to the Company exemption from mortgage recording taxes for one or more mortgages in the approximate amount of **$98,968** based on the Company's Application in connection with the financing of the Project and any future financing, refinancing or permanent financing of the costs of the Project (the "***Mortgage Recording Tax Exemption***"). The Company represents and warrants (1) that the Land encumbered by the Mortgage is located within the transportation district referenced in Section 253(2)(a) of the New York State Real Property Tax Law, and (2) that upon recording the Mortgage, the Company shall pay the mortgage recording tax allocated to transportation districts referenced in Section 253(a)(2) of the New York State Real Property Tax Law.

Section 3.04. Representations and Covenants of the Company.

(a) The Company hereby incorporates acknowledges and restates its representations, covenants and warranties made in the Amended and Restated Agency Lease, including but not limited to Section 8.12. Subject to the provisions thereof and hereof, in the event

that the Company or any Subagent shall utilize the Sales Tax Exemption in violation of the provisions of this Project Agreement, the Company shall promptly deliver notice of same to the Agency, and the Company shall, upon demand by the Agency, pay to or at the direction of the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales tax savings together with interest at the rate of twelve percent (12%) per annum compounded daily from the date and with respect to the dollar amount for which each such unauthorized Sales Tax Exemption was availed of by the Company or any Subagent (as applicable).

(b) The Company further covenants and agrees that the purchase of goods and services relating to the Phase 1 Project that were subject to State and local sales and use taxes were estimated in the amount up to **$5,443,600**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency could not exceed **$435,488**. The Company hereby affirms that the Phase 1 Project has been completed and they are no longer entitled to utilize State and local sales and use tax exemptions associated with purchases related to the Phase 1 Project.

The Company further covenants and agrees that the purchase of goods and services relating to the Phase 2 Project that were subject to State and local sales and use taxes are estimated in the amount up to **$8,100,000**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **$648,000**.

(c) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (Form ST-60) for itself and each Sub-Agent and to provide said form to the Agency within fifteen (15) days of appointment such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(d) The Company further acknowledges and agrees that all purchases made in furtherance of the Phase 2 Project by the Company and any Sub-Agent shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (Form ST-123, a copy of which is attached hereto at **Exhibit "B"**, and it shall be the responsibility of the Company and the Sub-Agent, as the case may be, (and not the Agency) to complete Form ST-123. The Company acknowledges and agrees that it shall identify the Phase 2 Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Phase 2 Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill of invoice should state, "I, [NAME OF AGENT], certify that I am a duly appointed agent of the City of Syracuse Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my Project Agreement with the City of Syracuse Industrial Development Agency." The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Phase 2 Project on each bill and invoice: 101 NORTH SALINA ST, LLC – THE POST APARTMENTS PROJECT, 101-239 North Salina Street, IDA PROJECT NUMBER: 3102-2503.

(e) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance an "Annual Report of Sales and Use Tax

Exemptions" (Form ST-340), a copy of which is attached hereto at **Exhibit "C"**, regarding the value of sales and use tax exemptions the Company and its Sub-Agents have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with Section 874(8) of the Act. The Company further covenants and agrees that it will, within thirty (30) days of each filing, provide a copy of their filed ST-340 to the Agency, but in no event later than March 29 of each year. The Company understands and agrees that the failure to file such annual statement will result in the removal of: (1) the Company's authority to act as agents for the Agency; and (2) the authority of any Sub-Agent of the Agency appointed by the Company pursuant to Section 3.02 hereof to act as agent for the Agency. **Please note, the Company is to report only the Sales Tax Exemption derived as a result of the Agency's participation in the Project and not those received as a result of other available State exemptions. For the avoidance of doubt, other State exemptions, which the Company should not report on its NYS Form ST-340, include, but are not limited to, exemptions available to certain manufacturers or those exemptions that apply to capital improvements.**

(f) By execution by the Company of this Project Agreement, the Company agrees to accept the terms hereof and represents and warrants to the Agency that the use of the Sales Tax Exemption by the Company or by any Agent is strictly for the purposes stated herein.

(g) The Company acknowledges and agrees that the Agency shall not be liable, either directly or indirectly or contingently, upon any contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(h) The Company acknowledges that the Sales Tax Exemption authorization set forth herein shall automatically be suspended upon written notice to the Company that the Company is in default under this Project Agreement (or other Company Document) until such default is cured to the satisfaction of the Agency.

(i) The Company acknowledges that upon the Completion Date, the Company and each Agent shall cease being agents of the Agency, and the Company shall immediately notify each Agent in writing of such termination.

(j) **The Company hereby acknowledges and agrees that the Financial Assistance being provided by the Agency under the Company Documents constitutes "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Agreement, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project.**

Section 3.05. Hold Harmless Provisions.

(a) The Company releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents

(other than the Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to: (1) liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Project Facility; (2) liability arising from or expense incurred by the Agency's acquiring, reconstructing, renovation, equipping, installing, owning, leasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Project Agreement or the enforcement of or defense of validity of any provision of this Project Agreement; (3) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Sections 3.01 and 3.02 hereof; and (4) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions that may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the gross negligence or intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against the Agency or its members, officers, agents (other than the Company) or employees by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(c) To effectuate the provisions of this Section 3.05, the Company agrees to provide for and insure, in the liability policies required by Section 3.06 of this Project Agreement, its liabilities assumed pursuant to this Section 3.05.

(d) Notwithstanding any other provisions of this Project Agreement, the obligations of the Company pursuant to this Section 3.05 shall remain in full force and effect after the termination of this Project Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than the Company) or employees, relating thereto.

(e) The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent (other than the Company), employee or servant of the Agency in his individual capacity, and the

members, officers, agents (other than the Company), employees and servants of the Agency shall not be liable personally hereon or be subject to any personal liability of accountability based upon or in respect hereof or of any transaction contemplated hereby.

Section 3.06. Insurance Required.

(a) The Company agrees that it shall at all times maintain all insurance required under the Agency Lease as if such terms were set forth herein.

(b) The Company agrees that it shall cause its general contractor for the Project to maintain, effective as of the date of its Sub-Agent Agreement until the expiration or termination of the general contractor's employment by the Company, or its designee, with respect to the Project Facility, all of the same insurance with respect to the Project Facility, as set forth in Article 6 of the Amended and Restated Agency Lease as if the general contractor were the Company thereunder. The Company further agrees that it shall cause its general contractor for the Project to comply and abide, effective as of the date of the Sub-Agent Agreement and until the expiration or termination of the general contractor's employment by the Company, or its designee, with respect to the Project Facility, with all of the terms and conditions set forth in Article 6 of the Amended and Restated Agency Lease with respect to the type, nature and proof of insurance required thereunder.

ARTICLE IV
COMMITMENTS AND REPORTING

Section 4.01. Compliance Commitments. The Company agrees and covenants that it shall meet and maintain the commitments set forth in (a) and (b) below, and report on same as provided for herein, and with respect to (a) beginning in the first year following the respective Completion Date of the Project and continuing for the Term (as defined herein) hereof and with respect to (b) shall report quarterly starting the first quarter following the Closing Date in accordance herewith. The reporting of, and the commitment to, each of (a), (b) and (c) below shall continue for the Term hereof:

(a) The total investment actually made with respect to the Phase 1 Project at the Phase 1 Project's Completion Date shall equal or exceed **$19,115,532**, being the total project cost as stated in the Company's Original Application for the Phase 1 Financial Assistance (the "***Original Investment Commitment***").

(b) The total investment actually made with respect to the Phase 2 Project at the Phase 2 Project's Completion Date shall equal or exceed **$17,594,326**, being the total project cost as stated in the Company's Application for the Phase 2 Financial Assistance (the "***Investment Commitment***").

(c) There were 197 full time equivalent ("***FTE***") employees retained by the Phase 1 Project Facility as of the date of the Original Application for Financial Assistance (the "***Baseline FTE***"). The Company agreed to maintain, as of the first year in which the Original Financial Assistance was claimed and/or provided the Baseline FTE. The Company's Original Application estimated the creation of forty-one (41) new FTEs (the "***New FTEs***") at the Phase 1

Project Facility within the first five (5) years following the Phase 1 Completion Date of the Phase 1 Project Facility. The Company covenanted and agreed to create the New FTEs set forth in the first five (5) years following completion of the Phase 1 Project Facility as of and in the years set forth in the Original Application. The Company shall be required to meet and maintain all of the foregoing employment commitments during the Term (as defined in Section 1.04 above) hereof (the "***Employment Commitment***").

(d) The Company shall report, in accordance with the Agency's Project Approval Policy and the Agency Lease, information relative to construction jobs and MWBE hiring with respect to the construction of the Project (the "***Hiring Commitments***"). Hiring Commitments shall be reported quarterly using the forms attached at **Exhibit "D"**.

(e) The Company shall annually provide to the Agency certain information to confirm that the Project is achieving the investment, job retention, job creation, and other objectives of the Project for the Term hereof (the "***Reporting Commitment***").

Section 4.02. Reporting Requirement.

(a) As part of the commitments set forth in Section 4.01, the Company shall provide the Agency annually a certified statement and supporting documentation as more fully set forth on **Exhibit "D"** attached hereto relative to the Project, as well as quarterly reports with respect to the Hiring Commitments on the forms also provided at **Exhibit "D"** attached hereto. The Agency reserves the right to modify such forms to require additional information that the Agency must have in order to comply with its reporting requirements under the Act and/or its policies and to request such information more frequently than annually and/or quarterly, as applicable.

(b) In addition to the foregoing, the Company shall submit a copy of quarterly NYS-45 reports, a copy of which is attached hereto at **Exhibit "E"**, and any other reports required by the Agency to evidence the employment commitment.

ARTICLE V
SUSPENSION, DISCONTINUATION, RECAPTURE AND/OR TERMINATION OF FINANCIAL ASSISTANCE

Section 5.01. Suspension, Discontinuation, Recapture and/or Termination of Financial Assistance. It is understood and agreed by the Parties that the Agency is entering into the Company Lease, the Agency Lease, the PILOT Agreement and this Project Agreement in order to ensure the completion of the Project and provide Financial Assistance to the Company for the Project Facility and to accomplish the public purposes of the Act.

(a) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, this Project Agreement, the Agency Lease and the Resolutions, the Company covenants and agrees that it is subject to recapture of all State sales and use tax exemption benefits if:

(1) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Project are not entitled to the State sales and use tax exemption benefits; or

(2) the State sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its Subagents, if any; or

(3) the State sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) the Project has failed to comply with a material term or condition to use the property or services in the manner required by any project document between the Company and the Agency.

Each of the foregoing four events are hereinafter referred to as a "***State-Mandated Recapture Event***". The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency's attention, whether a State-Mandated Recapture Event has occurred.

(b) In addition to Section 5.01(a), in accordance with the policies of the Agency and the Resolutions, the Company covenants and agrees that the Agency shall have the right to suspend, discontinue, recapture or terminate all or any portion of any Financial Assistance to the extent any of the following occur (each a "***Deficit***"):

(1) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a "***Local Sales Tax Benefit Violation***");

(2) failure to meet the Hiring Commitments;

(3) the Company, upon completion of the project, fails to meet the Investment Commitment ("***Investment Deficit***");

(4) the Company fails to meet or maintain the AMI Restrictions;

(5) the Company fails to provide annually to the Agency certain information to confirm that the Project is achieving the investment, job retention, job creation, local hiring, MWBE requirements and other objectives of the Project ("***Reporting Failure***"); or

(6) the Company closes the Project Facility or has a significant change in the nature/type of business conducted thereat; or

(7) there otherwise occurs any event of default under any Company Document (each, an "***Event of Default***") or a material violation of the terms and conditions of any Company Document (a "***Material Violation***"); or

(8) a default under any of the Agency's published policies in effect on the date hereof.

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency's attention, whether a Deficit has occurred (a "***Noncompliance Event***"). Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event, the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance in accordance with the terms hereof, the Amended and Restated Agency Lease, as well as its Recapture Policy; and shall consider the following criteria in determining whether to proceed to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance:

i. Whether the Company has proceeded in good faith.

ii. Whether the Project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the Company.

iii. Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance would create a more adverse situation for the Company, such as the Company going out of business or declaring bankruptcy, which would not occur if the Agency's rights were not exercised.

iv. Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance would create an adverse situation for the residents of the City of Syracuse.

v. The assessment prepared in accordance with the Agency's Annual Assessment Policy.

vi. Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance (the "***Determination***"). The Determination shall provide terms, if any, by which the Company may remedy any Noncompliance Event upon which the Determination was based. The Company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume Financial Assistance to the Company (which will be at the Agency's sole discretion).

(c) If a State-Mandated Recapture Event occurs or the Agency makes a Determination, the Company agrees and covenants that it will: (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company; and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the State sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

(d) In the event any payment owing by the Company under this Section shall not be paid upon demand of the Agency, such payment shall bear interest from the date of such demand at the rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(e) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including, without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Section from amounts received by the Agency pursuant to this Section.

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.01. Event of Default.

(a) A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Project Agreement or any other Company Document, including but not limited to, the Company's ongoing reporting obligations hereunder;

(b) The Company has made a materially false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(c) Failure of the Company to file a copy of the Form ST-340 with the Agency in compliance with Section 3.04(d) hereof; or

(d) The occurrence and continuation of a Recapture Event.

Section 6.02 Remedies. Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(e) Cease performing under this Project Agreement;

(f) Terminate this Project Agreement any of the other Company Documents; and/or

(g) Take any other action at law or in equity, which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder or under any of the other Company Documents, including but not limited to recapture of financial assistance provided.

Section 6.03 Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Project Agreement or now or hereafter exiting at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VI it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Project Agreement.

Section 6.04 Agreement to Pay Attorneys' Fees and Expenses. By executing this Project Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency (a) for legal services including, but not limited to, those provided by the Agency's general counsel and bond/transaction counsel; (b) for other consultants retained by the Agency, if any, in connection with the Project; and (c) with respect to the Agency's enforcement of any event of default or failure to comply with the terms of this Project Agreement (including reasonable attorneys fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Survival. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Project Agreement to the Agency regardless of any investigation made by the Agency. The obligations of the Company to repay, defend and/or provide the indemnity required by Section 3.05 hereof shall survive the termination of the Agency's interest in the Project Facility until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency or its officers, members, agents (other than the Company) or employees relating thereto; and all such payments after such termination shall be made upon demand of the party to whom such payment is due. The obligations of the Company pursuant to Article IV hereunder

shall survive the Agency's interest in the Project Facility, and for the avoidance of doubt, the Agency's rights and Company's obligations under Article V and Section 6.04 shall survive the termination of the Agency's interest in the Project Facility.

Section 7.02. Notices. All notices, certificates and other communications under this Project Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, postage prepaid, return receipt requested, or by overnight delivery service, addressed as follows:

If to the Agency:	City of Syracuse Industrial Development Agency One Park Place 300 South State Street, Suite 700 Syracuse, New York 13202 Attn: Chair
With a copy to:	Corporation Counsel City of Syracuse 233 East Washington Street Syracuse, New York 13202 and Bousquet Holstein PLLC One Lincoln Center 110 West Fayette Street, Suite 1000 Syracuse, New York 13202 Attn: Susan R. Katzoff, Esq.
If to the Company:	101 North Salina St, LLC 101 North Salina Street, Suite 100 Syracuse, New York 13202 Attn: David Nutting, Member
With a copy to:	Bond, Schoeneck & King PLLC One Lincoln Center Syracuse, New York 13202-1355 Attn: Paul W. Reichel, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when received or delivery of same is refused by the recipient or personally delivered in the manner provided in this Section.

Section 7.03. Amendments. No amendment, change, modification, alteration or termination of this Project Agreement shall be made except in writing upon the written consent of

the Company and the Agency.

Section 7.04. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Project Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Project Agreement or any part thereof.

Section 7.05. Counterparts. This Project Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 7.06. Governing Law. This Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Onondaga County, New York.

Section 7.07. Section Headings. The headings of the several Sections in this Project Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Project Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

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

DAVID C. NUTTING, being first duly sworn, deposes and says:

1. That I am a Member of 101 North Salina St Manager, LLC, the Manager of 101 North Salina St, LLC, and that I am duly authorized on behalf of the Company to bind the Company and to execute this Project Agreement.

2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

_____
(Signature of Officer)

Subscribed and affirmed to me
under penalties of perjury
this ___ day of May, 2025.

_____
(Notary Public)

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

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

DAVID C. NUTTING, being first duly sworn, deposes and says:

1. That I am a Member of 101 North Salina St Manager, LLC, the Manager of 101 North Salina St, LLC, and that I am duly authorized on behalf of the Company to bind the Company and to execute this Project Agreement.

2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

_____
(Signature of Officer)

Subscribed and affirmed to me
under penalties of perjury
this 14 day of May, 2025.

_____
(Notary Public)

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2028

EXHIBIT A

Executed Copy of PILOT Agreement

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

101 NORTH SALINA ST, LLC

AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: May 1, 2025

101 North Salina St, LLC

Federal Tax ID #: 81-4986246

THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT, (the "***PILOT Agreement***") dated and effective as of May 1, 2025 (the "***Effective Date***"), amends and restates in its entirety, as of the effective date hereof, that certain Payment in Lieu of Tax Agreement dated as of December 1, 2021, as previously amended pursuant to a First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original PILOT Agreement***"), each by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "***Agency***"), having an office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 and **101 NORTH SALINA ST, LLC**, a limited liability company organized under the laws of the State of New York, authorized in the State of New York, with offices at 101 North Salina Street, Suite 100, Syracuse, New York 13202 (hereinafter referred to as the "***Company***").

W I T N E S S E T H:

WHEREAS, the New York State Industrial Development Agency Act, being Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended (hereinafter referred to as the "***Enabling Act***") authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among others, manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to issue its bonds or notes for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds or notes, to mortgage any or all of its facilities and to pledge the revenues and receipts therefrom to the payment of such bonds or notes; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 641 of the 1979 Laws of the State of New York, as amended (said chapter and the Enabling Act being hereinafter collectively referred to as the "***Act***") created the Agency for the benefit of the City of Syracuse (hereinafter referred to as the "***Municipality***") and the inhabitants thereof; and

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 200,000 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately

35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 1 Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Phase 1 Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution dated February 25, 2025 agreed, at the request of the Company to undertake the second phase of the project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 2 Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, for purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be

collectively referred to as the "***Financial Assistance***"; and

WHEREAS, the Agency will obtain and/or retain an interest in the Land and Facility from the Company, the current owner of the Land and the Facility, which previously leased the Land and the Facility to the Agency pursuant to a company lease agreement dated as of December 1, 2021, as amended by that certain First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original Company Lease***"), as further amended and restated pursuant to that certain amended and restated company lease agreement dated as of May 1, 2025 (collectively, with the Original Company Lease, the "***Company Lease***"), all by and among the Company and the Agency; and

WHEREAS, the Agency has or will obtain an interest in the Equipment pursuant to one or more bills of sale dated as of December 1, 2021 and as of May 1, 2025 from the Company (collectively, the "***Bill of Sale***"), and the Agency subleased the Project Facility back to the Company pursuant to that certain agency lease agreement dated as of December 1, 2021, as amended by that certain First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original Agency Lease***"), as further amended and restated pursuant to that certain amended and restated agency lease agreement dated as of May 1, 2025 (collectively, with the Original Agency Lease, the "***Agency Lease***"), all by and between the Company and the Agency (the Company Lease, the Bill of Sale and the Agency Lease are hereinafter collectively referred to as the "***Lease Agreements***"); and

WHEREAS, under the present provisions of the Act, and Section 412-a of the Real Property Tax Law of the State of New York, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, as part of the Phase 1 Financial Assistance, the Agency and the Company entered into the Original PILOT Agreement which contained an abatement schedule for the Phase 1 Project. As part of the Phase 2 Financial Assistance, at the Company's request, the Agency agreed to amend the Original PILOT Agreement and the associated abatement schedule set forth at Exhibit A to the Original PILOT Agreement to provide for additional tax abatements related to the Phase 2 Project improvements as set forth in this PILOT Agreement. The amended PILOT abatement schedule reflecting payments for both the Phase 1 Project and the Phase 2 Project is attached hereto at ***Exhibit "A"*** (the "***Amended Abatement Schedule***"). The abatement period for the Phase 1 Project has not changed in duration. The duration of the Phase 2 Project abatement schedule is ten (10) years.

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.00 Recitals.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

Section 1.01. Representations and Warranties by Agency

The Agency does hereby represent and warrant as follows:

(a) Existence and Power. The Agency has been duly established under the provisions of the Act and has the power to enter into the transactions contemplated by this PILOT Agreement and to carry out its obligations hereunder.

(b) Intentions. The Agency intends to acquire a leasehold interest in the Project Facility from the Company and to sublease the Project Facility back to the Company, all pursuant to the provisions of the Lease Agreements.

(c) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State of New York to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this PILOT Agreement and the consummation of the transactions herein contemplated.

(d) Validity. The Agency is not prohibited from entering into this PILOT Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound, and this PILOT Agreement is a legal, valid and binding obligation of the Agency enforceable in accordance with its terms.

Section 1.02. Representations and Warranties by Company

The Company does hereby represent and warrant as follows:

(a) Existence. The Company is a New York limited liability company duly organized, validly existing and in good standing under the laws of the State of New York.

(b) Authorization. The Company is authorized and has the power under the laws of the State of New York to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. The Company has duly authorized the execution, delivery and performance of the Lease Agreements, this PILOT Agreement, and the other Company Documents (as that term is defined in the Agency Lease), and the consummation of the transactions therein and

herein contemplated. The Company is not prohibited from entering into this PILOT Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by (and the execution, delivery and performance of this PILOT Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this PILOT Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Certificate of Formation, Operating Agreement or any other restriction or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement will neither be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, nor result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this PILOT Agreement is a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(c) Title. The Company has valid and marketable fee title to the Project Facility, free and clear of all liens and encumbrances except for Permitted Encumbrances (as defined in the Lease Agreements).

(d) Governmental Consent. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this PILOT Agreement by the Company or as a condition to the validity of this PILOT Agreement.

(e) No Default. There is no uncured event of default existing under the Original PILOT Agreement or any other Company Document with respect to all or any portion of the Project Facility, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

ARTICLE II
COVENANTS AND AGREEMENTS

Section 2.01. Tax-Exempt Status of the Project Facility

(a) Assessment of the Project Facility. Pursuant to the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of ownership or control of the Project Facility by the Agency, and for so long thereafter as the Agency shall own or control the Project Facility, the Project Facility shall be entitled to an exemption upon the first available assessment roll of the Municipality prepared subsequent to the acquisition by the Agency of ownership or control of the Project Facility. The time of commencement of the Agency's exemption shall be controlled by the Municipality's taxable status date, in conformity with Section 412-a of the Real Property Tax Law. The Company will be required to pay to the Municipality all taxes and assessments lawfully levied and/or assessed against the Project Facility, in spite of the Agency's actual ownership or control of the Project Facility, until the Project Facility shall be entitled to exempt status

on the tax roll of the Municipality.

(b) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. The Company will be required at all times to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

Section 2.02. Payments in Lieu of Taxes

(a) Agreement to Make Payments. The Company agrees that it shall make periodic payments in lieu of real property taxes in the amounts hereinafter provided. The said payments due to the Agency hereunder shall be paid by the Company, to the Municipality, on behalf of the Agency, by check made payable to "*Commissioner of Finance*". The Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the pro rata portion of each payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act in proportion to the amount of real property tax and other taxes which would have been received by each affected taxing jurisdiction had the Project not been tax exempt due to the involvement of the Agency in the Project. The obligation of the Company to make the first payment under the Amended Abatement Schedule attached hereto at Exhibit "A", shall commence on July 1, 2025.

(b) Amount of Payments in Lieu of Taxes. Unless otherwise stated, the Company's agreed upon annual payment in lieu of tax hereunder shall be an amount determined by reference to **Exhibit "A"**, attached hereto and made a part hereof. The payments in lieu of tax due, as set forth in **Exhibit "A"**, include any real property tax exemptions that might be afforded to the Company if the Project Facility were owned by the Company and not the Agency. As consideration for the benefits conferred on the Company pursuant to this PILOT Agreement, the Company hereby agrees to be bound by any determination by the City of Syracuse Board of Assessment Review resulting from a review of the assessment pertaining to the Project Facility and/or Additional Property throughout the term of this PILOT Agreement. The Company hereby agrees to waive any and all right to challenge or contest in a court of law (a "***Legal Challenge***"), those payments or the basis for those payments due pursuant to **Exhibit "A**." It shall also be an event of default under Article IV of this PILOT Agreement should the Company bring a Legal Challenge on the Project Facility and/or Additional Property. For purposes of clarity, the parties acknowledge that, in the event any modifications or improvements to the Facility are subject to real property taxation pursuant to Section 5.4(c) of the Agency Lease, the Company shall have the right to challenge the assessment pertaining to such modifications or improvements.

(c) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Facilities, or any new or additional building shall be constructed on the real property described in **Exhibit "B"** that is in addition to the Facilities (such structural additions and additional buildings being hereinafter referred to as "***Additional Property***"), the Company agrees to make additional periodic payments in lieu of real property taxes (such additional payments being hereinafter collectively referred to as "***Additional Payments***") to the Municipality on behalf of the Agency with respect to such Additional Property.

Such Additional Payments shall be computed as follows:

By multiplying (1) the value placed on such Additional Property, as value is determined by the Municipality's assessor by (2) the tax rate or rates of the Municipality that would be applicable to such Additional Property if such Additional Property were owned or controlled by the Company and not the Agency; and (3) then reducing the amount so determined by the amounts of any properly acquired tax exemptions that would be afforded to the Company by the Municipality for such Additional Property as if it was owned or controlled by the Company and not the Agency.

(d) Revaluation. In the event of a real property assessment revaluation by the Municipality, the Company shall continue to make its payments in accordance with this PILOT Agreement; however, in the event that **Exhibit "A"** is no longer in effect, but payments are still being made hereunder for any reason, (including, but not limited to, the Agency still having an interest in the Project Facility), and would be effected by revaluation, each year's payments subsequent to such revaluation shall be adjusted to properly reflect revaluation, it being the intent of the parties that the level of payments following revaluation shall be equal to those payments contemplated by this PILOT Agreement.

(e) Damage or Destruction. In the event that all or substantially all of the Project Facility is damaged or destroyed, the Company shall continue to make the payments required by this PILOT Agreement for as long as the Agency shall own or control the Project Facility, without regard to such damage or destruction.

(f) Time of Payments. The Company agrees to pay the amounts due the Agency hereunder to the Municipality for each year of this PILOT Agreement, within the period that the Municipality allows payment of taxes levied in such calendar year without penalty. The Company shall be entitled to receive receipts from the Municipality for such payments.

(g) Method of Payment. All payments by the Company hereunder shall be paid to the Municipality in lawful money of the United States of America, cash, money order or check.

Section 2.03. PILOT Statements

The Municipality and/or the Agency shall submit to the Company written semi-annual statements specifying the amount and due date or dates of any payments due to the Agency hereunder. Each semi-annual PILOT statement shall be submitted to the Company at the same time that tax statements/bills are mailed by the Municipality to the owners of privately owned property. Failure to receive a PILOT statement shall not relieve the Company of its obligation to make all payments provided for hereunder. If, for any reason, the Company does not receive an appropriate PILOT Statement, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Municipality and the Agency and to have such a statement issued, and thereafter to make payment of the same no later than the due dates provided herein.

Section 2.04. Obligations of Agency

Requirement that Mortgagees Subordinate to Payments. The Agency and the Company agree

that any mortgages on the Project Facility, given by either of them, shall provide that the rights of the mortgagees thereunder shall be subordinate to this PILOT Agreement and to the right of the Municipality to receive payments in lieu of taxes pursuant to Article II hereof.

Section 2.05. Company to Furnish Information

The Company agrees to promptly comply with the reporting and information requirements of the Agency and the Act, and to promptly furnish the applicable information required or requested by the Agency and/or the State of New York. The Company further agrees to assist the Agency with the preparation of any reports, or answer any inquiries, required by the State of New York in connection with the Act or the Agency's participation in the Project.

Section 2.06. Interest

(a) Agreement to Pay Interest on Missed Payments. If the Company shall fail to make any payment required by this PILOT Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have been made in full, and the Company shall pay the same together with interest thereon, to the extent permitted by law, at the greater of: **(i) eighteen per cent (18%) per annum; or (ii) the rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.**

(b) Maximum Legal Rate. It is the intent of the Agency, the Municipality, and Company that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (the "***Maximum Legal Rate***"). Solely to the extent necessary to prevent interest under this PILOT Agreement from exceeding the Maximum Legal Rate, any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically canceled, and, if received by the Agency or Municipality, shall be refunded to the Company.

ARTICLE III
LIMITED OBLIGATION OF THE AGENCY

Section 3.01. No Recourse; Limited Obligation of the Agency

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based on or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, director, officer, agent, servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this PILOT Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement. It is expressly understood that this PILOT Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such

member, director, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, director, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the Municipality, and neither the State of New York nor the Municipality shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project.

(c) Further Limitation. Notwithstanding any provision of this PILOT Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (i) the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is expected to result in the incurrence by the Agency (or any of its members, directors, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV
EVENTS OF DEFAULT

Section 4.01. Events of Default

Any one or more of the following events shall constitute an event of default under this PILOT Agreement, and the terms "***Event of Default***" or "***Default***" shall mean, whenever they are used in this PILOT Agreement, any one or more of the following events:

(a) Failure of the Company to pay any amount due and payable by it pursuant to this PILOT Agreement, the Lease Agreements or the Company Documents.

(b) Commencement by the Company of a Legal Challenge, as defined in Section 2.02(b), to those payments or the basis for those payments due pursuant to **Exhibit "A**."

(c) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed under this PILOT Agreement (other than as referred to in paragraph (a) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure hereunder, or under the Lease Agreements, or any other Company Document, and the continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(e) Any warranty, representation or other statement by or on behalf of the Company contained in this PILOT Agreement or the Lease Agreements shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this PILOT Agreement or the Lease Agreements.

(f) The Company violates any federal, state or local environmental law or allows or causes any Hazardous Materials (as Hazardous Materials is defined and described in any federal, state or local law) to be released at, on, to, into or from the Project Facility, except as permitted by the Lease Agreements or within the terms and conditions of a permit, certificate, license or other written approval of an authorized governmental body, and fails to remedy such violation within thirty (30) days; or if such failure cannot be cured within thirty (30) days, fails to commence a cure within thirty (30) days and thereafter diligently prosecute the cure thereof.

(g) The occurrence of any Event of Default or Default under this PILOT Agreement, the Lease Agreements or any other Company Documents.

(h) Failure of the Company to commence and complete the Project Facility on or before the Completion Date as set forth in the Agency Lease.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this PILOT Agreement, and/or the Company shall be in default under the Lease Agreements or any Company Document, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this PILOT Agreement, the Lease Agreements and/or the Company Documents. Notwithstanding anything herein to the contrary, if the Lease Agreements are terminated for any reason, this PILOT Agreement shall automatically terminate without any further notice or action required hereunder and the Project Facility shall immediately become taxable and revert to the tax roll.

The payment schedule contained in **Exhibit "A"** is for the benefit of the Company and its Project Facility. In the event that the Company defaults hereunder, and the Lease Agreements cannot be terminated, and/or the Agency's participation in the Project and this PILOT Agreement is not or cannot be terminated, the Company, or any assignee, or successor shall no longer be entitled to make payments under this PILOT Agreement pursuant to **Exhibit "A"**. In such an event, payments shall be made hereunder, for any remaining term of this PILOT Agreement, as if the Project Facility was privately owned and assessed and without any further regard to **Exhibit "A"**.

Section 4.03. Recording of Lease Terminations and Other Documents

Whenever any Event of Default under Sections 4.01 shall have occurred and be continuing with respect to this PILOT Agreement or the Lease Agreements, the Agency may, upon notice to the

Company provided for in this PILOT Agreement or the Lease Agreements, if any, terminate the Lease Agreements and record such termination or other necessary documents in the Onondaga County Clerk's Office, terminating the Agency's interest in the Project Facility thereby terminating this PILOT Agreement.

The recording of such a termination and any other documentation shall constitute delivery to, and acceptance of such, by the Company. In order to facilitate such a termination, the Company hereby appoints the Chair or the Vice Chair of the Agency as its agent for the purpose of executing and delivering all documents necessary to allow such termination by the Agency.

In the event that the Lease Agreements, for any reason, are extended by their terms, or for any reason this PILOT Agreement expires or terminates, but the Agency retains an interest or remains in title to the Project Facility, the Company shall continue to make payments in lieu of taxes to the Municipality, on behalf of the Agency, for as long as the Agency retains an interest in, or remains in title to, the Project Facility in accordance with **Exhibit "A"**. Those payments shall be the equivalent of the real property taxes that would be due on the Project Facility if it were owned by the Company and the Agency had no interest therein. It is the intention of the parties hereto, that for so long as the Agency shall possess title to, or an interest in, the Property, the Company, or any permitted successors or assigns, shall make payments in lieu of taxes to the Municipality, on behalf of the Agency, that are either based upon **Exhibit "A"**, or if **Exhibit "A"** is no longer applicable for any reason, are the equivalent of the real property taxes that would be due and owing if the Project Facility were privately owned and the Agency had no interest therein.

Section 4.04. Payment of Attorney's Fees and Expenses

If the Company should default in performing any of its obligations, covenants and agreements under this PILOT Agreement and the Agency or the Municipality should employ attorneys (whether in-house or outside counsel) or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency and/or the Municipality the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

Furthermore, should the Company bring a Legal Challenge on the Project Facility and/or Additional Property during the term of this PILOT Agreement, and the Agency and/or the Municipality waives its right to declare a default under this PILOT Agreement in regard to such Legal Challenge, or such Legal Challenge is determined not to be a default of this PILOT Agreement by any Court of competent jurisdiction, the Company agrees that in the event that the Company is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency

is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this PILOT Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this PILOT Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this PILOT Agreement.

(d) No Waiver. In the event any provision contained in this PILOT Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing.

(e) Recapture. Seek to recover all or some of the Recapture Amount in accordance with the Agency's Recapture Policy, the Agency Lease, the Project Agreement and this PILOT Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this PILOT Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Agency Lease Agreement; or (iii) upon the expiration on **June 30, 2037**, of the PILOT Schedule set forth in **Exhibit "A"** hereto. In the event of a termination of the Agency's interest in the Project Facility, the Company's payments due hereunder shall be pro-rated to the extent necessary to allow the Municipality to issue a supplemental PILOT Statement based upon the Agency's transfer of ownership or control of the Project Facility to the Company, and the loss of the Agency's tax exemption on the said Project Facility.

(b) Conflict. In the event of a conflict between this PILOT Agreement or any of its terms on the one hand, and the Lease Agreements or any other Project documents on the other hand, the provisions most favorable to the Agency shall govern. The Agency and the Company agree that the Agency's participation in this PILOT Agreement is for the benefit of the Company and that the Municipality must receive payments from the Company hereunder, during the entire term of this PILOT Agreement and/or the Agency's ownership or control of the Project Facility.

Section 5.02. Company Acts

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

Section 5.03. Amendment of Agreement

This Agreement may not be amended, changed, modified or altered unless such amendment, change, modification or alteration is in writing and signed by the Agency and the Company.

Section 5.04. Notices

All notices, certificates or other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) To the Agency:
City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attention: Chair

With a copy to:
Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

And to:
Corporation Counsel
City of Syracuse
233 East Washington Street, Room 300
Syracuse, New York 13202

(b) To the Company:
101 North Salina St, LLC
101 North Salina Street, Suite 100
Syracuse, New York 13202
Attn: David Nutting, Manager

With a copy to:
Bond, Schoeneck & King PLLC
One Lincoln Center
Syracuse, New York 13202-1355
Attn: Paul W. Reichel, Esq.

The Agency and Company may, by notice given hereunder to each of the others, designate any further or different addresses to which the subsequent notices, certificates or other communications to them shall be sent.

Section 5.05. Binding Effect

This Agreement shall inure to the benefit of, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

Section 5.06. Severability

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 5.07. Counterparts; Electronic Signatures

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Agency to accept electronic signature counterparts in any form or format and (y) the Agency reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this

agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

Section 5.08. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding brought hereunder shall be in the State or Federal Courts located in Onondaga County, New York.

Section 5.09. Assignment

This Agreement may not be assigned by the Company without the prior written consent of the Agency.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and Company have caused this PILOT Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this PILOT Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

IN WITNESS WHEREOF, the Agency and Company have caused this PILOT Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this PILOT Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

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

On this ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 14 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/20 27

Notary Public

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

On this 8th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L McRobbie

Notary Public
LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20[illegible]

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

On the ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

COMBINED PILOT ABATEMENT SCHEDULE
TO THE PILOT AGREEMENT
FOR THE PHASE 1 AND THE PHASE 2 PROJECT

COMBINED Total Annual Payment			
	Schedule A	**Schedule B**	**Total**
Year	*Amount*	*Amount*	*Amount*
July 1, 2022	$149,874.92	$0	$149,874.92
July 1, 2023	$152,872.42	$0	$152,872.42
July 1, 2024	$155,929 .87	$0	$155,929.87
July 1, 2025	$124,212.99	$35,180.06	$159,393.05
July 1, 2026	$126,697.25	$35,883.66	$162,580.91
July 1, 2027	$129,231.20	$36,601.34	$165,832.53
July 1, 2028	$131,815.82	$37,333.36	$169,149.18
July 1, 2029	$134,452.14	$38,080.03	$172,532.17
July 1, 2030	$137,141.18	$38,841.63	$175,982.81
July 1, 2031	$139,884.00	$39,618.46	$179,502.47
July 1, 2032	$170,831.13	$111,860.99	$282,692.13
July 1, 2033	$202,960.20	$186,977.37	$389,937.57
July 1, 2034	$236,306.09	$265,053.67	$501,359.76
July 1, 2035	$264,012.75	$346,178.22*	$610,190.97
July 1, 2036	$298,005.44	$353,101.79*	$651,107.23
Total	**$2,554, 227.40**	**$1,524,710.58**	**$4,078,937.98**

*These years represent the equivalent of full taxes

EXHIBIT "B"

LEGAL DESCRIPTION

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

EXHIBIT "B"

IDA Agent or Project Operator Exempt Purchase Certificate
(Form ST-123)

New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123
(7/14)

This certificate is not valid unless all entries have been completed.
Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel.*

Name of seller	Name of agent or project operator
Street address	Street address
City, town, or village — State — ZIP code	City, town, or village — State — ZIP code
	Agent or project operator sales tax ID number *(see instructions)*

Mark an **X** in one: ☐ Single-purchase certificate ☐ Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA		
Name of project	IDA project number *(use OSC number)*	
Street address of project site		
City, town, or village	State	ZIP code
Enter the date that you were appointed agent or project operator *(mm/dd/yy)* ..... / /	Enter the date that agent or project operator status ends *(mm/dd/yy)* ..... / /	

Exempt purchases

*(Mark an **X** in boxes that apply)*

☐ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project

☐ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project

☐ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative *(include title and relationship)*	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter ***N/A***.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: *IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.*

Example 2: *IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in* Example 1. *Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.*

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

A. Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.

B. Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.

C. Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A $50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

EXHIBIT "C"

Annual Report of Sales and Use Tax Exemptions
(Form ST-340)

NEW YORK STATE

Department of Taxation and Finance

Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

ST-340
(1/18)

For period ending December 31, _____ *(enter year)*

Project information

Name of IDA agent/project operator		Employer identification number (EIN)
Street address		Telephone number ( )
City		State ZIP code
Name of IDA	Name of project	IDA project number
Street address of project site		
City		State ZIP code
Date project began	Completion date of project Actual ☐ Expected ☐	
Total sales and use tax exemptions (actual tax savings; **not** total purchases)		$

Representative information *(not required)*

Authorized representative, if any	Title
Street address	Telephone number ( )
City	State ZIP code

Certification

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative	Title of person signing
Signature	Date

If you do not annually file a complete report, **we may remove** your authority to act as an IDA agent/project operator.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Instructions

General information

Who must file

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person **directly** appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operators directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operators should **not** themselves file Form ST-340. However, the agent/project operators must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What you must report

The report must show the **total value** of all state and local **sales and use taxes exempted** during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions the agent/project operator (you) obtained; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

Include only the **total combined** exemptions obtained by the above people. A breakdown of the total is not required. However, since the report must include the value of the exemptions they obtained, you must keep records of the amounts others report to you.

You must make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available, so that you can comply with the annual reporting requirements.

Do not include on this report the amount of any sales and use tax exemptions from other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

When the report is due

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator: Enter your name, address, employer identification number (EIN), and telephone number.

Name of IDA and IDA project number: Enter the name and address of the IDA. If more than one IDA is involved in a particular project, you must file a separate report for the tax exemptions attributable to each IDA. Also enter the ID project number.

Name of project: Enter the name of the project and the address of the project site. If you are involved in more than one project, you must file a separate report for each project, even if authorized by the same IDA.

Date project began: Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Completion date of project: Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended, or the date the project is expected to be completed. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected.

Total sales and use tax exemptions: Enter the total amount of New York State and local sales and use taxes exempted during the reporting period as a result of the project's receipt of IDA financial assistance *(if none, enter 0)*. This includes exemptions obtained at the time of purchase, as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do **not** enter total purchases.

Representative information

If applicable, enter the name, address, title (for example, attorney or accountant), and telephone number of the individual you authorize to submit this report. This section is not required.

Certification

Enter the name and title of the person signing on your behalf (for example, the IDA agent/project operator's officer, employee, or other authorized representative). Your officer, employee, or authorized representative must sign and date the report.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0868

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Need help?

Visit our website at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

EXHIBIT "D"

FORM OF
ANNUAL REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
One Park Place 300 South State Street, 7th Floor Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

Our auditors, _____, CPAs are conducting an audit of our financial statements for the year ended December 31, _____. In connection with that audit, we request that you furnish certain information directly to our auditor with regard to the following security issued by/through the City of Syracuse Industrial Development Agency:

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

Please provide the following information as of December 31, [year]:

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

(If Yes, please update information in Paragraph 1 above)

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: $_____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

Form of Syracuse Industrial Development Agency — Project Jobs Data

[year]

From:

To: , CPAs

Re:

The following jobs information is furnished to you with regard to the above cited project:

A. Job Retention/Creation:

I. Construction Jobs:

Provide the name of your general contractor: _____.

Provide the address (including county) of your general contractor: _____.

Is the general contractor MWBE qualified? _____.

Is the general contractor Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) qualified? _____.

For each contractor and/or sub-contractor, provide the following information for the reporting period:

Bid awarded to (Name/Address/ County*)	Value of contract	MWBE (Yes/No)	MWBE Certified State or City	SDVOBE (Yes/No)	Number of jobs (FTE)	Number FTEs hired for construction residing within City	Number of total FTEs hired for construction

***Must include county and street address**

II. Permanent (non-construction) Jobs:

Number of FTEs retained at the Project prior to date of application: _____.

Number of FTEs created by the Project during the reporting calendar year (*exclusive of construction jobs*): _____.

Of the jobs created by the Project during the reporting year (*exclusive of construction jobs*) identify how many are in each of the following categories:

Professional/Managerial/Technical - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer). **Number of jobs created in reporting year _____.**

Skilled - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise level (examples: electrician, computer operator, administrative assistant, carpenter, sales representative). **Number of jobs created in reporting year _____.**

Unskilled or Semi-Skilled - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk). **Number of jobs created in reporting year _____.**

Identify:

the average annual salary range of the FTEs (*exclusive of construction jobs*) created during the reporting year: $_____.

the total number of jobs (*exclusive of construction jobs*) created by the Project from the date of application through the reporting date: _____.

the total number of jobs (retained and created, *but exclusive of construction jobs*) at the Project from the date of application through the reporting date: _____.

What is the annual average salary range of the FTEs (*exclusive of construction jobs*) created at the Project to date: $_____.

B. Geographical Hiring Data:

1. Construction jobs:

Of the construction jobs created during the reporting period, provide the street addresses and zip codes for the hires (based upon hire's residence).

2. FTEs hired (*exclusive of construction jobs*)

Of the FTE jobs created during the reporting period, provide the zip codes for the hires (based upon hire's residence).

Provide the same information reflecting FTEs hired from the date of application through the reporting date at the Project.
Comments:

_____

_____

_____

_____

_____
Signature

_____
Print Name

_____
Title

_____
Date

FORM OF
QUARTERLY REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: _____ SIDA REPRESENTATIVE: _____

ADDRESS: _____ CONTRACT/PROJECT NAME: _____

TOWN/COUNTY/ZIP: _____ CONTRACT/PROJECT #: _____

CONTACT PERSON: _____ PROJECT START DATE: _____

TELEPHONE: _____ PERCENT COMPLETE: _____

EMAIL: _____ ACTUAL COMPLETION DATE: _____

REPORTING PERIOD: ☐ **Monthly for the Month of:** |

☐ **Quarterly (Check Applicable):**

☐ **Quarter 1** (4/1-6/30) | ☐ **Quarter 2** (7/1-9/30) | ☐ **Quarter 3** (10/1-12/31) | ☐ **Quarter 4** (1/1-3/31)

Attach MWBE and SDVOB payment applications, lien waivers and canceled checks as proof of payment to the identified MWBE's and SDVOB's.

This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$

CERTIFICATION: I, _____ (Print Name), the _____ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ **DATE:** _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

SIDA - City of Syracuse Residency Report

Reporting Period:	Reporting Entity:	Report includes:
O January 1, 2023 - March 31, 2023 O April 1, 2023 - June 30, 2023 O July 1, 2023 - September 30, 2023 O October 1, 2023 - December 31,	O Contractor O Subcontractor Scope of Work:	O Contractor/Subcontractor's total work force

Contractor's Name:	Date:
Contractor's Address:	
Telephone No:	Email Address:

Enter your employee name and address (including zip code)

Name of Employee	Street Address	City	Zip Code

_____, has read the foregoing and affirms, under the penalties of perjury, that: (i) [s]he is the _____ of _____ (the "Company") and has the authority to bind the Company; (ii) [s]he has read the foregoing outlining the MWBE and local hiring statistics for the project located at _____, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete. All of the foregoing is subscribed and affirmed under the penalties of perjury.

_____

[Signature]

EXHIBIT "E"

NYS-45
Quarterly Combined Withholding, Wage, Reporting,
And Unemployment Insurance Return

NYS-45 (1/19)

Quarterly Combined Withholding, Wage Reporting, And Unemployment Insurance Return

41919415

Reference these numbers in all correspondence:

UI Employer registration number

Withholding identification number

Employer legal name:

Mark an **X** in only **one** box to indicate the quarter (a separate return must be completed for each quarter) and enter the year.

1	2	3	4	Y Y
Jan 1 - Mar 31	Apr 1 - Jun 30	July 1 - Sep 30	Oct 1 - Dec 31	Year

Are dependent health insurance benefits available to any employee? ..... Yes ☐ No ☐

If **seasonal employer**, mark an **X** in the box ..... ☐

For office use only
Postmark
Received date
UI SK | AI | EI | WT SK

Number of employees
Enter the number of full-time and part-time covered employees who worked during or received pay for the week that includes the **12th** day of each month.

a. First month	b. Second month	c. Third month

Part A - Unemployment insurance (UI) information

1. Total remuneration paid this quarter	. 00	
2. Remuneration paid this quarter in excess of the UI wage base since January 1 *(see instr.)*	. 00	
3. Wages subject to contribution *(subtract line 2 from line 1)*	. 00	
4. UI contributions due Enter your UI rate ☐ . ☐ %	.	
5. Re-employment service fund *(multiply line 3 × .00075)*	.	
6. UI previously underpaid with interest	.	
7. Total of lines 4, 5, and 6	.	
8. Enter UI previously overpaid	.	
9. **Total UI amounts due** *(if line 7 is greater than line 8, enter difference)*	.	
10. Total UI overpaid *(if line 8 is greater than line 7, enter difference and mark box 11 below)**	.	
11. Apply to outstanding liabilities and/or refund ☐		

Part B - Withholding tax (WT) information

12. New York State tax withheld	.
13. New York City tax withheld	.
14. Yonkers tax withheld	.
15. Total tax withheld *(add lines 12, 13, and 14)*	.
16. WT credit from **previous quarter's** return *(see instr.)*	.
17. Form NYS-1 payments made for quarter	.
18. Total payments *(add lines 16 and 17)*	.
19. **Total WT amount due** *(if line 15 is greater than line 18, enter difference)*	.
20. Total WT overpaid *(if line 18 is greater than line 15, enter difference here and mark an X in 20a or 20b)**	.
20a. Apply to outstanding liabilities and/or refund ☐	**or** 20b. Credit to next quarter withholding tax ☐
21. **Total payment due** *(add lines 9 and 19; make one remittance payable to* **NYS Employment Contributions and Taxes***)*	.

*** An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other.**

Complete Parts D and E on back of form, if required.

Part C – Employee wage and withholding information

Quarterly employee/payee wage reporting and withholding information
*(If more than five employees or if reporting other wages, **do not** make entries in this section; complete Form NYS-45-ATT. **Do not** use negative numbers; see instructions.)*

a Social Security number	b Last name, first name, middle initial	c Total UI remuneration paid this quarter	d Gross federal wages or distribution *(see instructions)*	e Total NYS, NYC, and Yonkers tax withheld
		.		
		.		
		.		
		.		
		.		
Totals *(column c must equal remuneration on line 1; see instructions for exceptions)*		.		

Sign your return: I certify that the information on this return and any attachments is to the best of my knowledge and belief true, correct, and complete.

Signature *(see instructions)*	Signer's name *(please print)*	Title

Date | Telephone number

Withholding identification number

41919422

Part D - Form NYS-1 corrections/additions

Use Part D **only** for corrections/additions for the quarter being reported in Part B of **this** return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete **only** columns c and d. Lines 12 through 15 on the front of this return **must** reflect these corrections/additions.

a **Original** last payroll date reported on Form NYS-1, line A (mmdd)	b **Original** total withheld reported on Form NYS-1, line 4	c **Correct** last payroll date (mmdd)	d **Correct** total withheld
▶	.		.
▶	.		.
▶	.		.
▶	.		.
▶	.		.
▶	.		.

Part E - Change of business information

22. This line is not in use for this quarter.

23. If you **permanently ceased paying wages**, enter the date *(mmddyy)* of the final payroll *(see Note below)* .....

24. If you **sold or transferred all or part of your business**:

- Mark an ***X*** to indicate whether in **whole** ☐ or in **part** ☐
- Enter the date of transfer *(mmddyy)* .....
- Complete the information below about the acquiring entity

Legal name	EIN
Address	

Note: For questions about other changes to your withholding tax account, call the Tax Department at 518-485-6654; for your unemployment insurance account, call the UI Employer Hotline at 1-888-899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl. code
	Preparer's firm name *(or yours, if self-employed)*	Address		Firm's EIN	Telephone number ( )
Payroll service's name				Payroll service's EIN	

Checklist for mailing:

- **File original return and keep a copy for your records.**
- **Complete lines 9 and 19 to ensure proper credit of payment.**
- **Enter your withholding ID number on your remittance.**
- **Make remittance payable to *NYS Employment Contributions and Taxes*.**
- **Enter your telephone number in boxes below your signature.**
- **See *Need help?* on Form NYS-45-I if you need forms or assistance.**

Mail to:

NYS EMPLOYMENT
CONTRIBUTIONS AND TAXES
PO BOX 4119
BINGHAMTON NY 13902-4119

NYS-45 (1/19) (back)

4

101 NORTH SALINA ST, LLC

AND

CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY

AMENDED AND RESTATED COMPANY LEASE AGREEMENT

DATED AS OF MAY 1, 2025

AMENDED AND RESTATED
COMPANY LEASE AGREEMENT

THIS AMENDED AND RESTATED COMPANY LEASE AGREEMENT (the "***Company Lease***"), dated and effective as of May 1, 2025 (the "***Effective Date***"), amends and restates in its entirety, as of the Effective Date hereof, that certain Company Lease Agreement dated as of December 1, 2021, as previously amended pursuant to a First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original Company Lease***"), each by and between **101 NORTH SALINA ST, LLC** (the "***Company***"), a limited liability company organized under the laws of the State of New York with an office at 101 North Salina Street, Suite 100, Syracuse, New York 13202 and **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "***Agency***"), a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York, with an office at One Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202.

W I T N E S S E T H :

WHEREAS, Title 1 of Article 18-A of the New York General Municipal Law (the "***Enabling Act***") was duly enacted into law as Chapter 1030 of the New York Laws of 1969; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, and dispose of land and any buildings or other improvements, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity, and economic welfare of the people of the State of New York and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its properties, to mortgage and pledge any or all of its properties, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created pursuant to and in accordance with the provisions of the Enabling Act by Chapter 641 of the Laws of 1979 of the State of New York (collectively with the Enabling Act, the "***Act***") and is empowered under the Act to undertake the Project (as hereinafter defined); and

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-

08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 1 Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Phase 1 Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Phase 1 Project utilizes an adjacent approximately 24,000 sq. ft. parking lot located at 214 North Salina Street bearing tax parcel ID# 104.-05-07.0 (the "***Lot***"). None of the First Phase Financial Assistance was used to improve the Lot, but because of its integrated use with the Phase 1 Project, the Lot was included as part of the Land; and

WHEREAS, the Company acknowledges its obligation under the Company Documents to insure the Lot and provide all required coverages as set forth in Art. 6 of the Agency Lease and to indemnify and hold the Agency harmless relative to same; and

WHEREAS, by resolutions dated February 25, 2025, the Agency agreed, at the request of the Company to undertake the second phase of the project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 2 Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with

the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, for purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be collectively referred to as the ***"Financial Assistance"***; and

WHEREAS, the Company is the current owner of the Project Facility; and

WHEREAS, the Agency proposes to assist the Company's acquisition, reconstruction, renovation and equipping of the Phase 2 Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing or continuing the appointment of, the Company, or its designee, as its agent with respect to undertaking and completing the Phase 2 Project Facility; (2) continuing a leasehold interest in the Land and Facility from the Company pursuant to the Company Lease and acquiring an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company; and (3) subleasing the Project Facility to the Company pursuant to the Agency Lease; and

WHEREAS, the Agency now proposes to lease, or continue to lease, the Land and Facility from the Company pursuant to the terms and conditions set forth herein; and

WHEREAS, all things necessary to constitute this Company Lease a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Company Lease have, in all respects, been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I
RECITALS AND DEFINITIONS

1.0 RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

1.1 DEFINITIONS.

For all purposes of this Company Lease and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in the Table of Definitions which is attached to the Amended and Restated Agency Lease Agreement dated as of May 1, 2025 between the Agency and the Company (the "***Agency Lease***") as Exhibit "C" thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Company Lease, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Company Lease refer to this Company Lease; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Company Lease;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and

(c) Any certificates, letters, or opinions required to be given pursuant to this Company Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Company Lease.

ARTICLE II
DEMISE; PREMISES; TERM

2.1 DEMISE.

The Company hereby leases to the Agency, and the Agency hereby leases from the Company, the Land and the Facility for the stated term for the rents, covenants and conditions set forth herein subject only to the Permitted Encumbrances.

2.2 DESCRIPTION OF PREMISES LEASED.

The leased premises is the Land and the Facility described in the recitals of this Company Lease and as more fully described on **Exhibit "A"** attached hereto.

2.3 TERM.

The Project is leased for a term which commenced as of December 1, 2021, and shall end on the expiration or earlier termination of the Agency Lease.

2.4 MANDATORY CONVEYANCE.

At the expiration of the term hereof or any extension thereof by mutual agreement, or as otherwise provided in the Agency Lease, this Company Lease shall automatically expire without any further action by the parties hereto. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of leases and bill of sale together with any other documents therewith and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Project, all at the Company's sole cost and expense.

2.5 CONSIDERATION.

The Agency is paying to the Company concurrently with the execution hereof consideration of $1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Company.

2.6 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of New York, has the power to enter into this Company Lease and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Company Lease and the other Company Documents.

(b) This Company Lease and the other Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof do and/or will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(c) The Company has a valid and enforceable fee interest in the Land and the Facility and shall remain and retain such interests for the term of this Company Lease unless otherwise consented to in writing by the Agency.

(d) The Company completed the Phase 1 Project Facility on or before Phase 1 Completion Date; and there is no uncured Event of Default existing under the Original PILOT Agreement, the Original Company Lease, Original Agency Lease or any other Company Document with respect to all or any portion of the Project Facility, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

(e) Neither the execution and delivery of this Company Lease and the other Company Documents, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions thereof will:

(1) Result in a breach of, or conflict with any term or provision in, the Company's Articles of Organization and/or Operating Agreement;

(2) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust indenture, commitment, guaranty or other agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; or

(3) Conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or decree of any Governmental Authority or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company.

(f) So long as the Agency holds an interest in the Project Facility, the Project Facility is and will continue to be a "project" (as such quoted term is defined in the Act), and the Company will not take any action (or omit to take any action required by the Company Documents or which the Agency, together with Agency's counsel, advise the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the Project Facility not to constitute a "project" (as such quoted term is defined in the Act).

(g) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of all Governmental Authorities applying to or affecting the construction, equipping and operation of the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company, were the owner of the Project Facility), and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(h) The Company shall perform, or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency (which is within the control of the Company) under and pursuant to the Agency Lease, this Company Lease and the other Company Documents and shall defend, indemnify, and hold harmless the Agency and its members, officers, agents (other than the Company), servants and employees from and against every expense, liability, or claim arising out of the failure of the Company to fulfill its obligations under the provisions of this Section 2.6.

(i) The Company acknowledges, restates and affirms the obligations, representations, warranties and covenants set forth in Sections 2.2 and 11.12 of the Agency Lease as if fully set forth herein.

(j) There is no uncured event of default, or any other event which would, but for the passage of time or the giving of notice, or both, would constitute an event of default under any of the Company Documents.

ARTICLE III
DISPUTE RESOLUTION

3.1 GOVERNING LAW.

This Company Lease shall be governed in all respects by the laws of the State of New York.

3.2 WAIVER OF TRIAL BY JURY.

THE COMPANY AND THE AGENCY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS COMPANY LEASE, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS COMPANY LEASE.

ARTICLE IV
MISCELLANEOUS CLAUSES

4.1 NOTICES.

All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) To the Agency:

City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attn: Chair

With copies to:

Corporation Counsel
City of Syracuse
233 East Washington Street
Syracuse, New York 13202

and

Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) If to the Company: 101 North Salina St, LLC
101 North Salina Street
Syracuse, New York 13202
Attn: David Nutting, Member

With a copy to: Bond, Schoeneck & King PLLC
One Lincoln Center
Syracuse, New York 13202-1355
Attn: Paul W. Reichel, Esq.

4.2 NO RECOURSE UNDER THIS COMPANY LEASE.

No provision, covenant or agreement contained herein, in any other agreement entered into in connection herewith, or any obligations herein imposed, upon the Agency, or any breach thereof, shall constitute or give rise to or impose upon the Agency, a debt or other pecuniary liability or a charge upon its general credit, and all covenants, stipulations, promises, agreements and obligations of the Agency contained in this Company Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in his individual capacity.

4.3 ENTIRE AGREEMENT.

This Company Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Company Lease. This Company Lease may not be changed, modified or discharged, in whole or in part, except by a written instrument executed by the party against whom enforcement of the change, modification or discharge is sought.

4.4 AGENCY REPRESENTATIONS.

The Company expressly acknowledges that neither the Agency nor the Agency's directors, members, employees or agents has made or is making, and the Company, in executing and delivering this Company Lease, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Company Lease, and no rights, easements or licenses are or shall be acquired by the Company by implication or otherwise unless expressly set forth in this Company Lease.

4.5 BINDING EFFECT.

This Company Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.6 PARAGRAPH HEADINGS.

Paragraph headings are for convenience only and shall not affect the construction or interpretation of this Company Lease.

4.7 CONSENT TO AGENCY LEASE; SUBORDINATION.

The Company hereby consents to the sublease by the Agency of the Project Facility to the Company pursuant to the Agency Lease. The Company acknowledges and agrees that this Company Lease and the Agency Lease shall be subordinate in all respects to the Mortgages.

4.8 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents, and employees from, agree that the Agency and its members, officers, agents, and employees shall not be liable for, and agree to indemnify, defend, and hold the Agency and its members, officers, agents, and employees harmless from and against any and all claims arising as a result of the Agency's undertaking of the Project, including, but not limited to:

(1) Liability for loss or damage to Property or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Phase 2 Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Phase 2 Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under the Agency Lease, the Company Lease or the Mortgage;

(3) All claims arising from the exercise by the Company of the authority conferred upon it and performance of the obligations assumed under Article II hereof;

(4) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents, or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants, or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against the Agency or its members, officers, agents, or employees by any employee of the Company, or any contractor of the Company, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Company such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) Notwithstanding any other provisions of this Company Lease, the obligations of the Company pursuant to this Section 4.8 shall remain in full force and effect after the termination of the Agency Lease and this Company Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Company), or employees, relating thereto.

(d) For purposes of this Section 4.8, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.9 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent, or employee of the Agency in his individual capacity; and the members, officers, agents, and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State New York or of the City of Syracuse, and neither the State of New York nor the City of Syracuse shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents, or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents, and employees against

any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents, and employees against all liability expected to be incurred as a result of compliance with such request.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 4.9 shall not alter the full force and effect of any Event of Default under the Agency Lease.

(d) For purposes of this Section 4.9, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.10 MERGER OF AGENCY.

(a) Nothing contained in this Company Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Company Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

4.11 EXECUTION OF COUNTERPARTS.

This Company Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.12 EVENT OF DEFAULT.

A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Company Lease, the Agency Lease, the Project Agreement or any other Company Document.

4.13 REMEDIES.

Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

1) Terminate the Company Lease; or

2) Take any other action at law or in equity, which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder.

4.14 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Company Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Company Lease, as of the day and year first above written.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

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

On the 14 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2028

_____
Notary Public

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

On this ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Company Lease, as of the day and year first above written.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

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

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_____
Notary Public

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

On this ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20___

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

5

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOUSQUET HOLSTEIN
110 WESTFAYETTE STREET
SUITE 1000
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1
101 NORTH SALINA ST LLC

First PARTY 2
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records
Instr Number : 2025-00016406
Book : **Page :**

Type of Instrument : Amendment To Lease
Type of Transaction : Deed Misc
Recording Fee: $75.50

Recording Pages : 6

The Property affected by this instrument is situated in Syracuse, in the County of Onondaga, New York

Real Estate Transfer Tax	
RETT # :	10136
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$75.50

State of New York
County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 05/29/2025

At (Recorded Time) : 3:15:36 PM

Doc ID - 059178300006

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: ZJAGUN Printed On : 05/29/2025 At : 3:15:59PM **File Number: 2025-00016406 Seq: 1**

Recording and Return to:
Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan Katzoff, Esq.

MEMORANDUM OF AMENDED AND RESTATED COMPANY LEASE AGREEMENT

NAME AND ADDRESS OF LESSOR: 101 North Salina St, LLC
101 North Salina Street, Suite 100
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE: City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202

DESCRIPTION OF LEASED PREMISES:

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being more particularly described in **Exhibit "A"** annexed hereto, together with the improvements thereon.

DATE OF EXECUTION OF AMENDED AND RESTATED COMPANY LEASE AGREEMENT:

As of May 1, 2025.

TERM OF AMENDED AND RESTATED COMPANY LEASE AGREEMENT:

The term of the Company Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2037,** unless earlier terminated as provided in that certain Agency Lease dated of even date herewith between the same parties hereto.

***RIGHTS OF EXTENSION OR RENWAL*:** None.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of May, 2025.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

On the 14 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2027

_____
Notary Public

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

On this ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

On the _____ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this 8th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2026

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

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214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

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Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on

Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

NEW YORK STATE

Department of Taxation and Finance

TP-584 (9/19)

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance

Grantor/Transferor

☐ Individual
☐ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☒ Multi-member LLC
☐ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)*: 101 North Salina St, LLC

Social Security number (SSN):

Mailing address: 101 North Salina Street, Suite 100

SSN:

City	State	ZIP code
Syracuse	NY	13202

Employer Identification Number (EIN): [redacted]

Single member's name if grantor is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Grantee/Transferee

☐ Individual
☒ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☐ Multi-member LLC
☐ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee)*: City of Syracuse Industrial Development Agency

SSN:

Mailing address: One Park Place, 300 South State Street, Suite 700

SSN:

City	State	ZIP code
Syracuse	NY	13202

EIN: [redacted]

Single member's name if grantee is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
104.-08-01.0	311500	101-239 North Salina Street	Syracuse	Onondaga

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 05 (month) 01 (day) 2025 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☒ Leasehold grant
o. ☐ Conveyance of an easement
p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $ _____ Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	0 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0 00
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	0 00
6	Total tax due* *(subtract line 5 from line 4)*	6.	0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an X in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* ..... k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
101 North Salina St, LLC, By: 101 North Salina St Manager, LLC its Manager	Member	City of Syracuse Industrial Development Agency	Executive Director
David C. Nutting		Eric Ennis	

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
101 North Salina St, LLC, By: 101 North Salina St Manager, LLC its Manager	Member	City of Syracuse Industrial Development Agency	Executive Director
David C. Nutting		Eric Ennis	
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

6

BILL OF SALE TO AGENCY

101 NORTH SALINA ST, LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at 101 North Salina Street, Syracuse, New York 13202 (the "***Company***"), for the consideration of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration received by the Company from the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing pursuant to the laws of the State of New York (the "***Agency***"), having its office at One Park Place 300 South State Street, Suite 700, Syracuse, New York 13202, the receipt of which is hereby acknowledged by the Company, hereby sells, transfers, and delivers unto the Agency, its successors and assigns, all those materials, machinery, equipment, fixtures and furnishings now owned or hereafter acquired by the Company in connection with the Phase 2 Project Facility, and to be located on or at the Phase 2 Project Facility, as described in the Amended and Restated Agency Lease entered between the Agency and the Company dated as of May 1, 2025 (the "***Agency Lease***"), and as listed on "**Exhibit A**" attached hereto.

TO HAVE AND HOLD the same unto the Agency, its successors and assigns, forever.

The Company hereby represents and warrants that: (i) it is the true and lawful owner of the personal property being conveyed hereby; (ii) all of the foregoing are free and clear of all liens, security interests, and encumbrances, except for Permitted Encumbrances, as defined in the Agency Lease; (iii) the Company has the right to sell the same as aforesaid; and (iv) the Company covenants that it will warrant and defend title to the same for the benefit of the Agency and its successors and assigns against the claims and demands of all persons.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized representative on the date indicated beneath the signature of such representative and dated as of the 1st day of May, 2025.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

EXHIBIT "A"

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **101 NORTH SALINA ST, LLC** (the "***Company***"), its contractors and subcontractors as agent or subagent of the City of Syracuse Industrial Development Agency, now or hereafter attached to, contained in or used or acquired in connection with the Project (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, refrigerators, rugs, furniture, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus aid materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

101 NORTH SALINA ST, LLC

AMENDED AND RESTATED AGENCY LEASE AGREEMENT

DATED AS OF MAY 1, 2025

TABLE OF CONTENTS

Page

ARTICLE I RECITALS AND DEFINITIONS 4

1.1 RECITALS. 4

1.2 DEFINITIONS 4

1.3 INTERPRETATION 4

ARTICLE II REPRESENTATIONS AND COVENANTS 4

2.1 REPRESENTATIONS OF THE AGENCY. 4

2.2 REPRESENTATIONS AND COVENANTS OF THE COMPANY 5

2.3 PUBLIC AUTHORITIES LAW REPRESENTATIONS 11

ARTICLE III CONVEYANCE OF LEASEHOLD INTEREST IN PROJECT FACILITY 12

3.1 AGREEMENT TO CONVEY LEASEHOLD INTEREST TO COMPANY. 12

3.2 USE OF PROJECT FACILITY. 12

ARTICLE IV RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT 12

4.1 RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITY. 12

4.2 COMPLETION OF PROJECT FACILITY 14

4.3 COSTS OF COMPLETION PAID BY COMPANY. 14

4.4 REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES 14

4.5 COOPERATION IN EXECUTION OF ADDITIONAL MORTGAGES AND MODIFICATIONS OF MORTGAGES. 15

ARTICLE V AGREEMENT TO LEASE PROJECT FACILITY; RENTAL PAYMENTS 16

5.1 AGREEMENT TO LEASE PROJECT FACILITY. 16

5.2 TERM OF LEASE; EARLY TERMINATION; SURVIVAL. 17

5.3 RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE. 18

5.4 NATURE OF OBLIGATIONS OF COMPANY HEREUNDER. 19

ARTICLE VI MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE 20
6.1 MAINTENANCE AND MODIFICATIONS OF PROJECT FACILITY. 20
6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES. 20
6.3 INSURANCE REQUIRED. 21
6.4 ADDITIONAL PROVISIONS RESPECTING INSURANCE. 22
6.5 APPLICATION OF NET PROCEEDS OF INSURANCE. 23
6.6 PAYMENTS IN LIEU OF REAL ESTATE TAXES. 23

ARTICLE VII DAMAGE, DESTRUCTION, AND CONDEMNATION 23
7.1 DAMAGE OR DESTRUCTION 23
7.2 CONDEMNATION. 24
7.3 ADDITIONS TO PROJECT FACILITY. 25

ARTICLE VIII SPECIAL COVENANTS 26
8.1 NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS." 26
8.2 HOLD HARMLESS PROVISIONS. 26
8.3 RIGHT OF ACCESS TO PROJECT FACILITY 27
8.4 MAINTENANCE OF EXISTENCE. 27
8.5 AGREEMENT TO PROVIDE INFORMATION. 28
8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS. 28
8.7 COMPLIANCE WITH ORDERS, ORDINANCES, ETC. 28
8.8 DISCHARGE OF LIENS AND ENCUMBRANCES 29
8.9 PERFORMANCE BY AGENCY OF COMPANY'S OBLIGATIONS. 29
8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS. 29
8.11 EMPLOYMENT OPPORTUNITIES. 29
8.12 SALES AND USE TAX EXEMPTION. 30
8.13 IDENTIFICATION OF THE EQUIPMENT 31
8.14 REMOVAL OF EQUIPMENT 31

ARTICLE IX ASSIGNMENTS; TRANSFERS; MERGER OF AGENCY 32
9.1 ASSIGNMENT OF AGENCY LEASE 32
9.2 TRANSFERS OF INTERESTS 32
9.3 MERGER OF AGENCY. 32

ARTICLE X EVENTS OF DEFAULT AND REMEDIES 33
10.1 EVENTS OF DEFAULT DEFINED.....33
10.2 REMEDIES ON DEFAULT.....34
10.3 REMEDIES CUMULATIVE.....35
10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.....35
10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.....35

ARTICLE XI MISCELLANEOUS 36
11.1 NOTICES.36
11.2 BINDING EFFECT.....37
11.3 SEVERABILITY.....37
11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.....37
11.5 EXECUTION OF COUNTERPARTS.....37
11.6 APPLICABLE LAW.....37
11.7 WAIVER OF TRIAL BY JURY.....37
11.8 SUBORDINATION.....37
11.9 SURVIVAL OF OBLIGATIONS.....37
11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.....38
11.11 NO RECOURSE; SPECIAL OBLIGATION.....38
11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.....39
11.13 ENTIRE AGREEMENT.....39
11.14 DISCLOSURE.....40
11.15 RECORDING AND FILING.....40
11.16 NO JOINT VENTURE CREATED.....40

EXHIBIT "A" REAL PROPERTY DESCRIPTION
EXHIBIT "B" DESCRIPTION OF EQUIPMENT
EXHIBIT "C" TABLE OF DEFINITIONS
EXHIBIT "D" LOCAL ACCESS AGREEMENT
EXHIBIT "E" FORM OF ANNUAL REPORTING QUESTIONNAIRE AND FORM OF QUARTERLY REPORTING QUESTIONNAIRE
EXHIBIT "F" FORM OF SUB-AGENT AGREEMENT
EXHIBIT "G" RECAPTURE POLICY
SCHEDULE "1" FORM OF CERTIFICATION REGARDING ONGOING OBLIGATIONS UPON TERMINATION OF LEASES

AMENDED AND RESTATED AGENCY LEASE AGREEMENT

THIS AMENDED AND RESTATED AGENCY LEASE AGREEMENT (the "***Agency Lease***"), dated and effective as of May 1, 2025 (the "***Effective Date***"), amends and restates in its entirety, as of the Effective Date hereof, that certain Agency Lease Agreement dated as of December 1, 2021, as previously amended pursuant to a First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original Agency Lease***"), each by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at One Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202 (the "***Agency***"), and **101 NORTH SALINA ST, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 101 North Salina Street, Suite 100, Syracuse, New York 13202 (the "***Company***").

W I T N E S S E T H :

WHEREAS, the Agency is authorized and empowered by Title I of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act, among other things, to: (i) make contracts and leases, and to execute such documents as necessary or convenient, with a public or private person, firm, partnership, or corporation; (ii) to acquire, construct, reconstruct, lease, improve, maintain, equip or furnish one or more projects (as defined in the Act); and (iii) to sell, lease and otherwise dispose of any such property; and

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions

including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 1 Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Phase 1 Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Phase 1 Project utilizes an adjacent approximately 24,000 sq. ft. parking lot located at 214 North Salina Street bearing tax parcel ID# 104.-05-07.0 (the "***Lot***"). None of the First Phase Financial Assistance was used to improve the Lot, but because of its integrated use with the Phase 1 Project, the Lot was included as part of the Land; and

WHEREAS, the Company acknowledges its obligation under the Company Documents to insure the Lot and provide all required coverages as set forth in Art. 6 of the Agency Lease and to indemnify and hold the Agency harmless relative to same; and

WHEREAS, by resolutions dated February 25, 2025 the Agency agreed, at the request of the Company, to undertake the second phase of the project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 2 Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, for purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be collectively referred to as the "***Financial Assistance***"; and

WHEREAS, the Agency proposes to assist the Company's acquisition, reconstruction, renovation and equipping of the Project Facility and grant the Financial Assistance to the Project by, among other things: (1) appointing, or continuing the appointment of, the Company and/or its designee as its agent with respect to the undertaking and completing the Project; (2) accepting a leasehold interest in the Land and the Facility from the Company and a fee interest in the Equipment pursuant to a bill of sale from the Company; and (2) subleasing the Project Facility to the Company pursuant to this Agency Lease; and

WHEREAS, the Company is the current owner of the Land and the Facility and leased the Land and the Facility to the Agency pursuant to the company lease agreement dated as of December 1, 2021, as amended by that certain First Amendment to Company Documents dated as of February 22, 2023 by and among the Company and the Agency (collectively, the "***Original Company Lease***"), as further amended and restated pursuant to that certain amended and restated company lease agreement dated as of May 1, 2025 (the "***Company Lease***"); and

WHEREAS, the Company conveyed title to the Phase 1 Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2021 (the "***Phase 1 Bill of Sale***") and conveyed title to the Phase 2 Equipment to the Agency pursuant to a bill of sale dated as of May 1, 2025 (the "***Phase 2 Bill of Sale***" and together with the Phase 1 Bill of Sale, the "***Bill of Sale***"); and

WHEREAS, the Agency now proposes to sublease, or continue to sublease, the Project Facility to the Company pursuant to the terms and conditions herein set forth; and

WHEREAS, all things necessary to constitute this Agency Lease a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution, and delivery of this Agency Lease have, in all respects, been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I
RECITALS AND DEFINITIONS

1.1 RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

1.2 DEFINITIONS.

For all purposes of this Agency Lease and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in the Table of Definitions attached hereto as **Exhibit "C"** except as otherwise expressly defined herein or the context hereof otherwise requires.

1.3 INTERPRETATION.

In this Agency Lease, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Agency Lease refer to this Agency Lease; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Agency Lease;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and

(c) Any certificates, letters, or opinions required to be given pursuant to this Agency Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agency Lease.

(d) The Agency will take or continue a leasehold interest in the Project Facility, lease the Project Facility to the Company pursuant to this Agency Lease and designate the Company as its agent for purposes of completing the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and City of Syracuse and improving their standard of living.

ARTICLE II
REPRESENTATIONS AND COVENANTS

2.1 REPRESENTATIONS OF THE AGENCY.

The Agency makes the following representations to the Company as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established under the provisions of the Act and has the power to enter into this Agency Lease and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project Facility will constitute a "project," as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver, and perform this Agency Lease and the other Agency Documents.

(b) Neither the execution and delivery of this Agency Lease, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this Agency Lease and the other Agency Documents by the Agency will conflict with or result in a breach by the Agency of any of the terms, conditions, or provisions of the Act, the By-Laws of the Agency, or any order, judgment, restriction, agreement, or instrument to which the Agency is a party or by which it is bound or will constitute a default by the Agency under any of the foregoing.

(c) The Agency will take or continue a leasehold interest in the Project Facility, lease the Project Facility to the Company pursuant to this Agency Lease and designate the Company as its agent for purposes of completing the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and City of Syracuse, New York and improving their standard of living.

(d) The Agency has been induced to enter this Agency Lease by the undertaking of the Company to acquire, construct, renovate, equip, repair, complete and maintain the Project Facility and related investments as well as job creation, job retention and housing in the City of Syracuse, New York.

(c) This Agency Lease and the other Agency Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Agency, enforceable in accordance with their respective terms.

2.2 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

The Company acknowledges, represents, warrants and covenants to the Agency as follows:

(a) The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York, has the power to enter into this Agency Lease and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Agency Lease and the other Company Documents.

(b) This Agency Lease and the other Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(c) The Company is the present fee owner of the Project Facility and shall remain the fee owner of the Project Facility for the term of this Agency Lease unless otherwise consented to in writing by the Agency.

(d) The Company completed the Phase 1 Project Facility on or before Phase 1 Completion Date; and there is no uncured Event of Default existing under the Original PILOT Agreement, the Original Company Lease, Original Agency Lease or any other Company Document with respect to all or any portion of the Project Facility, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

(e) The Company shall complete the Phase 2 Project Facility on or before the Phase 2 Completion Date.

(f) The Project is located in a "Highly Distressed Area" as defined in Section 854(18) of the Act.

(g) For the duration of the term hereof, the Company shall operate the Project Facility as the Project Facility and for the purposes presented herein and in the Applications and Plans and Specifications presented to the Agency including compliance with AMI Restrictions.

(h) Neither the execution and delivery of this Agency Lease and the other Company Documents, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions thereof will:

(1) Result in a breach of, or conflict with any term or provision in, the Company's Articles of Organization and Operating Agreement;

(2) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty or other agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; or

(3) Conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or decree of any Governmental Authority or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company or violate any Applicable Laws. The Company shall operate the Facility in accordance with this Agency Lease and as a qualified "project" under the Act.

(i) The providing of Financial Assistance to the Project by the Agency:

(1) Has been an important consideration in the Company's decision to acquire, reconstruct, renovate, equip and complete the Project Facility in the City of Syracuse;

(2) Will not result in the removal of an industrial or manufacturing plant or commercial activity of any Project Facility occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of any user, occupant, or

proposed user or occupant of the Project Facility located within the State, except as permitted by the Act. With respect to the Phase 1 Project, in order to remain competitive within its industry, the relocation of VIP Structures, a tenant in the Phase 1 Project Facility, is required. The defining feature of VIP amongst its industry competitors is VIP's "design-build" concept. An interdisciplinary approach. At its current location, personnel are spread over five separate floors which impedes VIP's ability to achieve an interdisciplinary approach. In addition, there is no room for additional growth and there is ongoing uncertainty of the impacts of the I-81 reconstruction on the current location; and

(3) Will preserve or increase the overall number of permanent, private sector jobs in the State and the City.

(j) So long as the Agency holds a leasehold interest in the Project Facility, the Project Facility is and will continue to be a "project" (as such quoted term is defined in the Act), and the Company will not take any action (or omit to take any action required by the Company Documents or which the Agency, together with Agency's counsel, advise the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the Project Facility not to constitute a "project" (as such quoted term is defined in the Act).

(k) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(l) The Company shares principals with VIP Structures Inc. ("***VIP***"), one of the proposed tenants in the Phase 1 Project.

(m) With respect to the Phase 1 Project, the Company advised that it is reasonably necessary to relocate VIP from their current offices in order to preserve the competitive position of VIP in its respective industry as its current location at One Webster's Landing in the City presents space constraints relative to growth and configuration issues that hinder communication. The current space contains approximately 23,000 sq. ft of usable office space spread over 5 floors. VIP currently employs a total of 128 people and is growing. The existing building cannot accommodate more staff, and the building cannot be expanded. Moreover, a key principle of VIP's business model is the integration of its business units; namely, architecture, engineering, construction and development providing the delivery of an integrated "design - build" approach to projects. This is VIP's most important defining feature, the feature that distinguishes it from its competitors in the region. Optimal interdisciplinary staff integration is currently impeded with the location of staff on five different floors. With its move to the Phase 1 Project Facility, staff from all of VIP's business units will be located on one floor, facilitating the collaboration and integration that distinguishes VIP from its competitors and will provide the needed room for growth.

(n) With respect to the Phase 1 Project, the Company noted that the ongoing plans for the deconstruction/reconstruction of Interstate Route 81 and the potential negative impacts (including possible demolition of) on VIP's existing location create uncertainty for VIP.

VIP needs to relocate to create stability and certainty for its future, to enable future growth and to maintain its competitive market position in its industry.

(o) The Project will not have a significant effect on the environment" (within the meaning of such term as used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions, if any, enumerated in the SEQR Resolution under SEQRA applicable to the acquisition, reconstruction, renovation and installation of the Project Facility and in any other approvals issued by any other Governmental Authority with respect to the Project. No material changes with respect to any aspect of the Project Facility have arisen from the date of the issuance of such negative declaration which would cause the determination contained therein to be untrue.

(p) The Company acknowledges the Agency's Local Access Policy and the Company's obligation to comply. The Company further understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company's efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company.

(q) The Agency's undertaking of the Project and the provision of Financial Assistance for the Project will not have a significant impact on the environment within the meaning of SEQRA.

(r) The Company has timely completed construction of the Phase 1 Project Facility.

(s) The Company is ready to proceed with construction of the Phase 2 Project Facility.

(t) The acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility has and will continue to promote employment opportunities and help prevent economic deterioration in the City by the creation and/or preservation of both full and part-time jobs.

(u) The acquisition, reconstruction, renovation, equipping and completion of the Phase 2 Project Facility will help prevent economic deterioration in the City and promote housing opportunities in the City in furtherance of the health, general prosperity and economic welfare of the people of the State.

(v) The Company has all currently necessary permits, licenses, and governmental approvals and consents (collectively, "***Approvals***") for the reconstruction, renovation and equipping of the Phase 2 Project Facility and has or will have such Approvals timely for each phase of, and throughout the reconstruction, renovation and equipping of the Phase 2 Project Facility.

(w) The Company will not sublease the whole or any portion of the Project Facility for an unlawful purpose.

(x) No part of the Project Facility will be located outside of the City.

(y) The Company shall perform, or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency (which is within the control of the Company) under and pursuant to the Agency Lease, the Company Lease and the other Company Documents and shall defend, indemnify, and hold harmless the Agency and its members, officers, agents (other than the Company), servants and employees from and against every expense, liability, or claim arising out of the failure of the Company to fulfill its obligations under the provisions of this Section 2.2.

(z) The Company agrees that except as is otherwise provided by collective bargaining contracts or agreements applicable to the Project, new employment opportunities created as a result of the Project shall be listed with the New York State Department of Labor Community Services Division, and with the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project is located. The Company further agrees that except as is otherwise provided by collective bargaining contracts or agreements applicable to the Project, it will first consider persons eligible to participate in the Federal Job Training Partnership (P.L. No. 97-300) programs who shall be referred by administrative entities of service delivery areas created pursuant to such act or by the Community Services Division of the Department of Labor for such new employment opportunities.

(aa) The Company shall provide to the Agency any and all documentation or information requested by the Agency so that the Agency can comply with all of its reporting requirements under the Act.

(bb) As a condition precedent to receiving or benefiting from any State sales and use tax exemption benefits, the Company acknowledges and agrees to all terms and conditions of Section 875(3) of the Act. Section 875(3) of the Act is herein incorporated by reference. As part of such conditions precedent:

(1) The Company shall not take any State or local Sales and Use Tax exemptions to which it is not entitled, which are in excess of the amount authorized by the Agency in reliance on the Company's Applications or which are for property or services not authorized.

(2) The Company shall comply with all material terms and conditions to use property or services in the manner required by the Agency Documents.

(3) The Company shall cooperate with the Agency in the Agency's efforts to recover, recapture, receive or otherwise obtain from the Company any Sales Tax Recapture Amount (as defined herein) and shall, upon the Agency's request, immediately pay to the Agency any Sales Tax Recapture Amount, together with any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise. The Company acknowledges and agrees that

the failure of the Company to promptly pay any Sales Tax Recapture Amount to the Agency will be grounds for the State Commissioner of Taxation and Finance to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties.

(cc) The amount of State and local sales and use tax benefits comprising a portion of the Phase 1 Financial Assistance approved by the Agency shall not exceed **$435,488**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(dd) The amount of State and local sales and use tax benefits comprising a portion of the Phase 2 Financial Assistance approved by the Agency shall not exceed **$648,000**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(ee) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Phase 1 Financial Assistance is limited by Section 874 of the Act. The amount of exemption from mortgage recording tax with respect to the Phase 1 Project was estimated to be **$112,500**.

(ff) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Phase 2 Financial Assistance is limited by Section 874 of the Act. The amount of exemption from mortgage recording tax with respect to the Phase 2 Project is estimated to be **$98,968**.

(gg) The Company hereby acknowledges, agrees and covenants to timely pay all costs of reconstruction, renovation, equipping and completing the Project, and its obligations hereunder including, but not limited to, Article 4 hereof.

(hh) The Company hereby represents, warrants and covenants that no properties owned or leased by the Company in the City are currently the subject of any violations, including but not limited to zoning and/or permitting, by any governmental agency nor are any such properties delinquent in any taxes or payments in lieu thereof to any municipality. The Company further represents, warrants and covenants that all Company owned or leased properties are in compliance with, all laws, ordinances, rules, regulations, and requirements of all Governmental Authorities and that there is no pending or threatened action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agency Lease.

(ii) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminant, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property,

(iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent. The Company hereby agrees that at all times during which it is operating the Project, and whether or not this Agency Lease is in effect, to comply with, and ensure compliance by its subtenants or sublessees with, the provisions of the Environmental Compliance and Indemnification Agreement.

(jj) The Company hereby acknowledges and agrees that the Financial Assistance being provided by the Agency under the Company Documents constitutes "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Agency Lease, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project.

(kk) The Company shall comply with all of the Agency's policies in effect on the date hereof, including but not limited to, the Local Access Policy and the Project Approval Policy, with respect to, among other things, local hiring and MWBE requirements.

2.3 PUBLIC AUTHORITIES LAW REPRESENTATIONS

The parties hereto acknowledge that the Facility and the interest therein conveyed to the Agency under the Company Lease and conveyed by the Agency back to the Company pursuant to the terms of this Agency Lease, are not "property" as defined in Title 5-A of the Public Authorities Law of the State because the Facility and the leasehold interests therein are securing the Company's obligations to the Agency under the PILOT Agreement (as herein defined), the Environmental Compliance and Indemnification Agreement and this Agency Lease, including (i) the Company's obligation to acquire, construct, renovate, equip and maintain the Project Facility on behalf of the Agency and (ii) the performance by the Company of the Unassigned Rights.

ARTICLE III
CONVEYANCE OF LEASEHOLD INTEREST IN PROJECT FACILITY

3.1 AGREEMENT TO CONVEY LEASEHOLD INTEREST TO COMPANY.

The Company has conveyed to the Agency, pursuant to the Company Lease, a leasehold interest in the Land and Facility, as more fully described in **Exhibit "A"** attached hereto, any improvements now or hereafter constructed and installed thereon, subject to Permitted Encumbrances and all of its right, title and interest in the Equipment via a Bill of Sale, as more fully described in **Exhibit "B"** attached hereto. Under this Agency Lease, the Agency will convey, or will cause to be conveyed, to the Company, a subleasehold interest in the Project Facility subject to Permitted Encumbrances and exclusive of the Agency's Unassigned Rights.

3.2 USE OF PROJECT FACILITY.

Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in accordance with the terms of this Agency Lease and for the purposes described in the third and sixth WHEREAS clauses of this Agency Lease describing the Phase 1 Project and the Phase 2 Project; provided that such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act.

ARTICLE IV
RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT

4.1 RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITY.

(a) The Company shall promptly reconstruct, renovate, equip and complete the Project Facility, all in accordance with the Plans and Specifications on or before the Completion Date. Unless a written waiver is first obtained from the Agency, in accordance with the Agency's Local Access Policy, the Company and its Additional Agents (as defined herein), shall utilize local labor, contractors and suppliers for the reconstruction, renovation, equipping and completion of the Project Facility. For purposes of this Agency Lease, and in particular this Section 4.1, the term "***local***" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. In addition, with respect to the Phase 2 Project, the Company shall comply with the Agency's MWBE requirements during construction. Failure to comply with the with the MWBE requirements and/or the local labor requirements of this Section 4.1 (collectively, "***Local Labor Requirements***") may result in the revocation or recapture of all benefits provided/approved to the Project by the Agency. Failure to comply with any portion of Article 4 may result in the loss of all benefits provided or for the benefit of the Project in the Agency's sole discretion. In furtherance thereof, the Company shall complete the Agency's Local Access Agreement. A complete and fully executed copy of which has been completed and is attached hereto as **Exhibit "D"**.

(b) The Agency hereby confirms the appointment of the Company as its true and lawful agent to perform the following in compliance with the terms, purposes, and intent of

this Agency Lease, the Act and the other Company Documents, and the Company hereby accepts such appointment:

(1) To reconstruct, renovate, equip and complete the Project Facility and to acquire the Equipment in accordance with the terms hereof;

(2) To make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions with any other Persons and, in general, to do all things which may be requisite or proper, all for the reconstruction, renovation, equipping and completion of the Project Facility with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the Agency shall have no liability for the payment of any sums due thereunder;

(3) To pay all fees, costs and expenses incurred in the reconstruction, renovation, equipping and completion of the Project Facility from funds made available therefore from the funds of the Company; and

(4) To ask, demand, sue for, levy, recover, and receive all such sums of money, debts, dues, and other demands whatsoever which may be due, owing, and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the reconstruction, renovation, equipping and completion of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond, or other performance security.

(c) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1, provided, however, that the Agency shall have no liability for the payment of any sums due thereunder.

(d) The Company has given, or will give or cause to be given, all notices and have complied, or will comply or cause compliance with, all laws, ordinances, rules, regulations, and requirements of all Governmental Authorities applying to or affecting the conduct of work on the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company were the owner of the Project Facility), and the Company will defend, indemnify, and save the Agency and its officers, members, agents, servants, and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(e) The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services relative to the Project from: (i) business enterprises located in the City; (ii) certified minority and/or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. Consideration will be given by the Agency to the Company's efforts to comply, and compliance with, this objective at any time an extension of benefits is requested, or further involvement by the Agency with the Project, is requested by the Company.

4.2 COMPLETION OF PROJECT FACILITY.

(a) The Company shall proceed with due diligence to acquire, reconstruct, renovate, equip and complete the Project Facility on or before the Completion Date in accordance with the Plans and Specifications. Completion of the acquisition, reconstruction, renovation and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company and approved by the Agency, on or before the Completion Date, stating:

(1) The date of such completion;

(2) That all labor, services, materials, and supplies used therefor and all costs and expenses in connection therewith have been paid;

(3) That the Company has good and valid title to all Property constituting the Project Facility subject to the interest of the Agency therein and to this Agency Lease, the Company Lease and the Bill of Sale; and

(4) That the Project Facility is ready for occupancy, use and operation for its intended purposes.

(b) Notwithstanding the foregoing, such certificate may state that (1) it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being; (2) it is given only for the purposes of this Section 4.2; and (3) no Person other than the Agency may benefit therefrom.

(c) Such certificate shall be accompanied by (1) copy of a certificate of occupancy, if required, and any and all permissions, licenses, or consents required of Governmental Authorities for the occupancy, operation, and use of the Project Facility for its intended purposes; and (2) Lien releases from the Company's contractor and any subcontractors under a contract with a price in excess of $100,000.

4.3 COSTS OF COMPLETION PAID BY COMPANY.

(a) The Company agrees to complete the Project in accordance with the terms hereof and to pay in full all costs of the reconstruction, renovation, equipping and completion of the Project Facility.

(b) No payment by the Company pursuant to this Section 4.3 shall entitle the Company to any diminution or abatement of any amounts payable by the Company under this Agency Lease.

4.4 REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES.

In the event of a default by any materialman or Additional Agent (as defined herein) under any contract made by them in connection with reconstruction, renovation, equipping and

completion of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company against the materialman or Additional Agent so in default and against each surety for the performance of such contract. The Company may prosecute or defend any action or proceeding or take any other action involving any such materialman or Additional Agent or surety which the Company deems reasonably necessary. The Company shall advise the Agency of any actions or proceedings taken hereunder. No such suit shall relieve the Company of any of its obligations under this Agency Lease and the other Company Documents.

4.5 COOPERATION IN EXECUTION OF ADDITIONAL MORTGAGES AND MODIFICATIONS OF MORTGAGES.

The Agency agrees, upon written request of an Authorized Representative of the Company and subject to the provisions of the Act, to use its commercially reasonable efforts to execute and deliver one or more Mortgages and such additional instruments and documents may be requested by the Company and approved by counsel to the Agency and as may be required in connection with the Company's financing or refinancing for the costs of reconstruction, renovation, and equipping of the Project Facility, provided that:

(a) No Event of Default under this Agency Lease, the Company Lease, the PILOT Agreement, the Project Agreement or the Mortgage shall have occurred and be continuing; and

(b) The execution and delivery of such documents by the Agency (i) is permitted by law in effect at the time; and (ii) will serve the public purposes of the Act; and

(c) The Company will be responsible for and shall pay, from the proceeds thereof or otherwise, the Agency's fee and the costs and expenses of the Agency incidental to such additional financing, refinancing or modification thereof, including without limitation the reasonable attorneys' fees of the Agency; and

(d) The documents to be signed by the Agency shall contain the provisions set forth in Sections 8.2 and 11.11 hereof, and shall not impose any duties or obligations upon the Agency except as may be acceptable to the Agency.

(e) Any and all Mortgages, shall, by its terms, be subordinate to the Agency's right to receive payments under the PILOT Agreement.

ARTICLE V
AGREEMENT TO LEASE PROJECT FACILITY; RENTAL PAYMENTS

5.1 AGREEMENT TO LEASE PROJECT FACILITY.

In consideration of the Company's covenant herein to make rental payments, and the other covenants of the Company contained herein, including the covenant to make additional rent and other payments required hereby, the Agency hereby agrees to lease to the Company, and the Company hereby agrees to lease from the Agency, the Project Facility for and during the term provided herein and upon and subject to the terms and conditions herein set forth and subject to Permitted Encumbrances.

The Agency's acceptance of the leasehold interest in and to the Land and Facility pursuant to the Company Lease, and its acquisition of an interest in the Equipment pursuant to the Bill of Sale, and the holding of said interests were effected and performed solely at the request of the Company pursuant to the requirements of the Act. The Agency hereby transfers and conveys all of its beneficial and equitable interests, if any, in the Project Facility to the Company, except for its Unassigned Rights. As a result, the parties hereby acknowledge and agree that subject to the terms and conditions of this Agency Lease, the Company has all of the equitable and beneficial ownership and other interest in the Project Facility (except for the Unassigned Rights), and will have all the equitable and beneficial ownership and other interest in the Project Facility (except for the Unassigned Rights), such that the Company, and not the Agency, shall have an:

(i) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project Facility due to obsolescence or exhaustion, and shall bear the risk of loss if the Project Facility is destroyed or damaged;

(ii) unconditional obligation to keep the Project Facility in good condition and repair;

(iii) unconditional and exclusive right to the possession of the Project Facility, and shall have sole control of and responsibility for the Project Facility;

(iv) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project Facility as may be required by the Company, the Agency and the Mortgagee with respect to the Project;

(v) unconditional obligation to pay all taxes levied on, or payments in lieu thereof, and assessments made with respect to, the Project Facility;

(vi) subject to the Unassigned Rights, unconditional and exclusive right to receive rental and any other income and other benefits of the Project Facility and from the operation of the Project;

(vii) unconditional obligation to pay for all of the capital investment in the Project Facility;

(viii) unconditional obligation to bear all expenses and burdens of the Project Facility and to pay for all maintenance and operating costs in connection with the Project Facility; and

(ix) unconditional and exclusive right to include all income earned from the operation of the Project Facility and claim all deductions and credits generated with respect to the Project Facility on its annual federal, state and local tax returns.

5.2 TERM OF LEASE; EARLY TERMINATION; SURVIVAL.

(a) The term of this Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2037** (the "***Term***"), unless early terminated as provided herein. Notwithstanding anything herein to the contrary, the obligations of the Company to report hereunder and the Agency's rights to recapture shall continue during the Term of this Agency Lease, but in the event of an early termination as provided for herein, the Company's obligation to report and the Agency's right to recapture shall not be less than the Reporting Period (as defined herein). As a condition to the termination of this Agency Lease, the Company shall be obligated to execute and deliver the certification attached hereto at **Schedule "1"** regarding the Company's ongoing obligations.

(b) The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of the Agency Lease, the Company Lease, preparing a bill of sale together with any other documents therewith and to take such other and further actions reasonably necessary to confirm the termination date of the Agency's interest in the Project.

(c) The Company shall have the option, at any time during the Term of this Agency Lease, to terminate this Agency Lease. In the event that the Company shall exercise its option to terminate this Agency Lease pursuant to this Section 5.2(c), the Company shall file with the Agency a certificate stating the Company's intention to do so pursuant to this Section 5.2(c) and to comply with the requirements set forth in Section 5.2(d) hereof. Notwithstanding any such termination, the Project Agreement, and the Company's obligations thereunder, shall survive.

(d) As a condition to the effectiveness of the Company's exercise of its right to early termination, the following payments shall be made:

(1) **To the Agency**: an amount certified by the Agency as sufficient to pay all unpaid fees and expenses of the Agency incurred under this Agency Lease, the Company Lease and the PILOT Agreement (including, but not limited to those in connection with the early termination of this Agency Lease); and

(2) **To the Appropriate Person:** an amount sufficient to pay all other fees, expenses or charges, if any, then due and payable under this Agency Lease and the other Agency Documents.

(e) The certificate required to be filed pursuant to Section 5.2(c), setting forth the provision thereof permitting early termination of this Agency Lease shall also specify the date upon which the payments pursuant to subdivision (d) of this Section 5.2 shall be made, which date

shall not be less than thirty (30) nor more than sixty (60) days from the date such certificate is filed with the Agency. The termination hereunder shall require full payment hereunder and compliance with the terms of this Article V.

(f) Contemporaneously with the termination of this Agency Lease in accordance with Sections 5.1 or 5.2 hereof, the Agency shall transfer, and the Company shall accept, all of the Agency's right, title and interest in the Project Facility, including the Equipment, for a purchase price of One Dollar ($1.00) plus the payment of all other sums due hereunder and all legal fees and costs associated therewith. Contemporaneously with the termination of this Agency Lease, the Company Lease and the PILOT Agreement shall terminate; however, the Project Agreement shall survive in accordance with its terms.

(g) The Agency shall, upon payment by the Company of the amounts pursuant hereto and to Sections 5.2(d) above and Section 5.3, deliver to the Company all documents furnished to the Agency by the Company, or prepared by the Agency at the sole expense of the Company, and reasonably necessary to evidence termination of the Company Lease and the Agency Lease, including, but not limited to, lease terminations and a bill of sale from the Agency with respect to its interest in the Equipment, without representation or warranty, subject to the following: (1) any Liens to which such Project Facility was subject when conveyed to the Agency, (2) any Liens created at the request of the Company or to the creation of which the Company consented or in the creation of which the Company acquiesced, (3) any Permitted Encumbrances, and (4) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Agency Lease.

(h) The obligation of the Agency under this Section 5.2 to convey the Project Facility to the Company will be subject to: (i) there being no uncured Event of Default existing hereunder or under any payment in lieu of tax agreement now or hereafter entered into with respect to all or any portion of the Project Facility or under any other Company Documents, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default; and (ii) the Company's payment of all expenses, fees and taxes, if any, applicable to or arising from such transfer.

5.3 RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE.

(a) The Company shall pay basic rental payments for the Project Facility consisting of: (i) One and No/100 Dollar ($1.00) for the period commencing on the date hereof and on January 1 of each calendar year thereafter for the term hereof; (ii) to the Agency an amount sufficient to pay the sums due under the PILOT Agreement at the times and in the manner provides for therein, and an amount sufficient to pay any and all other amounts due hereunder; and (iii) to the Mortgagee, an amount equal to the debt service and amounts becoming due and payable under the Mortgage and the indebtedness secured thereby on the due date thereof.

(b) The Company shall pay to the Agency, as additional rent, within ten (10) days after the receipt of a demand therefor from the Agency, any annual administrative fees of the Agency, the sum of the reasonable fees, costs and expenses of the Agency and the officers, members, agents, and employees thereof incurred by the reason of the Agency's lease or sublease of the Project Facility or in connection with the carrying out of the Agency's duties and obligations

under this Agency Lease, the Company Lease or any of the other Agency Documents and any other fee or expense of the Agency with respect to the Project Facility, or any of the other Agency Documents, the payment of which is not otherwise provided for under this Agency Lease, including, without limitation, reasonable fees and disbursements of Agency counsel, including fees and expenses incurred in connection with the Agency's enforcement of any rights hereunder or incurred after the occurrence and during the continuance of an Event of Default, in connection with any waiver, consent, modification or amendment to this Agency Lease or any other Agency Document that may be requested by the Company, or, in connection with any action by the Agency at the request of or on behalf of the Company hereunder or under any other Agency Document. Any additional rent not received within ten (10) business days after demand shall accrue interest after the expiration of such ten days at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

(c) The administrative fee payable by the Company to the Agency in conjunction with this Project and the Agency's granting of Financial Assistance and all outstanding counsel fees and costs shall be paid at closing. In addition, the Company acknowledges that to the extent there are any post-closing legal fees incurred by the Agency in conjunction with this Project, same are the obligation of the Company and shall constitute additional rent hereunder.

(d) The Company agrees to make the above-mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event that the Company shall fail to make or cause to be made any of the payments required under this Agency Lease, the item or installment not so paid shall continue as an obligation of the Company until such item or installment is paid in full.

5.4 NATURE OF OBLIGATIONS OF COMPANY HEREUNDER.

(a) The obligations of the Company to make the payments required by this Agency Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein are general obligations of the Company and are absolute and unconditional irrespective of any defense or any rights of set-off, recoupment, or counterclaim it may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue, or abate any payment required by, or fail to observe any of its other covenants or agreements contained in this Agency Lease for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the reconstruction, renovation, and equipping of the Project Facility, any defect in the title, design, operation, merchantability, fitness, or condition of the Project Facility, or any part thereof, or in the suitability of the Project Facility, or any part thereof, for the Company's purposes or needs, or failure of consideration for, destruction of or damage to, or Condemnation of title to, or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State of New York, or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agency Lease or the Company Lease.

(b) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Agency Lease

or the Company Lease, and in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance (subject to the provisions of Section 11.11).

ARTICLE VI
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

6.1 MAINTENANCE AND MODIFICATIONS OF PROJECT FACILITY.

The Company shall:

(a) Keep the Project Facility in good condition and repair and preserve the same against waste, loss and damage, ordinary wear and tear excepted;

(b) Make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural, or non-structural, foreseen or unforeseen) which is damaged, destroyed, or condemned; and

(c) Operate the Project Facility in a sound and economic manner in general accordance with the Project description as set forth herein and in the Application and the Plans and Specifications the Company previously provided to the Agency in the Application or otherwise.

6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES.

(a) The Company shall pay as the same respectively become due:

(1) Any and all taxes and governmental charges of any kind, whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility, including without limitation the generality of the foregoing any taxes levied upon or with respect to the income or revenues of the Agency from the Facility;

(2) All utility and other charges, including "service charges," incurred or imposed for the operation, maintenance, use, occupancy, upkeep, and improvement of the Project Facility, the non-payment of which would create, or entitle the obligee to impose, a Lien on the Project Facility;

(3) All assessments and charges of any kind whatsoever lawfully made by any Governmental Authority for public improvements;

(4) Any and all payments of taxes, if applicable, and all payments in lieu of taxes, if any, required to be made to the Agency under the terms of the PILOT Agreement or any other agreement with respect thereto; and

(5) Notwithstanding anything herein or in the PILOT Agreement to the contrary, and notwithstanding the Agency's interest in the Lot, the Company shall pay any and all taxes on the Lot as if the Lot were privately owned and the Agency had no interest in the Lot.

(b) Subject to the terms of the PILOT Agreement, the Company may in good faith actively contest any such taxes, assessments, and other charges, provided that (1) the Company shall have first notified the Agency of such contest; (2) no Event of Default under this Agency Lease or any of the other Company Documents shall have occurred and be continuing; and (3) the Company shall have set aside adequate reserves for any such taxes, assessments and other charges. If the Company demonstrates to the reasonable satisfaction of the Agency and certifies to the Agency by delivery of a written certificate, that the non-payment of any such items will not endanger any part of the Project Facility or subject the Project Facility, or any part thereof, to loss or forfeiture, the Company may permit the taxes, assessments, and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. Otherwise, such taxes, assessments, or charges shall be paid promptly by the Company or secured by the Company's posting a bond in form and substance satisfactory to the Agency.

6.3 INSURANCE REQUIRED.

During the Term of this Agency Lease, the Company shall maintain or cause to be maintained insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type and as required of the Agency, paying (as the same becomes due and payable) all premiums with respect thereto, including but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning, and other casualties customarily insured against (with a uniform standard extended coverage endorsement), such insurance to be in an amount not less than the full replacement value of the completed Project Facility, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company.

(b) Workers' compensation insurance, disability benefits' insurance, and each other form of insurance which the Company is required by law to provide covering loss resulting from injury, sickness, disability, or death of employees of the Company who are located at or assigned to the Project Facility;

(c) A policy of commercial general liability insurance with a limit of liability of not less than $2,000,000 per occurrence on an "occurrence" basis and $5,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Agency Lease and personal injury, with blanket excess liability coverage in an amount not less than $5,000,000, covering the Project Facility and Equipment and the Company's and the Agency's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Project Facility or in connection with the ownership, maintenance, use and/or occupancy of the Project Facility and all appurtenant areas.

(d) If the Project Facility is located in a designated flood zone, then flood insurance in an amount at least equal to the lesser of (i) the cash replacement value of the Facility; or (ii) the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1974, as amended. In the alternative, a letter from the appropriate office of the municipality in which the Facility is located to the effect that the Facility is not located in an area designated as a flood hazard area by the Federal Insurance Administration or the Department of Housing and Urban Development.

6.4 ADDITIONAL PROVISIONS RESPECTING INSURANCE.

All insurance required by Section 6.3 shall be with insurance companies of recognized financial standing selected by the Company and licensed to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other Persons engaged in businesses similar in size, character, and other respects to those in which the Company are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name the Company as insured and the Agency as an additional insured, as its interests may appear, and shall provide: (i) for payment of the losses of the Company and the Agency as their respective interest may appear; (ii) that such coverage with respect to the Agency be primary and non-contributory with any insurance secured by the Agency; and (3) require at least thirty (30) days' prior written notice to the Agency of cancellation, reduction in policy limits, or material change in coverage thereof.

Prior to the Closing Date, the Company shall deliver to the Agency, satisfactory to the Agency in form and substance: (i) certificates evidencing all insurance required hereby; (ii) the additional insured endorsement(s) applicable to the Agency; (iii) the final insurance binder addressed to the Company covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, the Company shall provide, if so requested by the Agency, a final and complete copy of each insurance policy within thirty (30) days of the Closing Date.

The Company shall deliver or cause to be delivered to the Agency on or before the first business day of each January thereafter each of the items set forth in the immediately preceding paragraph, dated not earlier than the immediately preceding month, reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 6.3 and 6.4. The Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agency Lease each year throughout the Term of this Agency Lease.

All premiums with respect to the insurance required by Section 6.3 shall be paid by the Company, provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and the Company shall pay immediately upon demand all sums so expended by the Agency, together with interest at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR IN LIMITS OF COVERAGE, IS

ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTERESTS.

6.5 APPLICATION OF NET PROCEEDS OF INSURANCE.

The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 shall be applied as follows:

(a) The Net Proceeds of the insurance required by subsection 6.3(a) shall be paid and applied as provided in Section 7.1 hereof; and

(b) The Net Proceeds of the insurance required by subsections 6.3(b) and 6.3(c) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

6.6 PAYMENTS IN LIEU OF REAL ESTATE TAXES.

The Company and the Agency have entered into a PILOT Agreement with respect to payments in lieu of real estate taxes for the Project Facility.

ARTICLE VII
DAMAGE, DESTRUCTION, AND CONDEMNATION

7.1 DAMAGE OR DESTRUCTION.

(a) If the Mortgage shall be in effect or the Mortgagee shall have any interest in the Project Facility arising under or related to the Mortgage, whether by foreclosure or otherwise and the Project Facility shall be damaged or destroyed, in whole or in part, then insurance proceeds shall be paid in accordance with the relevant provisions of the Mortgage regarding the distribution of such insurance proceeds, provided that there shall be no abatement or reduction in amounts payable to the Agency hereunder. If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and the Project Facility shall be damaged or destroyed, in whole or in part:

(1) There shall be no abatement or reduction in the amounts payable by the Company under this Agency Lease or otherwise (whether or not the Project Facility is replaced, repaired, rebuilt, or restored); and

(2) The Company shall promptly give notice thereof to the Agency; and

(3) Except as otherwise provided in subsections 7.1(b) and 7.1(c) hereof, upon receipt of the insurance proceeds, the Company shall promptly replace, repair, rebuild, or restore the Project Facility to substantially the same condition as existed prior to such damage or destruction, with such changes, alterations, and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations, or

modifications do not change the nature of the Project Facility, such that it does not constitute a "project" (as such quoted term is defined in the Act); and in the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds.

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility, then notwithstanding anything to the contrary contained in subsection 7.1(a), the Company shall not be obligated to replace, repair, rebuild, or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection 7.1(a) if the Company shall notify the Agency that, in the Company's sole judgment, the Company does not deem it practical or desirable to replace, repair, rebuild, or restore the Project Facility. In such event, the Company shall exercise its right to terminate this Agency Lease in accordance with Section 5.2 hereof, and the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) any other sums due and payable to the Agency pursuant to this Agency Lease and the other Agency and Company Documents, shall be applied to the repayment of all amounts due to the Agency under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to repay any and all amounts payable to the Agency, the Company shall pay the difference between such amounts and the Net Proceeds of all such insurance settlements so that any and all amounts then due and payable under this Agency Lease, the Company Lease, the PILOT Agreement and the other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the Mortgage, the PILOT Agreement and the other Agency Documents are paid in full, all such Net Proceeds, or the balance thereof, shall be paid to the Company for its purposes.

(c) The Company and the Mortgagee may adjust all claims under any policies of insurance required by subsections 6.3(a) and 6.3(c) hereof with the prior written consent of the Agency, which consent shall not be unreasonably withheld.

7.2 CONDEMNATION.

(a) If the Mortgage shall be in effect or the Mortgagee shall have any interest in the Project Facility arising under or related to the Mortgage, whether by foreclosure or otherwise and title to, or the use of, all, substantially all or less than substantially all of the Project Facility shall be taken by Condemnation, then Condemnation proceeds shall be paid in accordance with the relevant provisions of the Mortgage regarding the distribution of such Condemnation proceeds, provided that there shall be no abatement or reduction in amounts payable to the Agency hereunder. If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and if title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation:

(1) There shall be no abatement or reduction in the amounts payable by the Company under this Agency Lease or otherwise (whether or not the Project Facility is restored); and

(2) The Company shall promptly give notice thereof to the Agency; and

(3) Except as otherwise provided in subsections 7.2(b) and 7.2(c) hereof, upon receipt of the Condemnation proceeds, the Company shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) to substantially the condition and value as an operating entity as existed prior to such Condemnation; and the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds.

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and if title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation, then notwithstanding anything to the contrary contained in subsection 7.2(a), the Company shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection 7.2(a) if the Company shall notify the Agency that, in the Company's sole judgment, the Company does not deem it practical or desirable to restore the Project Facility. In such event, the Company shall exercise its right to terminate this Agency Lease in accordance with Section 5.2 hereof, and the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to pay the Agency pursuant to this Agency Lease, the Company Lease, the PILOT Agreement and the other Agency Documents, shall be applied to payment of all amounts then due and payable to the Agency under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents. If the Net Proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts then due and payable to the Agency, the Company shall pay the difference between such amounts and the Net Proceeds of such Condemnation award so that any and all amounts then due and payable under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the PILOT Agreement, the Mortgage and the other Agency Documents have been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Company for its purposes.

(c) The Company and the Mortgagee with the prior written consent of the Agency (which consent shall not be unreasonably withheld), shall have sole control of any Condemnation proceeding with respect to the Project Facility, or any part thereof, and may negotiate the settlement of any such proceeding.

7.3 ADDITIONS TO PROJECT FACILITY.

All replacements, repairs, rebuilding, or restoration made pursuant to Sections 7.1 or 7.2 hereof, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Project Facility as if the same were specifically described herein.

ARTICLE VIII
SPECIAL COVENANTS

8.1 NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS."

THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY, OR FITNESS OF THE PROJECT FACILITY, OR ANY PART THEREOF, OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY'S PURPOSES OR NEEDS. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

8.2 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents and employees from, agrees that the Agency and its members, officers, agents and employees shall not be liable for, and agrees to indemnify, defend, and hold the Agency and its members, officers, agents and employees harmless from and against any and all claims arising as a result of the Agency's undertaking the Project, including, but not limited to:

(1) Liability for loss or damage to Project Facility or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under this Agency Lease, the Company Lease, the Mortgage or any other documents executed by the Agency at the direction of the Company in conjunction with the Project Facility;

(3) All claims arising from the exercise by the Company, and or its Additional Agents (as defined herein) of the authority conferred upon it and performance of the obligations assumed under Section 4.1 hereof;

(4) Any and all claims arising from the non-disclosure of information, if any, requested by the Company in accordance with Section 11.14 hereof;

(5) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not

result from the intentional wrongdoing of the Agency or any of its members, officers, agents or employees.

To the fullest extent permitted by law, the foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportional liability.

(b) In the event of any claim against the Agency or its members, officers, agents, or employees by any employee of the Company, or any materialman or Additional Agent of the Company, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3, its liabilities assumed pursuant to this Section 8.2.

(d) Notwithstanding any other provisions of this Agency Lease, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Agency Lease and the Company Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees relating thereto.

(e) For purposes of this Section 8.2 and Section 11.11 hereof, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

8.3 RIGHT OF ACCESS TO PROJECT FACILITY.

During the Term of this Agency Lease, the Company agrees that the Agency and its duly authorized agents shall have the right to enter upon and to examine and inspect the Project Facility upon reasonable notice to the Company and with the least disturbance of Project Facility tenants as reasonably possible.

8.4 MAINTENANCE OF EXISTENCE.

During the Term of this Agency Lease, the Company will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets.

8.5 AGREEMENT TO PROVIDE INFORMATION.

The Company shall have an obligation to report and provide information, as set forth herein and in the Project Agreement during the Term hereof. However, in the event this Agency Lease is terminated early in accordance with Section 5.2 hereof, the Company's obligation to report shall be for a period of five (5) years from the termination date, unless the early termination occurs with less than five years from the expiration of the original Term hereof, in which case the Company shall continue to provide the required information for the remaining Term hereof (the "***Reporting Period***"), and no less frequently than annually, the Company agrees, whenever reasonably requested by the Agency or the Agency's auditor, to provide and certify, or cause to be certified, such information concerning the Project and/or the Company, its finances, and for itself and each of its Additional Agents, information regarding job creation[1], Local Labor Requirements, exemptions from State and local sales and use tax, real property and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate including, but not limited to those reports, in substantially the form as set forth in **Exhibit "E"** attached hereto, those reports set forth in Section 8.12 hereof, and such other information necessary as to enable the Agency to monitor and/or make any reports required by law or governmental regulation, including but not limited to §875 of the Act (all of the foregoing collectively, the "***Reporting Requirements***").

Notwithstanding anything herein to the contrary, the Agency's ability to recapture benefits in accordance with its policy and the terms hereof, shall be for a period of time no less than the Reporting Period, and failure to comply with the Reporting Requirements can trigger the Agency's right to recapture.

8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS.

During the Term of this Agency Lease, the Company agrees to maintain proper accounts, records, and books, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all business and affairs of the Company.

8.7 COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

(a) The Company agrees that it will, during any period in which the amounts due under this Agency Lease remain unpaid, promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter affect the Company's obligations hereunder or be applicable to the Project Facility, or any part thereof, or to any use, manner of use, or condition of the Project Facility, or any part thereof, the applicability of the same to be determined both as if the Agency were the owner of the Project Facility and as if the Company were the owner of the Project Facility.

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[1] To the extent the Project includes commercial space and/or tenants for which the Company calculated job creation as part of its projections in its Application, the Company is obligated, through its lease or other rental agreement with those commercial tenants, to require that such tenants report to the Company, in accordance with the terms of Section 8.5 hereof, the number of full and part time jobs created and maintained by each such tenant for inclusion in the Company's reporting to or at the request of the Agency.

(b) Notwithstanding the provisions of subsection 8.7(a), the Company may, in good faith, actively contest the validity or the applicability of any requirement of the nature referred to in said subsection 8.7(a), provided that the Company shall have first notified the Agency of such contest, no Event of Default shall be continuing under this Agency Lease, or any of the other Company Documents; and such contest and failure to comply with such requirement shall not subject the Project Facility to loss or forfeiture. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency or its members, officers, agents, or employees may be liable for prosecution for failure to comply therewith, in which event the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

8.8 DISCHARGE OF LIENS AND ENCUMBRANCES.

During the Term of this Agency Lease, the Company hereby covenants that, except for Permitted Encumbrances, the Company agrees not to create, or suffer to be created, any Lien on the Project Facility, or any part thereof without the prior written consent of the Agency. The Company shall promptly notify the Agency of any Permitted Encumbrances created, or suffered to be created, on the Project Facility.

8.9 PERFORMANCE BY AGENCY OF COMPANY'S OBLIGATIONS.

Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, upon ten (10) days' prior written notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company, or the Agency and paying all expenses, including, without limitation, reasonable attorneys' fees; and the Company shall pay immediately upon demand all sums so expended by the Agency under the authority hereof, together with the interest thereon at a rate of ten percent (10%) per annum or the highest rate per annum permitted by law, whichever is greater.

8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS.

The parties agree that as between them, the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other State and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

8.11 EMPLOYMENT OPPORTUNITIES.

The Company shall ensure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

8.12 SALES AND USE TAX EXEMPTION.

(a) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain State and local sales use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. The Agency makes no representations or warranties that any property is exempt from the payment of State or local sales or use taxes. Any exemption from the payment of State or local sales or use taxes resulting from the involvement of the Agency with the Project shall be subject to Section 875 of the Act and shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date. No operating expenses of the Project Facility, and no other purchases of services or property shall be subject to an exemption from the payment of State sales or use tax. It is the intention of the parties hereto that the Company will receive a State and local sales and use tax exemption with respect to the Project, said sales tax exemption to be evidenced by a letter to be issued by the Agency on the date of the execution of this Agency Lease. The Company acknowledges that as an agent of the Agency, it must complete and provide to each vendor Form ST-123 for purchases. The failure to furnish a completed Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate) with each purchase will result in loss of the exemption for that purchase.

(b) The Company may use and appoint a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") in furtherance of the completion of the Project. However, for each Additional Agent, the Company must first: (i) cause the each such appointed Additional Agent to execute and deliver a sub-agent agreement, in the form attached hereto at **Exhibit "F"**, and provide a fully executed copy to the Agency; and (ii) submit a completed Form ST-60 to the Agency for execution and filing with the New York State Department of Taxation and Finance.

(c) The Company acknowledges and agrees that an Additional Agent must be appointed as an agent of the Agency in order to avail itself of the Agency's sales and use tax exemption for purchases or rentals of equipment, tools and supplies with respect to the Project Facility. The Company further acknowledges and agrees that any State and local sales use taxes that were available to the Phase 1 Project have been either fully utilized or abandoned as of the date hereof; but, the Company remains obligated to comply with all reporting and other requirements and other relative to the State and local sales and use taxes utilized with respect to Phase 1 Project.

(d) Pursuant to Section 874(8) of the Act, the Company agrees to annually file and cause each Additional Agent or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, and provide the Agency with a copy of same, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "***Annual Sales Tax Report***"), a statement of the value of all sales and use tax exemptions claimed by the Company and all other Additional Agents under the authority granted to the Company pursuant to Section 4.1(b) of this Agency Lease. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency. Therefore, if the Company shall fail to comply

with the requirements of this subsection (d), irrespective of any notice and cure period afforded, the Company and each Additional Agent shall immediately cease to be the agent of the Agency in connection with the Project. The Company is responsible for obtaining from the New York State Department of Taxation and Finance the current version of such Annual Sales Tax Report.

(e) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the Company pursuant to Section 874(8) of the Act for itself and any Additional Agent.

(f) Pursuant to Section 874(9) of the Act, the Agency agrees to file within thirty (30) days of the Closing Date with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "***Thirty-Day Sales Tax Report***"), a statement identifying the Company, or 30 days from the appointment of any Additional Agent appointed in accordance with the terms herein, as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating the estimated value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(g) Pursuant to Section 875(3) of the Act, and in conjunction with Agency policy, the Agency shall and in some circumstances may, recover, recapture, receive or otherwise obtain from the Company the portion of the Financial Assistance consisting of State and local sales and use tax exemption (the "***Sales Tax Recapture Amount***") in accordance with the Agency's Recapture Policy, a copy of which is attached hereto at **Exhibit "G"**, this Agency Lease and the Project Agreement.

8.13 IDENTIFICATION OF THE EQUIPMENT.

All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency.

8.14 REMOVAL OF EQUIPMENT.

(a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part. The Company shall be obligated to replace such Equipment as necessary to maintain the Project Facility in accordance with the terms hereof.

(b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment. The Company shall pay any costs (including reasonable attorneys' fees) incurred in transferring title to and releasing any item of Equipment removed pursuant to this Section.

(c) The removal of any item of Equipment pursuant to this Section shall not entitle the Company to any abatement of or diminution of the rents payable hereunder.

ARTICLE IX
ASSIGNMENTS; TRANSFERS; MERGER OF AGENCY

9.1 ASSIGNMENT OF AGENCY LEASE.

This Agency Lease may not be assigned by the Company, in whole or in part, nor all or any part of the Project Facility subleased, nor any part of the Project Facility sold, leased, transferred, conveyed or otherwise disposed of without the prior written consent of the Agency, which consent shall be in the Agency's sole and absolute discretion; provided however, that the Company may enter into leases for individual rental units that are part of the Project Facility without the consent of the Agency. Notwithstanding anything herein to the contrary, under no circumstances shall the Agency be required to mortgage, grant a security interest in or assign its rights to receive the rents hereunder or its rights to be indemnified in accordance with the terms of this Agency Lease; or assign its Unassigned Rights. Any assignment or sublease of this Agency Lease shall not effect a release of the Company from its obligations hereunder. Any assignment or sublease of this Agency Lease shall not effect a release of the Company from its obligations hereunder or under the PILOT Agreement.

9.2 TRANSFERS OF INTERESTS.

Company shall not assign or otherwise transfer or allow an assignment or transfer, of a controlling interest in the Company, whether by operation of law or otherwise (including, without limitation, by way of a merger, consolidation or a change of control whereby the current existing equity holders of the Company, as of the date of the application to the Agency, would own, in the aggregate, less than a majority of the total combined voting power of all classes of equity interest of the Company or any surviving entity), without the prior written consent of Agency, which consent shall be in the Agency's sole and absolute discretion. Notwithstanding anything herein to the contrary, the equity holders in the Company may transfer a majority interest in the Company to a Related Person.

9.3 MERGER OF AGENCY.

(a) Nothing contained in this Agency Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Agency Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) Promptly following the effective date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT DEFINED.

The following shall be "Events of Default" under this Agency Lease, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agency Lease, any one or more of the following events:

(a) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to subsection 5.3 or 8.12(g); or

(b) Failure by the Company to maintain the insurance required by Section 6.3; or

(c) A failure of the Company to remain current on all taxes owed including but not limited to real property taxes and/or payments in lieu thereof; or

(d) A default in the performance or the observance of any other of the covenants, conditions, or agreements on the part of the Company in this Agency Lease and the continuance thereof for a period of thirty (30) days after written notice is given by the Agency or, if such covenant, condition, or agreement is capable of cure but cannot reasonably be cured within such thirty-day period, the failure of the Company to commence to cure within such thirty-day period and to prosecute the same with due diligence and cure the same within an additional thirty (30) days; or

(e) A transfer in contravention of Article 9 hereof;

(f) The occurrence of an "Event of Default" under the Mortgage, the PILOT Agreement, the Company Lease, the Project Agreement or any of the other Company Documents which is not timely cured as provided therein; or

(g) The Company shall generally not pay its debts as such debts become due or is unable to pay its debts as they become due.

(h) The Company shall conceal, remove, or permit to be concealed or removed any part of its Property with intent to hinder, delay, or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance, or similar law, or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid, or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof; or

(i) By order of a court of competent jurisdiction, a trustee, receiver, or liquidator of the Project Facility, or any part thereof, or of the Company shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(j) The filing by the Company of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute; the failure by the Company within sixty (60) days to lift any execution, garnishment, or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder; the commencement of a case under Title 11 of the United States Code against the Company as the debtor, or commencement under any other federal or state bankruptcy statute of a case, action, or proceeding against the Company, and continuation of such case, action, or proceeding without dismissal for a period of sixty (60) days; the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company; or in connection with any insolvency or bankruptcy case, action, or proceeding, appointment by final order, judgment, or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Company unless such order, judgment, or decree is vacated, dismissed, or dissolved within sixty (60) days of its issuance.

(k) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance.

(l) Failure to comply with Company's Reporting Requirements.

(m) Failure to maintain the AMI Restrictions.

10.2 REMEDIES ON DEFAULT.

(a) Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable; (i) all unpaid installments of rent payable pursuant to Section 5.3 hereof and (ii) all other payments due under this Agency Lease.

(2) Terminate this Agency Lease;

(3) Terminate the Company Lease;

(4) Terminate the PILOT Agreement;

(5) Terminate the Company's appointment as agent of the Agency; or

(6) Take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder or under the

Company Lease, the Project Agreement, or the PILOT Agreement, and/or to enforce the Company's obligations and duties under the Company Documents and the Agency's rights under the Agency Documents, including but not limited to, specific performance; or

(7) Seek to recover all or some of the Recapture Amount in accordance with the Agency's Recapture Policy, this Agency Lease and the Project Agreement.

(b) No action taken pursuant to this Section 10.2 shall relieve the Company from its obligations to make all payments required by Sections 5.3(b) and 8.2 hereof.

10.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agency Lease, the Company Lease and the other Company Documents or the PILOT Agreement now or hereafter existing at law or in equity to collect any amounts then due, or thereafter to become due, hereunder and thereunder and to enforce the Agency's right to terminate this Agency Lease, the PILOT Agreement and the Company Lease. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article 10, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Agency Lease.

10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.

The Company shall remit, upon the execution and delivery of this Agency Lease, all legal fees and costs incurred by the Agency in conjunction with the Project Facility, its approval, and the Financial Assistance to date. In the event the Company should Default under any of the provisions of this Agency Lease, or a dispute arises hereunder, and the Agency should employ attorneys or incur other expenses to preserve or enforce its rights hereunder or for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees and costs of such attorneys and such other expenses so incurred. In addition, the Company acknowledges that to the extent there are any post-closing legal fees incurred by the Agency in conjunction with this Project, same are the obligation of the Company and as set forth herein.

10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI
MISCELLANEOUS

11.1 NOTICES.

All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a)	If to the Agency, to:	City of Syracuse Industrial Development Agency One Park Place 300 South State Street, Suite 700 Syracuse, New York 13202 Attn: Chair
	With a copy to:	Corporation Counsel City of Syracuse 233 East Washington Street Syracuse, New York 13202 and Bousquet Holstein PLLC One Lincoln Center, Suite 1000 110 West Fayette Street Syracuse, New York 13202 Attn: Susan R. Katzoff, Esq.
(b)	If to the Company:	101 North Salina St, LLC 101 North Salina Street, Suite 100 Syracuse, New York 13202 Attn: David Nutting, Member
	With a copy to:	Bond, Schoeneck & King PLLC One Lincoln Center Syracuse, New York 13202-1355 Attn: Paul W. Reichel, Esq.

The Agency and the Company, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, and other communications shall be sent.

11.2 BINDING EFFECT.

This Agency Lease shall inure to the benefit of and shall be binding upon the Agency and the Company and, as permitted by this Agency Lease, upon their respective heirs, successors and assigns.

11.3 SEVERABILITY.

If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall for any reason be held, or shall in fact be, inoperative, unenforceable, or contrary to law in any particular circumstance; such circumstance shall not render the provision in question inoperative or unenforceable in any other circumstance. Further, if any one or more of the sentences, clauses, paragraphs, or sections herein is contrary to law, then such covenant(s) or agreement(s) shall be deemed severable of remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Agency Lease.

11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Agency Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

11.5 EXECUTION OF COUNTERPARTS.

This Agency Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.6 APPLICABLE LAW.

This Agency Lease shall be governed exclusively by the applicable laws of the State of New York.

11.7 WAIVER OF TRIAL BY JURY.

THE COMPANY AND THE AGENCY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS AGENCY LEASE, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGENCY LEASE.

11.8 SUBORDINATION.

This Agency Lease shall be subject and subordinate to the Company Lease and the Mortgage and all Permitted Encumbrances in all respects. The Company Lease is deemed to be effective immediately prior to this Agency Lease.

11.9 SURVIVAL OF OBLIGATIONS.

(a) The obligations of the Company to repay, defend and/or provide the indemnity or information required by Sections 8.2, 8.5 and 8.12 hereof shall survive the

termination of this Agency Lease and all such payments and obligations after such termination shall be made upon demand of the party to whom such payment and/or obligation is due.

(b) The obligations of the Company to repay, defend and/or provide the indemnity required by Sections 8.2 and 8.12 shall survive the termination of this Agency Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency or its officers, members, agents (other than the Company) or employees relating thereto.

(c) The obligations of the Company required by Articles 4 and 5 and Sections 2.2, 8.4, 8.5, 10.4 and 11.14 hereof shall similarly survive the termination of this Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

The Table of Contents and the Section headings in this Agency Lease have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agency Lease.

11.11 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity; and the members, officers, agents and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State New York or of the City of Syracuse, and neither the State of New York nor the City of Syracuse shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

(d) For purposes of this Section 11.11, neither the Company nor any Additional Agent shall be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 11.11 shall not alter the full force and effect of any Event of Default under this Agency Lease.

11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.

(a) Contemporaneously with the termination of this Agency Lease in accordance with Section 5.2 hereof, the Agency shall sell and the Company shall purchase all the Agency's right, title and interest in and to all of the Equipment for a purchase price equal to the sum of One Dollar ($1.00), plus payment of all sums due and payable to the Agency or any other Person pursuant to this Agency Lease and the other Company Documents. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing and delivering the bill of sale together with any other documents therewith, including lease terminations in accordance with Section 5.2 hereof, and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Equipment.

(b) The sale and conveyance of the Agency's right, title and interest in and to the Equipment shall be effected by the execution and delivery by the Agency to the Company of a bill of sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfer of title.

(c) The Company agrees to prepare the bill of sale to Company and all schedules thereto, together with all necessary documentation, and to forward same to the Agency at least thirty (30) days prior to the date that title to the Equipment is to be conveyed to the Company.

11.13 ENTIRE AGREEMENT.

This Agency Lease and the Company Lease contain the entire agreement between the parties and all prior negotiations and agreements are merged therein.

11.14 DISCLOSURE.

Section 875(7) of the New York General Municipal Law ("*GML*") requires that the Agency post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company's competitive position, the Company must identify such elements in writing, supply same to the Agency on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

11.15 RECORDING AND FILING.

This Agency Lease or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Onondaga County, New York, or in such other office as may at the time be provided by law as the proper place for recordation or filing thereof.

11.16 NO JOINT VENTURE CREATED.

The Agency and the Company mutually agree that by entering into this Agency Lease the parties hereto are not entering into a joint venture.

IN WITNESS WHEREOF, the Agency and the Company have caused this Agency Lease to be executed in their respective names by their duly authorized representatives as of the day and year first written above.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

IN WITNESS WHEREOF, the Agency and the Company have caused this Agency Lease to be executed in their respective names by their duly authorized representatives as of the day and year first written above.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

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

On this 8th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lou L McRobbie
Notary Public
LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2026

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

On the ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 14 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2029

_____
Notary Public

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

EXHIBIT "B"

DESCRIPTION OF EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **101 NORTH SALINA ST, LLC** (the "***Company***") its contractors and subcontractors as agent or subagent of the City of Syracuse Industrial Development Agency, now or hereafter attached to, contained in or used or acquired in connection with the Project (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, refrigerators, rugs, furniture, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus aid materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT "C"

TABLE OF DEFINITIONS

The following terms shall have the meanings set forth below, unless the context or use clearly indicate another or different meaning and the singular form of such defined words and terms shall include the plural and vice versa:

***Act*:** means the New York State Industrial Development Agency Act (N.Y. Gen. Municipal Law §§ 850 et seq.) as amended, together with Section 926 of the N.Y. General Municipal Law, as amended from time to time.

Additional Agents: means a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents appointed by the Company in furtherance of the completion of the Project in accordance with the terms of the Agency Lease.

***Agency*:** means the City of Syracuse Industrial Development Agency and its successors and assigns.

***Agency Documents*:** means the Project Agreement, the Agency Lease, the Company Lease, the Mortgage, the PILOT Agreement and any other documents executed by the Agency in connection with the Project or the Financial Assistance granted in connection therewith.

***Agency Lease*:** means the amended and restated agency lease agreement, dated as of May 1, 2025 by and between the Agency and the Company, as the same may be further amended or supplemented from time to time.

"AMI Restrictions": means 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations.

Applicable Laws: means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2)

restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

Application(s): means collectively, the Original Application and the Phase 2 Application.

Authorized Representative: means for the Agency, the Chair or Vice Chair of the Agency; for the Company, its Member or its Managing Member (designated by resolution) or any officer designated in a certificate signed by an Authorized Representative of such Company and, for either the Agency or the Company, any additional persons designated to act on behalf of the Agency or the Company by written certificate furnished by the designating party containing the specimen signature of each designated person.

Benefit Affirmation Letter: means the benefit affirmation letter from the Agency to the Company dated February 24, 2025 solely related to the Phase 2 Project as acknowledged by the Company.

Bill of Sale: means collectively, the Phase 1 Bill of Sale and the Phase 2 Bill of Sale, each from the Company to the Agency, each in connection with the Equipment.

City: means the City of Syracuse.

Closing Date: means, for Phase 1 Project, December 17, 2021 and for Phase 2 Project May 16, 2025.

Closing Memorandum: means one or more the closing memorandum of the Agency relating to the Project.

Company: means 101 North Salina St, LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 101 North Salina Street, Suite 100, Syracuse, New York 13202, and its permitted successors and assigns.

Company Documents: means the Company Lease, the Agency Lease, the Project Agreement, the PILOT Agreement, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Bill of Sale and any other documents executed by the Company in connection with the Project or the Financial Assistance granted in connection therewith.

Company Lease: means the Amended and Restated Company Lease Agreement dated as of May 1, 2025 from the Company to the Agency, pursuant to which the Company leased the Project Facility to the Agency, as the same may be amended or supplemented from time to time.

Completion Date: means collectively, as applicable, the Phase 1 Completion Date and the Phase 2 Completion Date.

***Condemnation*:** means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

County: means the County of Onondaga in the State of New York.

***Environmental Compliance and Indemnification Agreement*:** means the Amended and Restated Environmental Compliance and Indemnification Agreement dated as of May 1, 2025 by the Company to the Agency.

***Equipment*:** means, collectively, the Phase 1 Equipment and the Phase 2 Equipment.

***Facility*:** means, collectively, the Phase 1 Facility and the Phase 2 Facility.

***Financial Assistance*:** means, collectively, the Phase 1 Financial Assistance and the Phase 2 Financial Assistance.

***Governmental Authority or Governmental Authorities*:** means any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign.

***Land*:** means the improved real property located at 101-239 North Salina Street in the City of Syracuse, County of Onondaga, State of New York, more particularly described on **Exhibit "A"** attached to the Agency Lease.

***Lien*:** means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale, or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases, and other similar title exceptions and encumbrances, including, but not limited to mechanics, materialmen, warehousemen, and carriers liens and other similar encumbrances effecting real property. For purposes hereof, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other person for security purposes.

***Mortgage*:** means one or more mortgages from the Agency and the Company to the Mortgagee and recorded in the Onondaga County Clerk's office subsequent to the filing and recording of the Memorandum of Agency Lease, securing construction and/or permanent financing for the Project Facility, executed in accordance with Section 4.5 of the Agency Lease, and securing the Note.

***Mortgagee*:** means a lender, its successors and assigns, providing financing pursuant to the Note and Mortgage, relative to the costs of reconstruction, renovation and/or equipping of the Project Facility.

***Net Proceeds*:** means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses, costs and taxes (including attorneys' fees) incurred in obtaining such gross proceeds.

***Note*:** means one or more notes given by the Company to the Mortgagee in connection with the Mortgage for construction or permanent financing relative to the Project Facility.

***Original Agency Lease*:** means the Agency Lease Agreement dated as of December 1, 2021, by and between the Agency and the Company, as the same may be amended or supplemented from time to time.

Original Application: means the application submitted by the Company to the Agency for the Phase 1 Project dated on or about May 7, 2021, requesting the Agency undertake the Phase 1 Project, as same may have been amended or supplemented from time to time.

***Permitted Encumbrances*:** means (A) utility, access and other easements and rights of way, and restrictions. encroachments and exceptions, that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) artisans', mechanics', materialmen's, warehousemen's, carriers', landlords', bankers', workmen's compensation, unemployment compensation and social security, and other similar Liens to the extent permitted by the Agency Lease, including the lien of the Mortgage, (C) Liens for taxes (1) to the extent permitted by the Agency Lease or (2) at the time not delinquent, (D) any Lien on the Project Facility obtained through any Agency Document or Company Document or the Mortgage, (E) Liens of judgments or awards in respect of which an appeal or proceeding for review shall be pending (or is pending within ten days after entry) and a stay of execution shall have been obtained (or is obtained within ten days after entry), or in connection with any claim or proceeding, (F) Liens on any Property hereafter acquired by the Company or any subsidiary which liens are created contemporaneously with such acquisition to secure or provide for the payment or financing of any part of the purchase price thereof, (G) Liens consisting solely of restrictions under any applicable laws or any negative covenants in any applicable agreements (but only to the extent that such restrictions and covenants do not prohibit the execution, delivery and performance by the Company of the Agency Lease and the Mortgage, and (H) existing mortgages or encumbrances on the Project Facility as of the Closing Date or thereafter incurred with the consent of the Mortgagee and the Agency.

***Person*:** means an individual, partnership, corporation, limited liability company, trust, or unincorporated organization, and any government or agency or political subdivision or branch thereof.

Phase 2 Application: means the application submitted by the Company to the Agency dated on or about October 17, 2024 for the Phase 2 Project, as same may be amended or supplemented from time to time.

Phase 1 Bill of Sale: means the bill of sale from the Company to the Agency dated as of December 1, 2021 in connection with the Phase 1 Equipment.

Phase 2 Bill of Sale: means the bill of sale from the Company to the Agency dated as of May1, 2025 in connection with the Phase 2 Equipment.

Phase 1 Completion Date: means June 30, 2023.

Phase 2 Completion Date: means August 31, 2026.

Phase 1 Equipment: means all materials, machinery, furnishings, fixtures and equipment installed or used at the Phase 1 Project Facility, as of the Phase 1 closing date and thereafter acquired for or installed in, or upon, the Phase 1 Project Facility, as more fully described in **Exhibit "B"** to the Original Agency Lease.

Phase 2 Equipment: means all materials, machinery, furnishings, fixtures and equipment installed or used at the Project Facility, as of the Phase 2 closing date and thereafter acquired for or installed in, or upon, the Phase 2 Project Facility, as more fully described in **Exhibit "B"** to the Agency Lease.

Phase 1 Facility: shall have the meaning ascribed thereto in the third ***WHEREAS*** clause of this Agency Lease.

Phase 2 Facility: shall have the meaning ascribed thereto in the sixth ***WHEREAS*** clause of this Agency Lease.

Phase 1 Financial Assistance: has the meaning given to such term in Section 854(14) of the Act and as defined in the third WHEREAS clause of this Agency Lease.

Phase 2 Financial Assistance: has the meaning given to such term in Section 854(14) of the Act and as defined in the sixth WHEREAS clause of this Agency Lease.

Phase 1 Project: shall have the meaning ascribed thereto in the third ***WHEREAS*** clause of this Agency Lease.

Phase 2 Project: shall have the meaning ascribed thereto in the sixth ***WHEREAS*** clause of this Agency Lease.

PILOT Agreement: means the Amended and Restated Payment in Lieu of Taxes Agreement dated as of May 1, 2025 between the Agency and the Company, as amended or supplemented from time to time.

Plans and Specifications: means all representations, plans and specifications presented by the Company to the Agency in its Application and as described in the Phase 1 Project description and the Phase 2 Project description in the third and sixth WHEREAS causes of this Amended and Restated Agency Lease, and any other presentation or representations made by the Company to the Agency relating to the construction, reconstruction, renovation, equipping and completion of the Project Facility; and any additional plans and specifications approved by the Mortgagee.

Project: shall collectively mean Phase 1 Project and Phase 2 Project.

Project Agreement: means the Amended and Restated Project Agreement dated as of May 1, 2025 between the Company and the Agency setting forth rights and obligations of the parties with respect to the Financial Assistance, as the same may be amended or supplemented from time to time.

***Project Facility*:** means the Land, the Facility and the Equipment.

***Property*:** means any interest in any kind of property or asset, whether real, personal, or mixed, or tangible or intangible.

Recapture Amount: means collectively, the Sales Tax Recapture Amount and all direct monetary benefits and all other components of Financial Assistance.

Related Person: means a Related Person as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended.

***Resolution or Resolutions*:** means the Agency's resolutions adopted on June 15, 2021 and February 25, 2025 authorizing the undertaking of the Project and the execution and delivery of certain documents by the Agency in connection therewith.

Sales and Use Tax or State Sales and Use Taxes: means, when used with respect to State sales and use taxes, sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Sales Tax Recapture Amount: means the portion of the Financial Assistance consisting of State and local sales and use tax exemption the Agency shall and in some circumstances may, recover, recapture, receive or otherwise obtain from the Company pursuant to Section 875(3) of the Act, and in conjunction with Agency policy, in accordance with the Agency's Recapture Policy.

***SEQRA*:** means the State Environmental Quality Review Act constituting Article 8 of the State Environmental Conservation Law and the regulations promulgated thereunder, as amended.

***State*:** means the State of New York.

Term: means May 1, 2025 until 11:59 p.m. on June 30, 2037, unless earlier terminated in accordance with the terms of the Agency Lease.

***Unassigned Rights*:** means:

(i) the right of the Agency in its own behalf to receive all opinions of counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other notices or communications, if any, required to be delivered to the Agency under the Agency Lease;

(ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency under the Agency Lease;

(iii) the right of the Agency to enforce or otherwise exercise in its own behalf all agreements of the Company with respect to ensuring that the Project Facility shall always constitute a qualified "project" as defined in and as contemplated by the Act;

(iv) the right of the Agency to require and enforce any right of defense and any indemnity from any Person;

(v) the right of the Agency in its own behalf (or on behalf of the appropriate taxing authorities) to enforce, receive amounts payable under or otherwise exercise its rights under Sections 2.2(f), 2.2(h), 2.2(m), 2.2(q), 4.1, 4.5, 5.3, 5.4, 6.2, 6.3, 6.4, 8.2, 8.3, 8.5, 8.7, 8.9, 8.12, 10.2, 10.4, 11.9, 11.11 and 11.12 of the Agency Lease and Sections 2.6(g), 4.8 and 4.9 of the Company Lease; and

(vi) the right of the Agency in its own behalf to declare an Event of Default and enforce its remedies under Article X of the Agency Lease or with respect to any of the Agency's Unassigned Rights.

EXHIBIT "D"

LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

_____ (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company						General Contractor					
Representative for Contract Bids and Awards						Contact					
Address						Address					
City		ST		Zip		City		ST		Zip	
Phone		Fax				Phone		Fax			
Email						Email					
Project Address						Construction Start Date					
City		ST		Zip		Occupancy Date					

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition			
Foundation and footings			
Building			
Masonry			
Metals			
Wood/casework			
Thermal/moisture proof			
Doors, windows, glazing			
Finishes			
Electrical			
HVAC			
Plumbing			
Specialties			
Machinery & Equipment			
Furniture and Fixtures			
Utilities			
Paving			
Landscaping			
Other (identify)			

Date: _____ **Company:** _____

Signature: _____ **Name:** _____

EXHIBIT "E"

FORM OF ANNUAL REPORTING QUESTIONNAIRE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
One Park Place, 300 South State Street, 7th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

Our auditors, _____, CPAs are conducting an audit of our financial statements for the year ended December 31, _____. In connection with that audit, we request that you furnish certain information directly to our auditor with regard to the following security issued by/through the City of Syracuse Industrial Development Agency:

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

Please provide the following information as of December 31, [year]:

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

(If Yes, please update information in Paragraph 1 above)

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: $_____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

Form of Syracuse Industrial Development Agency — Project Jobs Data [year]

From:

To: , CPAs

Re:

The following jobs information is furnished to you with regard to the above cited project:

A. Job Retention/Creation:

I. Construction Jobs:

Provide the name of your general contractor: _____.

Provide the address (including county) of your general contractor: _____.

Is the general contractor MWBE qualified? _____.

Is the general contractor Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) qualified? _____.

For each contractor and/or sub-contractor, provide the following information for the reporting period:

Bid awarded to (Name/Address/ County*)	Value of contract	MWBE (Yes/No)	MWBE Certified State or City	SDVOBE (Yes/No)	Number of jobs (FTE)	Number FTEs hired for construction residing within City	Number of total FTEs hired for construction

***Must include county and street address**

II. Permanent (non-construction) Jobs:

Number of FTEs retained at the Project prior to date of application: _____.

Number of FTEs created by the Project during the reporting calendar year (*exclusive of construction jobs*): _____.

Of the jobs created by the Project during the reporting year (*exclusive of construction jobs*) identify how many are in each of the following categories:

Professional/Managerial/Technical - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer). **Number of jobs created in reporting year _____.**

Skilled - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise level (examples: electrician, computer operator, administrative assistant, carpenter, sales representative). **Number of jobs created in reporting year _____.**

Unskilled or Semi-Skilled - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk). **Number of jobs created in reporting year _____.**

Identify:

the average annual salary range of the FTEs (*exclusive of construction jobs*) created during the reporting year: $_____.

the total number of jobs (*exclusive of construction jobs*) created by the Project from the date of application through the reporting date: _____.

the total number of jobs (retained and created, *but exclusive of construction jobs*) at the Project from the date of application through the reporting date: _____.

What is the annual average salary range of the FTEs (*exclusive of construction jobs*) created at the Project to date: $_____.

B. Geographical Hiring Data:

1. Construction jobs:

Of the construction jobs created during the reporting period, provide the street addresses and zip codes for the hires (based upon hire's residence)..

2. FTEs hired (*exclusive of construction jobs*)

Of the FTE jobs created during the reporting period, provide the zip codes for the hires (based upon hire's residence).

Provide the same information reflecting FTEs hired from the date of application through the reporting date at the Project.
Comments:

_____

_____

_____

_____

_____
Signature

_____
Print Name

_____
Title

_____
Date

FORM OF
QUARTERLY REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: _____ SIDA REPRESENTATIVE: _____

ADDRESS: _____ CONTRACT/PROJECT NAME: _____

TOWN/COUNTY/ZIP: _____ CONTRACT/PROJECT #: _____

CONTACT PERSON: _____ PROJECT START DATE: _____

TELEPHONE: _____ PERCENT COMPLETE: _____

EMAIL: _____ ACTUAL COMPLETION DATE: _____

REPORTING PERIOD: ☐ **Monthly for the Month of:**

☐ **Quarterly (Check Applicable):**

☐ **Quarter 1 (4/1-6/30)** | ☐ **Quarter 2 (7/1-9/30)** | ☐ **Quarter 3 (10/1-12/31)** | ☐ **Quarter 4 (1/1-3/31)**

Attach MWBE and SDVOB payment applications, lien waivers and canceled checks as proof of payment to the identified MWBE's and SDVOB's.

This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$

CERTIFICATION: I, _____ (Print Name), the _____ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ **DATE:** _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

SIDA - City of Syracuse Residency
Report

Reporting Period:	Reporting Entity:	Report includes:
O January 1, 2023 - March 31, 2023	O Contractor	O Contractor/Subcontractor's total work force
O April 1, 2023 - June 30, 2023	O Subcontractor	
O July 1, 2023 - September 30, 2023		
O October 1, 2023 - December 31, 2023	Scope of Work:	

Contractor's Name:	Date:
Contractor's Address:	
Telephone No: / Email Address:	

Enter your employee name and address (including zip code)

Name of Employee	Street Address	City	Zip Code

_____, has read the foregoing and affirms, under the penalties of perjury, that: (i) [s]he is the _____ of _____ (the "Company") and has the authority to bind the Company; (ii) [s]he has read the foregoing outlining the MWBE and local hiring statistics for the project located at _____, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete. All of the foregoing is subscribed and affirmed under the penalties of perjury.

_____
[Signature]

EXHIBIT "F"

FORM OF SUB-AGENT AGREEMENT

Sub-Agent Employer ID Number: _____
Sub-Agent Telephone Number: _____

SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "***Agreement***"), dated as of _____, 20__, is by and between **101 NORTH SALINA ST, LLC**, with a mailing address of 101 North Salina Street, Suite 100, Syracuse, New York 13202 (the "***Company***"), and _____, a _____ of the State of New York, having an office for the transaction of business at _____ (the "***Sub-Agent***").

W I T N E S S E T H:

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") was created by Chapter 641 of the Laws of 1979 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "***Act***") as a body corporate and politic and as a public benefit corporation of the State of New York (the "***State***"); and

WHEREAS, by resolution of its members adopted on February 25, 2025 (the "***Resolution***"), the Agency agreed to undertake a project for the benefit of the Company (the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior mechanical and structural upgrades and the construction or installation of various amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage, and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, under the Resolution and in the amended and restated agency Lease agreement by and between the Company and the Agency dated as of May 1, 2025 (the "***Agency Lease***") the Agency appointed the Company as its agent for purposes of completing the Project and delegated to the Company the authority to appoint as agents of the Agency a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (the "***Additional Agents***" or "***Sub-Agents***"), for the purpose of completing the Project and benefitting from the State and local sales and use tax exemption that forms a portion of the Financial Assistance all in accordance with the terms of the Resolution and the Agency Lease; and

WHEREAS, the Company and the Agency entered into an amended and restated project agreement dated as of May 1, 2025 (the "***Project Agreement***").

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Company hereby appoints the Sub-Agent as an Additional Agent of the Agency for the purpose of assisting the Company and the Agency in the completion of the Project and benefitting from the State and local sales and use tax exemption relative to expenditures made in furtherance thereof. The Sub-Agent is only an agent of the Agency for the aforementioned purposes. The Sub-Agent hereby agrees to limit its activities as agent for the Agency under the authority of this Agreement to acts reasonably related to the completion of the Project Facility.

2. The Sub-Agent represents, warrants, covenants, agrees and acknowledges:

a. that the undersigned is an authorized representative of the Sub-Agent with authority to bind the Sub-Agent and upon execution of this Agreement by the undersigned, same shall be binding upon the Sub-Agent.

b. to make all records and information regarding State and local sales and use tax exemption benefits claimed by it in connection with the Project available to the Company and the Agency upon request. The Sub-Agent agrees to comply with all procedures and policies established by the State Department of Taxation and Finance, or any similar entity, regarding the documenting or reporting of any State and local sales and use tax exemption benefits, including providing to the Company all information of the Sub-Agent necessary for the Company to complete the State Department of Taxation and Finance's "Annual Report of Sales and Use Tax Exemptions" (Form ST-340).

c. to be bound by and comply with the terms and conditions of the Agency's policies, the Resolution and Section 875(3) of the Act (as if such section were fully set forth herein). Without limiting the scope of the foregoing, the Sub-Agent acknowledges and agrees to be bound by the Agency's Suspension, Discontinuation and Recapture of Benefits Policy (the "***Recapture Policy***"), a copy of which is attached hereto as **Schedule "A"**.

d. that the failure of the Sub-Agent to promptly pay any Sales Tax Recapture Amount in accordance with the Recapture Policy, the Agency Lease and/or the Resolution to the Agency will be grounds for the Agency, the State Commissioner of Taxation and Finance or such other entity, to collect sales and use taxes from the Sub-Agent under Article 28 of the Tax Law, or

other applicable law, policy or contract, together with interest and penalties. In addition to the foregoing, the Sub-Agent acknowledges and agrees that for purposes of exemption from State sales and use taxation, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the Tax Law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

e. that all purchases made by the Sub-Agent in connection with the Project shall be made using Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate), a copy of which is attached hereto as **Exhibit "A"**). It shall be the responsibility of the Sub-Agent (and not the Company or the Agency) to complete Form ST-123. The failure to furnish a completed Form ST-123 with each purchase will result in loss of the exemption for that purchase.

f. that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Sub-Agent is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Sub-Agent acknowledges and agrees that the bill of invoice should state, "I, [NAME OF SUB-AGENT], certify that I am a duly appointed agent of the City of Syracuse Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the following Agency project and that such purchases qualify as exempt from sales and use taxes under my Sub-Agent Appointment Agreement." The Sub-Agent further acknowledges and agrees that the following information shall be used by the Sub-Agent to identify the Project on each bill and invoice: 101 NORTH SALINA ST, LLC PROJECT – THE POST APARTMENTS, 101-239 North Salina Street, IDA Project No.: 3102-250____.

g. that for purposes of any exemption from the State sales and use taxation as part of any Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

h. that the Sub-Agent shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), for such claims or liabilities that arise as a result of the Sub-Agent acting as agent for the Agency pursuant to this Agreement or otherwise.

The Sub-Agent shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation only to Sub-Agent's work on or for the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

The foregoing defenses and indemnities shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

i. that as agent for the Agency or otherwise, the Sub-Agent will comply at the Sub-Agent's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Sub-Agent with respect to the Project Facility.

j. that Section 875(7) of the Act requires the Agency to post on its website all resolutions and agreements relating to the Sub-Agent's appointment as an agent of the Agency or otherwise related to the Project, including this Agreement, and that Public Officers Law Article 6 declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Sub-Agent feels that there is information about the Sub-Agent in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Sub-Agent's competitive position, the Sub-Agent must identify such elements in writing, supply same to the Agency prior to or contemporaneously with the execution hereof and request that such elements be kept confidential in accordance with Public Officers Law Article 6. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the Act.

k. The Sub-Agent agrees Local contractors and suppliers will be used for the construction and equipping of the Project unless a waiver is first received from the Agency in writing. Such waiver shall be in the Agency's sole discretion. The Sub-Agent agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project. Local shall mean, for the purposes of this Agreement, Onondaga, Oswego, Madison, Cayuga, Cortland and Oneida Counties. Failure to comply with the local labor requirements of this Section (j) (collectively, the "***Local Labor Requirements***") may result in the revocation or recapture of benefits provided/approved to the Project by the Agency.

l. **the Sub-agent shall work with the Company to ensure compliance with the Agency's MWBE and local hiring requirements as set forth in the Agency's Project Approval Policy.**

m. that the Sub-Agent must timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project on an annual basis.

n. that the failure to comply with the foregoing will result in the loss of the exemption.

o. that if the Sub-Agent is the general contractor for the Project, then at all times following the execution of this Agreement, and during the term thereof, the Sub-Agent shall maintain or cause to be maintained the following insurance policies with an insurance company licensed in the State that has an A.M. Best rating of not less than A-:

(a) Insurance against loss or damage by fire, lightning, and other casualties customarily insured against (with a uniform standard extended coverage endorsement), such insurance to be in an amount not less than the full replacement value of the completed Project Facility, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the general contractor.

(b) Workers' compensation insurance, disability benefits' insurance, and each other form of insurance which the general contractor is required by law to provide covering loss resulting from injury, sickness, disability, or death of employees of the general contractor who are located at or assigned to the Project Facility;

(c) A policy of commercial general liability insurance with a limit of liability of not less than $1,000,000 per occurrence on an "occurrence" basis and $2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Agency Lease and personal injury, with blanket excess liability coverage in an amount not less than $2,000,000, covering the Project Facility and Equipment and the Company's and the Agency's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Project Facility or in connection with the ownership, maintenance, use and/or occupancy of the Project Facility and all appurtenant areas.

In addition, all insurance required by this section shall be with insurance companies of recognized financial standing selected by the general contractor and licensed to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other Persons engaged in businesses similar in size, character, and other respects to those in which the general contractor is engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name the general contractor as insured and the Agency as an additional insured, as its interests may appear, and shall provide that such coverage with respect to the Agency be primary and non-contributory with any insurance secured by the Agency and require at least thirty (30) days' prior written notice to the Agency of cancellation, reduction in policy limits, or material change in coverage thereof.

Prior to the effective date of this Agreement, the general contractor shall deliver to the Agency, satisfactory to the Agency in form and substance: (i) Certificates evidencing all insurance required hereby; (ii) the additional insured endorsement(s) applicable to the Agency; (iii) the final insurance binder addressed to the general contractor covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In

addition, the general contractor shall provide, if so requested by the Agency, a final and complete copy of each insurance policy within thirty (30) days of the execution of this Agreement.

The general contractor shall deliver or cause to be delivered to the Agency on or before the first business day of each January thereafter each of the items set forth in the immediately preceding paragraphs, dated not earlier than the immediately preceding month, reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required hereby for so long as the general contractor is performing, supervising or causing work to be done on or at the Project Facility. The general contractor shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement in each such year.

p. that every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflicts-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Sub-Agent irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

3. Failure of the Sub-Agent to comply with any of the provisions of this Agreement shall result in the immediate nullification of the appointment of the Sub-Agent and the immediate termination of this Agreement and may result in the loss of the Company's State and local sales and use tax exemption with respect to the Project at the sole discretion of the Agency. In addition, such failure may result in the recapture of the State and local sales and use taxes avoided.

4. The Company acknowledges that the assumption of certain obligations by the Sub-Agent in accordance with this Agreement does not relieve the Company of its obligations under any provisions of the Agency Lease or of any other agreement entered into by the Company in connection with the Project.

5. The Company and the Sub-Agent agree that the Agency is a third-party beneficiary of this Agreement.

6. This Agreement shall be in effect until the earlier of: (i) the completion of the work on the Project by the Sub-Agent; or (ii) the Sub-Agent's loss of status as an agent of the Agency as set forth herein. Notwithstanding the foregoing, the provisions of Sections 2(b), 2(c), 2(f), 2(g), 2(j), and 2(l) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Company and the Sub-Agent have caused this Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

EXHIBIT "A"
to Sub-Agent Agreement

FORM ST-123

New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123
(7/14)

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

Name of seller	Name of agent or project operator
Street address	Street address
City, town, or village — State — ZIP code	City, town, or village — State — ZIP code
	Agent or project operator sales tax ID number (see instructions)

Mark an **X** in one: ☐ Single-purchase certificate ☐ Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA		
Name of project	IDA project number (see instructions)	
Street address of project site		
City, town, or village	State	ZIP code
Enter the date that you were appointed agent or project operator (mm/dd/yy) ..... / /	Enter the date that agent or project operator status ends (mm/dd/yy) ..... / /	

Exempt purchases

*(Mark an **X** in boxes that apply)*

☐ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project

☐ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project

☐ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

A. Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.

B. Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.

C. Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A $50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features

Sales Tax Information Center:	(518) 485-2889
To order forms and publications:	(518) 457-5431
Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY):	(518) 485-5082

SCHEDULE "A"
to Sub-Agent Agreement

RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency (the "*Agency*") has adopted this Recapture Policy (the "*Recapture Policy*") in accordance with Sections 874(10) and 874(11) of the New York State General Municipal Law. This Recapture Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "*Enabling Act*") and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the "*Act*"), and any other applicable law.

II. MANDATORY RECAPTURE OF THE NEW YORK STATE PORTION OF SALES AND USE TAX

The Agency shall recapture from project applicants New York State sales and use tax benefits, in accordance with the provisions of the General Municipal Law, from projects that utilized State sales and use tax exemptions:

a) To which the project was not entitled;

b) In excess of the amounts authorized by the Agency;

c) For property or services not authorized by the Agency; and/or

d) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and determine

State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a "*State Mandated Recapture Event*") and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

a) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.

b) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).

c) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

a) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a "*Local Sales Tax Benefit Violation*");

b) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention ("*Job Deficit*");

c) the total investment actually made with respect to the project at the project's completion date is less than 85 percent of its investment requirement ("*Investment Deficit*");

d) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project ("*Reporting Failure*"); or

e) there otherwise occurs any event of default under any project document (each, an "Event of Default") or a material violation of the terms and conditions of any project document (a "*Material Violation*").

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency's attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a "*Noncompliance Event*") has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

a) Whether the company has proceeded in good faith.

b) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.

c) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency's rights were not exercised.

d) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.

e) The assessment prepared in accordance with the Agency's Annual Assessment Policy.

f) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the "*Determination*"). The Determination shall provide terms, if any, by which a company may remedy any Noncompliance Event (other than a State Mandated Recapture Event) upon which the Determination was based. The company must

submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

EXHIBIT "G"

RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency (the "*Agency*") has adopted this Recapture Policy (the "*Recapture Policy*") in accordance with Sections 874(10) and 874(11) of the New York State General Municipal Law. This Recapture Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "*Enabling Act*") and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the "*Act*"), and any other applicable law.

II. MANDATORY RECAPTURE OF THE NEW YORK STATE PORTION OF SALES AND USE TAX

The Agency shall recapture from project applicants New York State sales and use tax benefits, in accordance with the provisions of the General Municipal Law, from projects that utilized State sales and use tax exemptions:

e) To which the project was not entitled;

f) In excess of the amounts authorized by the Agency;

g) For property or services not authorized by the Agency; and/or

h) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and determine

State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a "*State Mandated Recapture Event*") and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

d) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.

e) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).

f) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

f) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a "*Local Sales Tax Benefit Violation*");

g) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention ("*Job Deficit*");

h) the total investment actually made with respect to the project at the project's completion date is less than 85 percent of its investment requirement ("*Investment Deficit*");

i) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project ("*Reporting Failure*"); or

j) there otherwise occurs any event of default under any project document (each, an "Event of Default") or a material violation of the terms and conditions of any project document (a "*Material Violation*").

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency's attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a "*Noncompliance Event*") has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

g) Whether the company has proceeded in good faith.

h) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.

i) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency's rights were not exercised.

j) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.

k) The assessment prepared in accordance with the Agency's Annual Assessment Policy.

l) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the "*Determination*"). The Determination shall provide terms, if any, by which a company may remedy any Noncompliance Event (other than a State Mandated Recapture Event) upon which the Determination was based. The company must

submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

SCHEDULE 1

FORM OF CERTIFICATION REGARDING ONGOING OBLIGATIONS UPON TERMINATION OF LEASES

CERTIFICATION

In _____, 2025, at the request of 101 North Salina St, LLC (the "***Company***"), the City of Syracuse Industrial Development Agency (the "***Agency***") undertook a project (the "***Project***") consisting of: (A)(i) the acquisition/continuation of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior mechanical and structural upgrades and the construction or installation of various amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage, and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The meaning of capitalized terms not otherwise defined herein shall have the meanings attached to them in the agency lease, dated as of May 1, 2025 between the Agency and the Company (the "***Agency Lease***").

On May ____, 2025 the Agency and the Company closed on a straight lease transaction with respect to the Project and the Financial Assistance (the "***Closing***") pursuant to which the parties executed and delivered the Company Documents and the Agency Documents (collectively the "***Lease Documents***").

Pursuant to the Company's request, the Agency terminated their leasehold interest in the Project Facility as of _____, 20___ (the "***Termination***").

Pursuant to the terms of the Agency lease, the Company is obligated to perform certain reporting requirements to the Agency:

(1) certain provisions and obligations of the Lease Documents survive the Termination, including: Article 4 of the Agency Lease and Sections 2.2, 8.2, 8.5, 8.12, 10.4, 11.7 and 11.14 of the Agency Lease;

(2) in accordance with its terms, the entire Project Agreement, and the Company's obligations thereunder, shall survive the Termination;

(3) the Company is familiar with all of the Agency's policies, including but not limited to, its Recapture Policy, and is bound thereby; and

(4) in furtherance of (i) above, but without limiting the foregoing, the Company continues to be obligated to comply with the following reporting obligation in accordance with Article 4 of the Project Agreement:

Section 4.01. Compliance Commitments. The Company agrees and covenants that it shall meet and maintain the commitments set forth in (a) below beginning in the first year after completion of the Project. The Company further agrees and covenants that it shall meet and maintain the commitments set forth in (b) below with respect to retained jobs set forth in the Application starting in the first year in which Financial Assistance is claimed and/or provided; and with respect to new jobs, the Company shall create, in years one (1) through five (5) following completion of the Project the new jobs set forth in the Company's Application. The reporting of, and the commitment to, each of (a), (b) and (c) below continuing for a five (5) year period following completion of the Project (the "***Term***"):

(a) The total investment made with respect to the Project at the Project's completion date shall equal to or exceed $19,115,532, being the total project cost as stated in the Company's Application for Financial Assistance (the "***Investment Commitment***").

(b) There were 197 full time equivalent ("***FTE***") employees retained by the Project Facility as of the date of the Application for Financial Assistance (the "***Baseline FTE***"). The Company's application estimated the creation of forty-one (41) new FTEs (the "***New FTEs***") at the Project Facility within the first five (5) years following the Completion Date of the Project Facility. The Company covenants and agrees to maintain the Baseline FTEs and create the New FTEs set forth above within the first five (5) years following completion of the Project Facility as of and in the years set forth in the Application. The Company shall be required to meet and maintain all of the foregoing employment commitments during the Term (as defined in Section 1.03 above) hereof (the "***Employment Commitment***").

(c) The Company shall annually provide to the Agency certain information to confirm that the Project is achieving the investment, job retention, job creation, and other objectives of the Project for the Term (the "***Reporting Commitment***").

Section 4.02. Reporting Requirement. As part of the commitments set forth in Section 4.01, the Company shall provide annually, to the Agency, a certified statement and supporting documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. **Exhibit A** contains a form of annual certification that the Company must complete and submit to the Agency on an annual basis. The Agency reserves the right to modify such form to require additional information that the Agency must have in order to comply with its reporting requirements under the Act.

Dated as of _____, 20___

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

EXHIBIT A
(to Form of Certification)

FORM OF ANNUAL REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
One Park Place, 300 South State Street, 7th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

Our auditors, _____, CPAs are conducting an audit of our financial statements for the year ended December 31, _____. In connection with that audit, we request that you furnish certain information directly to our auditor with regard to the following security issued by/through the City of Syracuse Industrial Development Agency:

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

Please provide the following information as of December 31, [year]:

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

(If Yes, please update information in Paragraph 1 above)

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: $_____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

Form of Syracuse Industrial Development Agency — Project Jobs Data [year]

From:

To: , CPAs

Re:

The following jobs information is furnished to you with regard to the above cited project:

A. Job Retention/Creation:

III. Construction Jobs:

Provide the name of your general contractor: _____.

Provide the address (including county) of your general contractor: _____.

Is the general contractor MWBE qualified? _____.

Is the general contractor Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) qualified? _____.

For each contractor and/or sub-contractor, provide the following information for the reporting period:

Bid awarded to (Name/Address/ County*)	Value of contract	MWBE (Yes/No)	MWBE Certified State or City	SDVOBE (Yes/No)	Number of jobs (FTE)	Number FTEs hired for construction residing within City	Number of total FTEs hired for construction

***Must include county and street address**

IV. Permanent (non-construction) Jobs:

Number of FTEs retained at the Project prior to date of application: _____.

Number of FTEs created by the Project during the reporting calendar year (*exclusive of construction jobs*): _____.

Of the jobs created by the Project during the reporting year (*exclusive of construction jobs*) identify how many are in each of the following categories:

Professional/Managerial/Technical - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer). **Number of jobs created in reporting year _____.**

Skilled - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise level (examples: electrician, computer operator, administrative assistant, carpenter, sales representative). **Number of jobs created in reporting year _____.**

Unskilled or Semi-Skilled - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk). **Number of jobs created in reporting year _____.**

Identify:

the average annual salary range of the FTEs (*exclusive of construction jobs*) created during the reporting year: $_____.

the total number of jobs (*exclusive of construction jobs*) created by the Project from the date of application through the reporting date: _____.

the total number of jobs (retained and created, *but exclusive of construction jobs*) at the Project from the date of application through the reporting date: _____.

What is the annual average salary range of the FTEs (*exclusive of construction jobs*) created at the Project to date: $_____.

B. Geographical Hiring Data:

3. Construction jobs:

Of the construction jobs created during the reporting period, provide the street addresses and zip codes for the hires (based upon hire's residence)..

4. FTEs hired (*exclusive of construction jobs*)

Of the FTE jobs created during the reporting period, provide the zip codes for the hires (based upon hire's residence).

Provide the same information reflecting FTEs hired from the date of application through the reporting date at the Project.
Comments:

_____

_____

_____

_____

_____
Signature

_____
Print Name

_____
Title

_____
Date

8

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOUSQUET HOLSTEIN
110 WESTFAYETTE STREET
SUITE 1000
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2
101 NORTH SALINA ST LLC

Index Type : Land Records
Instr Number : 2025-00016407
Book : **Page :**

Type of Instrument : Deed
Type of Transaction : Deed Misc
Recording Fee: $75.50
Recording Pages : 6

The Property affected by this instrument is situated in Syracuse, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # :	10137
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$75.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 05/29/2025

At (Recorded Time) : 3:15:37 PM

Doc ID - 059178310006

Emily Essi Bersani

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: ZJAGUN Printed On : 05/29/2025 At : 3:16:01PM

Recording and Return to:
Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan Katzoff, Esq.

MEMORANDUM OF AMENDED AND RESTATED AGENCY LEASE AGREEMENT

NAME AND ADDRESS OF LESSOR: City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE: 101 North Salina St, LLC
101 North Salina Street, Suite 100
Syracuse, New York 13202

DESCRIPTION OF LEASED PREMISES:

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being more particularly described in **Exhibit "A"** annexed hereto, together with the improvements thereon.

DATE OF EXECUTION OF AMENDED AND RESTATED AGENCY LEASE AGREEMENT:

As of May 1, 2025

TERM OF AMENDED AND RESTATED AGENCY LEASE AGREEMENT:

The term of the Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2037,** unless earlier terminated as provided in the Agency Lease Agreement.

***RIGHTS OF EXTENSION OR RENWAL*:** None.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of May, 2025.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

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

On this 8th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2026

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

On the _____ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of May, 2025.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

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

On this _____ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 14 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2027

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on

Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

TP-584 (9/19)

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)*	Social Security number (SSN)
☐ Individual	City of Syracuse Industrial Development Agency	
☒ Corporation	Mailing address	SSN
☐ Partnership	One Park Place, 300 South State Street, Suite 700	
☐ Estate/Trust	City / State / ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	Syracuse / NY / 13041	[redacted]
☐ Multi-member LLC	Single member's name if grantor is a single member LLC *(see instructions)*	Single member EIN or SSN
☐ Other		

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee)*	SSN
☐ Individual	101 North Salina St, LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	101 North Salina Street, Suite 100	
☐ Estate/Trust	City / State / ZIP code	EIN
☐ Single member LLC	Syracuse / NY / 13202	[redacted]
☒ Multi-member LLC	Single member's name if grantee is a single member LLC *(see instructions)*	Single member EIN or SSN
☐ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
104.-08-01.0	311500	101-239 North Salina Street	Syracuse	Onondaga

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 05 (month) / 01 (day) / 2025 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☒ Leasehold grant
o. ☐ Conveyance of an easement
p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $ _____		
	Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	0 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0 00
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	0 00
6	Total tax due* *(subtract line 5 from line 4)*	6.	0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an X in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* .....See Schedule "A" ..... k ☒

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
City of Syracuse Industrial Development Agency Eric Ennis	Executive Director	101 North Salina St, LLC By: 101 North Salina St Manager, LLC, its Manager David C. Nutting	Member

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
City of Syracuse Industrial Development Agency Eric Ennis	Executive Director	101 North Salina St, LLC By: 101 North Salina St Manager, LLC, its Manager David C. Nutting	Member
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

SCHEDULE "A"

The document being recorded for which this NYS Form TP-584 is being provided is a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal do not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.

CERTIFICATION

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agency Lease Agreement by and between the parties dated as of December 1, 2021.

The undersigned, David Nutting, Member and authorized signatory of 101 North Salina St, LLC (the "***Company***"), does hereby certify and confirm:

(1) that the Company has reviewed and understands the Agency's Local Access Policy (the "***Policy***") which states as follows:

> The Company understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation and equipping of the Project unless a written waiver is first received in accordance with the terms of the Policy. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency.
>
> For purposes of this Policy, the term "local" shall mean: Cayuga, Cortland, Madison, Onondaga, Oneida and Oswego Counties.

(2) that the Company has complied, and will, for so long as the Agency has an interest in the Project, continue to comply with, the Agency's Local Labor Policy.

Dated: December 1, 2021

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

10

CERTIFICATION

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Agency Lease Agreement by and between the parties dated as of May 1, 2025.

The undersigned, David Nutting, Member and authorized signatory of 101 North Salina St, LLC (the "***Company***"), does hereby certify and confirm:

(1) that the Company has reviewed and understands the Agency's Local Access Policy (the "***Local Access Policy***") which states as follows:

> The Company understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation and equipping of the Project unless a written waiver is first received in accordance with the terms of the Local Access Policy. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency.
>
> For purposes of the Local Access Policy, the term "local" shall mean: Cayuga, Cortland, Madison, Onondaga, Oneida and Oswego Counties.

(2) that the Company has reviewed and understands the Agency's Project Approval Policy (the "***Approval Policy***") which provides, in part that:

> *To qualify for any exemptions* under the Agency's Uniform Tax-Exempt Policy, every Project must commit to hiring 10% of its construction workforce, on a full-time basis, from residents of the City of Syracuse (the "***City***"); and every Project must commit to incorporate vendors that are minority and/or women-owned business enterprises, as certified by the State or the municipality ("***MWBE***"), equal to a minimum of 10% of all SIDA abatements during the construction phase. MWBE vendors must be located within Onondaga County. Such hiring may be accomplished through CNY Works, Syracuse Build or other existing programs aimed at training and promoting local hiring.

(3) that the Company has read and will, for so long as the Agency has an interest in the Project, comply with, the Agency's Local Access Policy and the Approval Policy each in their entirety.

Dated: May 1, 2025

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James P. Reagan Agency 8 E Main St Marcellus NY 13108	CONTACT NAME: Amber Swidowski PHONE (A/C, No, Ext): 315-673-2094 FAX (A/C, No): 315-673-1121 E-MAIL ADDRESS: certificates@reagancompanies.com
INSURED VIPSTRU-02 101 North Salina St., LLC 101 North Salina St. Syracuse, NY 13202	INSURER A : Merchants Mutual Ins. Company — 23329 INSURER B : Massachusetts Bay Insurance Company — 22306 INSURER C : The Travelers Indemnity Co — 25658 INSURER D : Hanover Insurance Companies — 22292 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1813630533 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	ZDSJ26962902	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ZDSJ26962902	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP0002685 EXA6438679	1/1/2025 1/1/2025	1/1/2026 1/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Builders Risk			IHS M040398 00	5/16/2025	8/31/2026	$15,500,000	$10,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Additional insured is on a primary and non-contributory basis, including on-going operations coverage as required by written contract.
Umbrella Liability: Additional insured is on a primary and non-contributory basis as required by written contract. Umbrella coverage follow form.
Waiver of subrogation is included on the General Liability and Umbrella policies as required by written contract.

Project: Renovations @ The Post Building- 101 N Salina St, Syracuse NY 13202

30 day notice of cancellation applies on the General Liability and Auto policies.

CERTIFICATE HOLDER

City of Syracuse Industrial Development Agency
300 South State Street, Suite 700
Syracuse NY 13202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

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a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS,** Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S) (Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

Name of Designated Entity	Mailing Address or Email Address	Number Days' Notice

SCHEDULE

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

MERCHANTS INSURANCE GROUP

Policy Number
CUP0002685
Policy Period
1/1/2025 - 1/1/2026

Merchants Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Primary and Non-Contributing Insurance

(Third Party)

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED: VIP STRUCTURES INC

ENDORSEMENT EFFECTIVE: 01/01/2025

(12:01 a.m.)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Section IV Conditions, item 5, Other Insurance and all sub-parts thereof, is deleted and replaced with the following as respects the Additional Insured shown below:

Section IV - Conditions

5. Other Insurance

   With respect to the Additional Insured shown below, the insurance provided by this policy is excess only over such coverage as is provided the Additional Insured by "underlying insurance" listed in the schedule of "underlying insurance" of this policy. No other insurance available to the Additional Insured shall be primary to or contributory with this insurance. Rather, any such other insurance shall be considered excess of the insurance provided by this policy.

The Third Party to whom this endorsement applies is:
AS REQUIRED BY WRITTEN CONTRACT AND PROVIDED BY THE UNDERLYING INSURANCE.

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.

All other terms and conditions of this policy remain the same.

MERCHANTS INSURANCE GROUP

Policy Number
CUP0002685
Policy Period
1/1/2025 - 1/1/2026

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following supersedes any provisions to the contrary.

It is agreed that with respect to Commercial General Liability, this insurance does not apply unless the liability is covered:

A. By valid and collectible underlying insurance as shown in the Schedule of Underlying Insurance; and

B. Only for such hazards which are covered by the underlying Commercial General Liability Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
300 SOUTH STATE STREET, SUITE 700
SYRACUSE, NY 13202

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James P. Reagan Agency 8 E Main St Marcellus NY 13108	CONTACT NAME: Amber Swidowski PHONE (A/C, No, Ext): 315-673-2094 FAX (A/C, No): 315-673-1121 E-MAIL ADDRESS: certificates@reagancompanies.com
INSURED VIPSTRU-02 VIP Structures, Inc. 101 N. Salina St Syracuse, NY 13202	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Cincinnati Insurance Company 10677 INSURER B : Hanover Insurance Companies 22292 INSURER C : Merchants Mutual Ins. Company 23329 INSURER D : Technology Ins Co 42376 INSURER E : The Travelers Indemnity Co 25658 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1983239287 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y	Y	EPP0669363	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	EBA0187000	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Phys Dmg	$ 1,000,000 $ $ $ $ 50,000
C E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP0002685 EXA6438679	1/1/2025 1/1/2025	1/1/2026 1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	TWC4559037	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B B A	Leased & Rented Equipment Builder's Risk Property Coverage			IHSA59768811 IHSA59768811 EPP0669363	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	$500,000 $1,500,000 See Below	$5,000 Ded. $2,500 Ded. .

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto Hired Physical Damage Deductibles: $1,000 Comp / $1,000 Collision

General Liability: Additional insured is on a primary and non-contributory basis, including products completed operations coverage as required by written contract.
Automobile: Additional insured is on a primary and non-contributory basis as required by written contract
Umbrella Liability: Additional insured is on a primary and non-contributory basis as required by written contract. Umbrella coverage follow form.
Waiver of subrogation is included on the General Liability, Auto, Umbrella, and Workers Compensation policies as required by written contract

See Attached...

CERTIFICATE HOLDER

City of Syracuse Industrial Development Agency
300 South State Street, Suite 700
Syracuse NY 13202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: VIPSTRU-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
James P. Reagan Agency	VIP Structures, Inc. 101 N. Salina St Syracuse, NY 13202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

*C105.2 attached

Project: Renovations @ The Post Building- 101 N Salina St, Syracuse NY 13202

30 day notice of cancellation applies on the General Liability, Auto and Umbrella policies.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) VIP Structures, Inc. 101 N. Salina St Syracuse, NY 13202 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 315-471-5338 1c. NYS Unemployment Insurance Employer Registration Number of Insured 18400921 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1269096
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Syracuse Industrial Development Agency 300 South State Street, Suite 700 Syracuse NY 13202	3a. Name of Insurance Carrier Technology Ins Co 3b. Policy Number of Entity Listed in Box "1a" TWC4559037 3c. Policy effective period 01/01/2025 to 01/01/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: J.Michael Reagan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *J.Michael Reagan* 5/14/2025
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-673-2094

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	8
5. Medical Payments	8
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	8
7. Waiver Of Subrogation	9
8. Automatic Additional Insured - Specified Relationships:	9
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	12
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	13
11. Broadened Notice Of Occurrence	13
12. Nonowned Aircraft	13
13. Bodily Injury Redefined	13
14. Expected Or Intended Injury Redefined	13
15. Former Employees As Insureds	13
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	13
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	15
18. Alienated Premises	15

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			$
		TOTAL ANNUAL PREMIUM	$

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program" and occurs during the policy period.

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(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay

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damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

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(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

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(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary, Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

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a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health dub subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such

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damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability

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in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

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(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

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Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

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1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this en-

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dorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

      (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

      (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

   If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

   If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CINCIPLUS®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT - NEW YORK

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

1. Limit of Insurance

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance 2. is amended to read:

2. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto"

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for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses.**

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

      (2) Actual cash value of the stolen or damaged property.

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b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** is amended to add the following:

As they apply to "Lease Gap", the cancellation provisions are amended as follows:

a. During the first sixty days a covered policy of lease gap insurance is initially in effect, no cancellation shall become effective until twenty days after written notice is mailed to the first named insured at the mailing address shown in the policy.

b. After a covered policy of lease gap insurance has been in effect for sixty days, or on or after the effective date, if the policy is a renewal, no cancellation or nonrenewal shall become effective until fifteen days after written notice is mailed or delivered to the first named insured at the mailing address shown in the policy and cancellation or nonrenewal is conditioned upon the termination of the lease for reasons other than a total loss of the personal property caused by its theft or physical damage, or is based one or more of the reasons set forth in the cancellation provisions of the policy; except that where the lease is for ten years or longer, the policy may be cancelled or nonrenewed forty-five days after written notice is mailed or delivered to the first named insured at the mailing address shown in the policy, if the cancellation or nonrenewal is to be effective upon the tenth anniversary date of the policy or any subsequent annual anniversary date,

c. This coverage shall be renewed for successive terms for the duration of the lease, unless cancelled or nonrenewed in accordance with Items **(a)** and **(b)** above.

3. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad, the exception contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad does not apply.

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MERCHANTS INSURANCE GROUP

Policy Number
CUP0002685
Policy Period
1/1/2025 - 1/1/2026

Merchants Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Primary and Non-Contributing Insurance

(Third Party)

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED: VIP STRUCTURES INC

ENDORSEMENT EFFECTIVE: 01/01/2025

(12:01 a.m.)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Section IV Conditions, item 5, Other Insurance and all sub-parts thereof, is deleted and replaced with the following as respects the Additional Insured shown below:

Section IV - Conditions

5. Other Insurance

   With respect to the Additional Insured shown below, the insurance provided by this policy is excess only over such coverage as is provided the Additional Insured by "underlying insurance" listed in the schedule of "underlying insurance" of this policy. No other insurance available to the Additional Insured shall be primary to or contributory with this insurance. Rather, any such other insurance shall be considered excess of the insurance provided by this policy.

The Third Party to whom this endorsement applies is:
AS REQUIRED BY WRITTEN CONTRACT AND PROVIDED BY THE UNDERLYING INSURANCE.

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.

All other terms and conditions of this policy remain the same.

MERCHANTS INSURANCE GROUP

Policy Number
CUP0002685
Policy Period
1/1/2025 - 1/1/2026

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following supersedes any provisions to the contrary.

It is agreed that with respect to Commercial General Liability, this insurance does not apply unless the liability is covered:

A. By valid and collectible underlying insurance as shown in the Schedule of Underlying Insurance; and

B. Only for such hazards which are covered by the underlying Commercial General Liability Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/2025	Policy No.	TWC4369704
Insured	VIP Structures Inc		
Insurance Company	Technology Insurance Company, Inc.		

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
300 SOUTH STATE STREET, SUITE 700
SYRACUSE, NY 13202

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

12

AMDENDED AND RESTATED

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS AMENDED AND RESTATED ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "***Agreement***"), dated and effective as of May 1, 2025 (the "***Effective Date***"), amends and restates in its entirety, as of the effective date hereof, that certain environmental compliance and indemnification agreement dated as of December 1, 2021, each by and between **101 NORTH SALINA ST, LLC** (the "***Indemnitor***" or the "***Company***"), for the benefit of the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "***Agency***").

RECITALS

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York, as more fully described on **Schedule A** annexed hereto (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 1 Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Phase 1 Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution dated February 25, 2025, the Agency agreed, at the request of the Company, to undertake the second phase of the project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City

of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 2 Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, for purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be collectively referred to as the "***Financial Assistance***".

NOW, THEREFORE, in consideration of the premises, Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitor, intending to be legally bound, hereby agrees as follows:

1. **Recitals; Definitions.**

(a) The foregoing recitals are incorporated into this Agreement by this reference.

(b) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Table of Definitions attached to the amended and restated agency lease agreement dated as of May 1, 2025 between the Agency and the Company (the "***Agency Lease***") as Exhibit "C."

2. **Representations and Warranties.**

(a) Except as disclosed in **Schedule B** annexed hereto, Indemnitor represents and warrants that it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "***Hazardous Substances***"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or in any other federal, state or local law or regulation

governing hazardous substances, as such laws may be amended from time to time (collectively, the "***Hazardous Waste Laws***"), at, upon, under or within the Project Facility or any contiguous real estate, and (ii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Project Facility or on any contiguous real estate.

(b) Except as disclosed in the reports listed on **Schedule B** annexed hereto, Indemnitor further represents and warrants that (i) it has not been nor will be involved in operations at or near the Project Facility in violation of applicable Hazardous Waste Laws which operations could lead to (A) the imposition of liability on Indemnitor or on any subsequent or former owner of the Project Facility in violation of applicable Hazardous Waste Laws, or (B) the creation of a lien on the Project Facility under the Hazardous Waste Laws or under any similar laws or regulations; and (ii) it has not permitted, and will not permit, any tenant or occupant of the Project Facility to engage in any activity in violation of applicable Hazardous Waste Laws that could impose liability under the Hazardous Waste Laws on such tenant or occupant, on Agency, the Indemnitor or on any other owner of any of the Project Facility.

3. **Covenants.**

(a) Indemnitor shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related regulations and with all similar laws and regulations and shall notify Agency immediately in the event of any discharge or discovery of any Hazardous Substance at, upon, under or within the Project Facility which is in violation of any Hazardous Waste Laws or regulations. Indemnitor shall promptly forward to Agency copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge or the presence of any Hazardous Substance, in violation of any Hazardous Waste Laws or regulations, or any other matters relating to the Hazardous Waste Laws or any similar laws or regulations, as they may affect the Project Facility.

(b) If the Agency reasonably believes there has been a violation of Hazardous Waste Laws or regulations at the Project Facility occurring after the date of this Agreement, the Indemnitor shall, promptly upon the written request of Agency, Indemnitor shall provide Agency, at Indemnitor's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to the requesting person, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances, in violation of Hazardous Waste Laws or regulations and the potential costs in connection with abatement, cleanup or removal of any Hazardous Substances found on, under, at or within the Project Facility.

4. **Indemnity.**

(a) Indemnitor shall at all times indemnify and hold harmless Agency against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Agency, whether as contract vendor, owner, mortgagee, as mortgagee in possession, or as successor-in-interest to Indemnitor by foreclosure deed or deed in lieu of foreclosure, under or on account of the Hazardous

Waste Laws or any similar laws or regulations, including the assertion of any lien thereunder, with respect to:

(1) any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility whether or not the same originates or emanates from the Project Facility or any contiguous real estate including any loss of value of the Project Facility as a result of any of the foregoing;

(2) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Hazardous Waste Laws;

(3) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at or near the Project Facility; and/or

(4) any other environmental matter affecting the Project Facility within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local agency.

The obligations of Indemnitor under this Agreement shall arise whether or not the Environmental Protection Agency, any other federal agency or any state or local agency has taken or threatened any action in connection with the presence of any Hazardous Substances.

(b) In the event of any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility, in violation of any Hazardous Waste Laws or regulations, whether or not the same originates or emanates from the Project Facility or any contiguous real estate, and/or if Indemnitor shall fail to comply with any of the requirements of the Hazardous Waste Laws or related regulations or any other environmental law or regulation, Agency may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Project Facility and/or take any and all other actions as Agency shall deem necessary or advisable in order to abate the discharge of any Hazardous Substance, remove the Hazardous Substance or cure the noncompliance of Indemnitor.

(c) Indemnitor acknowledges that Agency has relied upon the representations, warranties, covenants and indemnities of Indemnitor in this Agreement. All of the representations, warranties, covenants and indemnities of this Agreement shall survive the repayment of Indemnitor's obligations under the Agency Lease or other Company Documents.

5. **Attorney's Fees**. If Agency retains the services of any attorney in connection with the subject of the indemnity herein, Indemnitor shall pay Agency's costs and reasonable attorneys' fees thereby incurred. Agency may employ an attorney of its own choice.

6. **Interest**. In the event that Agency incurs any obligations, costs or expenses under this Agreement, Indemnitor shall pay such person immediately on demand, and if such payment is not received within ten (10) days, interest on such amount shall, after the expiration of the ten-day period, accrue at the interest rate set forth in the Agency Lease until such amount, plus interest, is paid in full.

7. **No Waiver**. Notwithstanding any terms of the Company Documents to the contrary, the liability of Indemnitor under this Agreement shall in no way be limited or impaired by: (i) any extensions of time for performance required by any of the Company Documents; (ii) any sale, assignment or foreclosure of the Agency Lease or any sale or transfer of all or part of the Project Facility; (iii) the accuracy or inaccuracy of the representations and warranties made by Indemnitor under any of the Company Documents; or (iv) the release of Indemnitor or any other person from performance or observance of any of the agreements, covenants, terms or conditions contained in the Company Documents by operation of law, Agency's voluntary act, or otherwise; and, in any such case, whether with or without notice to Indemnitor and with or without consideration.

8. **Waiver by Indemnitor**. Indemnitor waives any right or claim of right to cause a marshalling of Indemnitor's assets or to cause Agency to proceed against any of the security for the Agency Lease before proceeding under this Agreement against Indemnitor or to proceed against Indemnitor in any particular order; Indemnitor agrees that any payments required to be made hereunder shall become due on demand; Indemnitor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

9. **Releases**. Any one or more of Indemnitor and any other party liable upon or in respect of this Agreement or the Agency Lease may be released without affecting the liability of any party not so released.

10. **Amendments.** No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11. **Joint and Several Liability**. In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. A separate action or actions may be brought and prosecuted against each Indemnitor, whether or not an action is brought against any other person or whether or not any other person is joined in such action or actions.

12. **Consent to Jurisdiction.** Indemnitor consents to the exercise of personal jurisdiction over Indemnitor by any federal or state court in the State of New York and consent to the laying of venue in any jurisdiction or locality in the City of Syracuse. Service shall be effected by any means permitted by the court in which any action is filed.

13. **Notices.** All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable

address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) If to the Agency, to:

City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attention: Chair

With a copy to:

City of Syracuse
233 East Washington Street
Syracuse, New York 13202
Attn: Corporation Counsel

and

Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) If to the Company:

101 North Salina St, LLC
101 North Salina Street, Suite 100
Syracuse, New York 13202
Attn: David Nutting, Member

With a copy to:

Bond, Schoeneck & King PLLC
One Lincoln Center
Syracuse, New York 13202-1355
Attn: Paul W. Reichel, Esq.

The Agency and the Company, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, and other communications shall be sent.

14. **Waivers.** The parties waive trial by jury in any action brought on, under or by virtue of this Agreement. Indemnitor waives any right to require Agency at any time to pursue any remedy in such Person's power whatsoever. The failure of Agency to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any such terms, nor shall it prevent Agency from insisting upon strict compliance with this Agreement or any other Company Document at any time thereafter.

15. **Severability**. If any clause or provisions herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or

provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

16. **Inconsistencies Among the Company Documents**. Nothing contained herein is intended to modify in any way the obligations of Indemnitor under the Agency Lease or any other Company Document. Any inconsistencies among the Company Documents shall be construed, interpreted and resolved so as to benefit Agency.

17. **Successors and Assigns**. This Agreement shall be binding upon Indemnitor's successors, assigns, heirs, personal representatives and estate and shall inure to the benefit of Agency and its successors and assigns.

18. **Controlling Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

On the 14 day of May, in the year 2025 before me, the undersigned, a notary public in and for said state, personally appeared **David C. Nutting**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/20

_____
Notary Public

SCHEDULE "A"

LEGAL DESCRIPTION

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

SCHEDULE "B"

EXCEPTIONS

See Environmental Reports attached

LCS INC.
Environmental and Real Estate Consultants

Geophysical Survey and Limited and Focused Subsurface Soil & Groundwater Investigation Report for the Property Identified as:

Commercial Property (Post Standard Building) 101-239 and 214-216 South Salina Street Syracuse, New York 13202

LCS PROJECT # 17S910.22
(RELATED TO 16S7075.39)

MAY 22, 2017

LCS INC.
Environmental and Real Estate Consultants

Lender Consulting Services, Inc.
Corporate Headquarters
Waterfront Village
40 La Riviere Drive Suite 120
Buffalo, New York 14202

Tel: 800.474.6802
716.845.6145
Fax: 716.845.6164
www.lenderconsulting.com

May 22, 2017

Ms. Lindsay Weichert
M&T Bank
101 South Salina Street,
8th Floor, Syracuse, NY 13202

Re: Geophysical Survey and, Limited and Focused Subsurface Investigation
Commercial Property (Post Standard Building)
101-239 and 214-216 South Salina Street
Syracuse, New York 13202
LCS Project No. 17S910.22 (Related to 16S7075.39)

Dear Ms. Weichert:

Background
At your request, Lender Consulting Services, Inc. (LCS) performed a Geophysical Survey and limited and focused subsurface soil and groundwater investigation, at the Commercial Property (Post Standard Building), located at 101-239 and 214-216 South Salina Street, Syracuse, New York 13202 (See Figure 1). The subject property measures approximately 4.7 acre and is developed with one two-story, 119,570 square foot structure that was constructed in 1970. The subject property is located in a highly developed Industrial, commercial, and residential area. The topography of the site is generally level at grade.

This investigation was recommended based on the information gathered by LCS during an ASTM E1527-13 Phase I Environmental Site Assessment (ESA) report for the above-referenced property, dated December 30, 2016. Through that report, the following recognized environmental conditions (RECs) were identified warranting intrusive study at that time.

- The subject property has been utilized as a newspaper publishing plant and printing facility since approximately 1970.
- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- According to Sanborn Fire Insurance Maps, two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968. [These tanks appear to have been located in an area beneath the northern addition to the subject structure.]
- According to the regulatory database report, the subject property was identified as an underground storage tank (UST) facility (Petroleum Bulk Storage Site Number 7-459321) with two 10,000-gallon gasoline USTs installed in December 1973 and closed-removed in July 1998; no tank closure documentation was available. One 10,000-gallon empty UST was installed in July 1998 and is listed as closed-removed in September 2000. Two additional USTs (one 1,000-gallon and 500-gallon capacities) are registered for the subject property and are listed as “closed-removed” on September 22, 2000.

Subsequent to issuing the Phase I ESA, LCS reviewed documentation pertaining to historic USTs, site plans, and remedial work on the subject property. Based on this review, an addendum to the Phase I ESA was issued on February 23, 2017 with the following recommendations:

- No further investigation is warranted relative to the 1,000-gallon and 500-gallon USTs (registered tank numbers 004 and 005) associated with NYSDEC Spill Number 00-07349.
- Based on the age of the 10,000-gallon UST removed in 2000 (tank number 003), its proximity to the northern building addition, and the fact that it was reportedly never filled with product or used, the associated environmental risk is reduced and no further work is warranted at this time.

Unless sufficient information is provided, additional investigation remains warranted relative to the two 10,000-gallon USTs (tank numbers 001 and 002) removed in 1998, the 10,000-gallon UST installed in 2001, the historic industrial uses of the property, and the on-site industrial printing operations.

Introduction

The purpose of this intrusive study was to better assess the environmental quality of on-site soils and groundwater in accessible locations of the subject property due to the RECs identified above. Soil samples were collected for stratigraphic characterization and field monitoring. Temporary groundwater monitoring wells (TPMWs) were installed within select test borings where groundwater was encountered. Select soil and groundwater samples were submitted for laboratory analysis to supplement field observations.

The work conducted was completed in general accordance with LCS' proposal dated April 17, 2017, with the following exception(s). LCS had originally planned on installing seven temporary groundwater monitoring wells proximate to the recognized environmental conditions, however, only three temporary groundwater monitoring wells were installed as groundwater was not encountered in most of the test borings and only one well produced sufficient groundwater volume for laboratory analysis.

The following is a summary of the methods and results of the investigation.

Methods of Investigation

Geophysical Survey

On April 24, 2017, a limited geophysical survey was performed in an effort to better determine the location of unknown historic underground storage tank (UST) system(s), or other subsurface structures of potential concern are located in select areas of the property (Figure 2). This work also served to reduce the possibility of damaging an underground utility during the intrusive investigation. Prior to collection of soil/groundwater samples, select areas were surveyed using a combination of ground penetrating radar (GPR) and utility tracing instruments.

Soil

Soil samples were collected on May 3 through May 5, 2017, with a percussion and hydraulically driven drive system equipped with an approximate 2-inch diameter, approximate 48-inch long macro-core sampler and a hand auger. Soil samples were collected within each borehole continuously from the ground surface until a depth of between approximately 1.1 and 16.0 feet below the ground surface (ft. bgs). Any downhole equipment was decontaminated with an Alconox and tap water wash and tap water rinse between boreholes. The cutting shoes were decontaminated in a similar manner between collection of each sample.

The physical characteristics of all soil samples were classified using the Unified Soil Classification System (USCS) (Visual-Manual Method) and placed in separate sealable containers to allow any

vapors to accumulate in the headspace. After several minutes, the container was opened slightly and total volatile organic compound (VOC) concentrations in air within the sample container were measured using a photoionization detector (PID). (The PID is designed to detect VOCs, such as those associated with petroleum and some solvents.) Based on the field observations and/or screening results, soils were selected for analysis (see below).

Groundwater

Temporary groundwater monitoring wells TPMW1 through TPMW3 were installed within boreholes BH1, BH2, and BH8, respectively. Generally, the bottoms of the wells were set to between approximately 14.5 and 16.0 ft. bgs. Each of the wells were constructed with one-inch diameter PVC screen and riser with a silica filter pack placed around the well screen. A bentonite seal was placed above the sand and the wells were covered with plastic caps, to prevent surface water from entering the wells. Refer to the attached subsurface logs/well construction details for well specific well construction details.

The groundwater sample from temporary groundwater monitoring well TPMW2 were collected on May 5, 2017. Prior to sample collection, each well was developed by removing a minimum of three well volumes from the well. New disposable dedicated PVC bailers were used for well development and sample collection activities. A peristaltic pump and new dedicated and disposable PVC and silicone tubing was used to collect samples for metals analysis.

Sample Analysis

Following labeling of the laboratory-supplied sample containers, selected samples were placed on ice. The samples were then submitted, under standard chain-of-custody, to a New York State Department of Health (NYSDOH) approved laboratory for analysis in accordance with the United States Environmental Protection agency (USEPA) SW-846 Methods as summarized below. The analytical methods were chosen based on LCS' experience with sites of similar use.

The following table summarizes the specific analytical testing performed and their respective sample locations.

Sample Location	Analytical Testing Performed	Recognized Environmental Condition
Soil		
BH1 (14-16 ft. bgs)	TCL + CP-51 VOCs, CP-51 SVOCs, RCRA Metals	Newspaper Publishing /Printing Facility, Tin Shop, Industrial Building, Paper Box Factory, Furniture Repair, Clothing Factories, and Underground Storage Tank Facility
BH3(6-8 ft. bgs)		
BH8 (10-12 ft. bgs)		
BH9 (6-8 ft. bgs)		
BH11 (10-12 ft. bgs)		
BH12 (2-4 ft. bgs)		
BH13 (10-12 ft. bgs)		
BH16 (0-0.5 ft. bgs)		
BH17 (0-0.5 ft. bgs)		
BH18 (0-0.5 ft. bgs)		
BH21 (6-8 ft. bgs)		
Water		
TPMW2	TCL + CP-51 VOCs, CP-51 SVOCs, RCRA Metals	Newspaper Publishing /Printing Facility, Tin Shop, Industrial Building, Paper Box Factory, Furniture Repair, Clothing Factories, and Underground Storage Tank Facility

ft. bgs = feet below ground surface
TCL VOCs = Target Compound List volatile organic compounds via USEPA Test Method 8260
TCL+CP-51VOCs = Target Compound List + Commissioners Policy 51 volatile organic compounds via USEPA Test Method 8260
CP-51SVOCs = Commissioners Policy 51 semi-volatile organic compounds via USEPA Test Method 8270
RCRA Metals = Resource Conservation and Recovery Act Metals via USEPA Test Method 6010/7000

Results of Field Investigation

Geophysical Survey
Based on the results of the geophysical survey, one anomaly believed to be associated with an existing UST was discovered. Many anomalies discovered in the parking lot were determined to be associated with underground piping, sewer, or electrical utilities. Areas marked as boring locations inside the structure and outside in the parking areas were also examined for piping and utilities before intrusive investigation commenced.

Intrusive Investigation
Twenty one boreholes (BH1 through BH21) were completed in accessible areas of the subject property proximate to the environmental concerns. (See Figure 2.) A total of 113 soil samples were collected for geologic description. Fill material consisting of asphalt, concrete, gravel, brick, wood, and sand, was noted within test borings BH1 through BH21 to a maximum depth of approximately 16.0 ft. bgs. Generally, the native soils encountered consisted of varying mixtures sand to the bottom of the test borings. Groundwater was not encountered in most of the test borings. One of the three temporary groundwater monitoring wells (TPMW2) located within borehole BH2 produced sufficient groundwater volume for sample collection and laboratory analysis.

Equipment refusal was encountered within test borings BH4, BH5, BH12, and BH14 though BH21 between approximately 1.1 and 11.5 ft. bgs. The cause of the equipment refusal could not be determined.

PID measurements were above total ambient air background VOC measurements (i.e., 0.0 parts per million, ppm) in all soil samples collected. These elevated concentrations ranged from 0.2 parts per million (ppm) to 31.4 ppm (BH1, ~14-16 ft. bgs). In LCS' experience, the PID measurements and field observations do not suggest the obvious presence of VOC impact proximate to areas investigated.

Refer to the attached subsurface logs for soil classification for each sample interval, field observations and PID measurements.

Investigation Analytical Results

The soil and groundwater samples collected and analyzed detected the following analytes. The respective concentrations as well as commonly applied regulatory guidance values are also listed for comparison. Analytes not detected are not shown.

SOIL TESTING RESULTS

VOCs by USEPA SW-846 Method 8260

Sample ID	BH1	BH3	BH8	BH9	BH11	BH12	BH13	BH16	BH17	BH18	BH21	CP-51 Soil Cleanup Levels	Part 375 (Unrestricted) Soil Cleanup Objectives	Part 375 (Residential) Soil Cleanup Objectives	Part 375 (Residential Restricted) Soil Cleanup Objectives	Part 375 (Commercial) Soil Cleanup Objectives	Part 375 (Industrial) Soil Cleanup Objectives
Date Sampled	**5/3/17**	**5/3/17**	**5/3/17**	**5/3/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/5/17**						
Sample Depth	**14-16 ft. bgs**	**6-8 ft. bgs**	**10-12 ft. bgs**	**6-8 ft. bgs**	**10-12 ft. bgs**	**2-4 ft. bgs**	**10-12 ft. bgs**	**0-0.5 ft. bgs**	**0-0.5 ft. bgs**	**0-0.5 ft. bgs**	**6-8 ft. bgs**						
Units	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**
Acetone	10.5 J	26.5 J	<6.99	<7.99	17.8 J	<8.03	<11.5	25.3 J	<6.03	<8.47	<7.87	NL	50	100,000	100,000	500,000	1,000,000
Carbon Disulfide	0.666 J	2.88	0.533 J	0.744 J	1.13	0.391 J	1.08 J	1.78	0.394 J	0.972	0.704 J	NL	NL	NL	NL	NL	NL
Cyclohexane	<0.323	0.692 J	0.251 J	<0.279	<0.336	0.344 J	<0.403	<0.335	0.431 J	<0.296	0.294 J	NL	NL	NL	NL	NL	NL
Methyl Cyclohexane	0.925	1.68	<0.266	<0.304	<0.365	0.587 J	<0.439	<0.365	0.804	<0.322	0.696 J	NL	NL	NL	NL	NL	NL
2- Butanone	<4.32	8.08 J	<3.27	<3.74	6.3 J	<3.76	<5.4	<4.49	<2.82	<3.96	<3.69	NL	120	100,000	100,000	500,000	1,000,000
Benzene	<0.249	1.49	0.691 J	0.256 J	<0.259	0.245 J	<0.312	<0.259	0.255 J	<0.228	0.289 J	60	60	2,900	4,800	44,000	89,000
Toluene	0.609 J	1.35 J	0.371 J	<0.347	<0.416	<0.348	0.726 J	0.558 J	0.335 J	<0.368	<0.342	700	700	100,000	100,000	500,000	1,000,000
Ethylbenzene	0.455 J	<0.352	<0.207	<0.238	<0.284	<0.239	<0.343	<0.285	<0.179	<0.252	<0.234	1,000	1,000	30,000	41,000	390,000	780,000
m,p- Xylene	1.86	0.561 J	<0.232	<0.265	0.680 J	<0.267	0.550 J	0.370 J	<0.2	<0.281	<0.261	260*	260*	100,000*	100,000*	500,000*	1,000,000*
o-Xylene	1.1	<0.434	<0.256	<0.292	0.360 J	<0.293	<0.423	<0.351	<0.221	<0.31	<0.288	260*	260*	100,000*	100,000*	500,000*	1,000,000*
n-Propylbenzene	0.462 J	<0.244	<0.144	<0.164	<0.197	<0.166	<0.237	<0.197	<0.125	<0.174	<0.162	3,900	3,900	100,000	100,000	500,000	1,000,000
Sec- Butylbenzene	0.379 J	<0.238	<0.141	<0.161	<0.193	<0.162	<0.232	0.209 J	<0.121	<0.17	<0.158	11,000	11,000	100,000	100,000	500,000	1,000,000
p- Isopropyltoluene	0.275 J	<0.241	<0.143	<0.163	<0.195	<0.164	<0.235	<0.196	<0.123	<0.172	<0.161	10,000	NL	NL	NL	NL	NL
1,2,4- Trimethylbenzene	4.31	<0.25	<0.147	<0.168	0.546 J	<0.169	<0.244	0.299 J	<0.127	<0.179	<0.166	3,600	3,600	47,000	52,000	190,000	380,000
1,3,5- Trimethylbenzene	1.6	<0.316	<0.186	<0.213	0.298 J	<0.213	<0.307	<0.255	<0.16	<0.225	<0.209	8,400	8,400	47,000	52,000	190,000	380,000
n-Butylbenzene	0.339 J	<0.306	<0.18	<0.207	<0.248	<0.207	<0.298	<0.248	<0.155	<0.219	<0.203	12,000	12,000	100,000	100,000	500,00	1,000,000
Naphthalene	14.1	2.08 J	0.952 J	<0.799	<0.959	<0.803	<1.15	2.67 J	<0.603	<0.847	<0.787	12,000	12,000	100,000	100,000	500,000	1,000,000

µg/kg = micrograms per kilogram
ft. bgs = feet below ground surface
NL = Not Listed
J = Indicates an estimated value
Part 375 Soil Cleanup Objectives = New York State Department of Environmental Conservation 6 NYCRR Part 375 Environmental Remediation Programs, December 14, 2006 (375-6.8, Soil Cleanup Objective Tables)
CP-51 Soil Cleanup Levels = CP-51 Soil Cleanup Guidance October 21, 2010 (Table 3, Soil Cleanup Levels for Gasoline Contaminated Soil)

SVOCs by USEPA SW-846 Method 8270

Sample ID	BH1	BH3	BH8	BH9	BH11	BH12	BH13	BH16	BH17	BH18	BH21	CP-51 Soil Cleanup Levels	Part 375 (Unrestricted) Soil Cleanup Objectives	Part 375 (Residential) Soil Cleanup Objectives	Part 375 (Residential Restricted) Soil Cleanup Objectives	Part 375 (Commercial) Soil Cleanup Objectives	Part 375 (Industrial) Soil Cleanup Objectives
Date Sampled	**5/3/17**	**5/3/17**	**5/3/17**	**5/3/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/4/17**	**5/5/17**						
Sample Depth	**14-16 ft. bgs**	**6-8 ft. bgs**	**10-12 ft. bgs**	**6-8 ft. bgs**	**10-12 ft. bgs**	**2-4 ft. bgs**	**10-12 ft. bgs**	**0-0.5 ft. bgs**	**0-0.5 ft. bgs**	**0-0.5 ft. bgs**	**6-8 ft. bgs**						
Units	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**	**µg/kg**
Naphthalene	317	1,690	123 J	9.32 J	4.45 J	5.2 J	6.63 J	29.8	3.76 J	4.28 J	4.62 J	12,000	12,000	100,000	100,000	500,000	1,000,000
1-Methylnaphthalene	380	434	30.9 J	4.16 J	3.65 J	<2.06	3.39 J	52.8	<2.04	<2.06	2.44 J	NL	NL	NL	NL	NL	NL
2-Methylnaphthalene	443	575	39.1 J	5.95 J	3.38 J	<2.06	6.56 J	46.3	<2.04	3.03 J	3.06 J	NL	NL	NL	NL	NL	NL
Acenaphthylene	16.3 J	8.07 J	<6.35	<0.639	2.82 J	<0.618	<0.647	2.43 J	<0.613	<0.619	0.687 J	100,000	100,000	100,000	100,000	500,000	1,000,000
Acenaphthene	464	1,510	77.8	9.85	7.46	0.928 J	1.57 J	3.57 J	<0.613	1.93 J	1.75 J	20,000	20,000	100,000	100,000	500,000	1,000,000
Fluorene	464	1,710	101	10.6	7.52	0.953 J	1.93 J	2.27 J	<0.613	2.43 J	1.78	30,000	30,000	100,000	100,000	500,000	1,000,000
Phenanthrene	5,140	13,300	667	149	49.4	16.4	17.8	44.5	2.22 J	44.4	71.8	100,000	100,000	100,000	100,000	500,000	1,000,000
Anthracene	1,320	4,090	182	32.6	13.1	4.08 J	3.55 J	2.22 J	<0.613	9.15	4.28 J	100,000	100,000	100,000	100,000	500,000	1,000,000
Fluoranthene	6,640	22,700	1,810	345	104	64.4	27.8	109	2.8 J	129	90.1	100,000	100,000	100,000	100,000	500,000	1,000,000
Pyrene	4,460	13,700	1,140	215	75.2	45.4	21.8	64.6	2.24 J	72.2	61.8	100,000	100,000	100,000	100,000	500,000	1,000,000
Benzo(a)anthracene	2,830	9,060	881	153	54.6	34.4	13.4	15.3	1.48 J	75.1	20.9	1,000	1,000	1,000	1,000	5,600	11,000
Chrysene	2,570	8,260	776	152	58.2	38.2	14.8	58.4	1.21 J	87.0	36.8	1,000	1,000	1,000	3,900	56,000	110,000
Benzo(b)fluoranthene	2,900	9,640	903	201	64.9	59.9	16.5	31.7	1.9 J	123	44.9	1,000	1,000	1,000	1,000	5,600	11,000
Benzo(a)pyrene	2,080	6,920	683	145	41.5	42.3	11.4	9.31	1.21 J	66.4	28.3	1,000	1,000	1,000	1,000	1,000	1,100
Indeno (1,2,3-cd) pyrene	1,340	3,820	374	106	24.4	35.1	8.1	7.53	0.813 J	62.6	23.8	500	500	500	500	5,600	11,000
Dibenzo(a,h)anthracene	481	1,440	146	34.6	9.36	11.0	2.89 J	2.76 J	<0.613	20.4	6.55	330	330	330	330	560	1,100
Benzo(g,h,i)perylene	1,490	4,110	419	120	29.6	42.7	10.0	18.5	1.07 J	70.4	26.1	100,000	100,000	100,000	100,000	500,000	1,000,000

µg/kg = micrograms per kilogram
ft. bgs = feet below ground surface
NL = Not Listed
J = Indicates an estimated value.
Part 375 Soil Cleanup Objectives = New York State Department of Environmental Conservation 6 NYCRR Part 375 Environmental Remediation Programs, December 14, 2006 (375-6.8, Soil Cleanup Objective Tables)
* = Total SVOCs must be ≤ 500,000ug/kg, and Individual SVOCs must be ≤ 50,000ug/kg
CP-51 Soil Cleanup Levels = CP-51 Soil Cleanup Guidance October 21, 2010 (Table 3, Soil Cleanup Levels for Fuel Oil Contaminated Soil)
N= Indicates presumptive evidence of a compound. This flag is used only Tentatively Identified Compounds, where the identification is based on the Mass Spectral library search. It is applied to all TIC results.
= Analyte that is detected above the Part 375 (Residential) Soil Cleanup Objective.
= Analyte that is detected above the Part 375 (Restricted) Soil Cleanup Objective.
= Analyte that is detected above the Part 375 (Commercial) Soil Cleanup Objective.
= Analyte that is detected above the Part 375 (Industrial) Soil Cleanup Objective.

Metals by USEPA SW-846 Methods 6010/7471A

Sample ID	BH1	BH3	BH8	BH9	BH11	BH12	BH13	BH16	BH17	BH18	BH21	Eastern USA Background Concentrations	Part 375 (Unrestricted) Soil Cleanup Objectives	Part 375 (Residential) Soil Cleanup Objectives	Part 375 (Restricted Residential) Soil Cleanup Objectives	Part 375 (Commercial) Soil Cleanup Objectives	Part 375 (Industrial) Soil Cleanup Objectives
Date Sampled	5/3/17	5/3/17	5/3/17	5/3/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/4/17	5/5/17						
Sample Depth	14-16 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	6-8 ft. bgs	10-12 ft. bgs	2-4 ft. bgs	10-12 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	0-0.5 ft. bgs	6-8 ft. bgs						
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Mercury	0.0912	**0.394**	0.0477	0.0554	0.0598	0.0156 J	0.0410	0.00878 J	0.0130 J	0.00924 J	0.0617	0.001-0.2	0.18	0.81	0.81	2.8	5.7
Arsenic	5.5	5.86	4.1	6.88	4.67	4.02	4.3	7.78	4.08	4.57	5.61	3-12*	13	16	16	16	16
Barium	46.9	89.7	61.5	46.6	45.6	70.1	98.4	59.6	128	45.9	28.8	15-600	350	350	400	400	10,000
Cadmium	0.0830 J	0.187 J	<0.0741	<0.0746	<0.078	<0.0721	<0.0755	0.162 J	<0.0715	<0.0723	<0.0725	0.1-1	2.5	2.5	4.3	9.3	60
Chromium	14.3	16.0	13.9	20.7	16.5	10.1	13.9	34.5	9.31	11.2	16.1	1.5-40*	1/30[1]	22/36[1]	110/180[1]	400/1,500[1]	800/6,800[1]
Lead	37.8	123	24.8	26.2	17.4	8.09	168	43.2	6.39	4.91	10.5	**	63	400	400	1,000	3,900
Selenium	<0.843	<0.82	<0.783	<0.788	<0.825	<0.762	<0.798	<0.78	0.934 J	<0.764	<0.767	0.1-3.9	3.9	36	180	1,500	6,800

mg/kg = milligram per kilogram
ft. bgs = feet below ground surface
NL = Not Listed
* = New York State Background
1 = Hexavalent Chromium/Trivalent Chromium
Part 375 Soil Cleanup Objectives = New York State Department of Environmental Conservation 6 NYCRR Part 375 Environmental Remediation Programs, December 14, 2006 (375-6.8, Soil Cleanup Objective Tables)
** = Background levels for lead vary widely. Average levels in undeveloped, rural areas may range from 4- 61 mg/kg. Average background levels in metropolitan or suburban areas, or near highways, typically range between 200- 500 mg/kg.
Bold = Analyte detected above Eastern USA Background Concentrations.
= Analyte that is detected above the Part 375 (Unrestricted) Soil Cleanup Objective.

GROUNDWATER TESTING RESULTS

VOC by USEPA-846 Method 8260

Sample ID	TPMW1	NYSDEC Groundwater Criteria (Class GA)
Date Sampled	5/5/17	
Units	µg/L	µg/L
Carbon Disulfide	0.383 J	NL
Chloroform	0.624 J	7
Naphthalene	1.69 J	10

µg/L = micrograms per liter
NL = Not Listed
J = Indicates an estimated value.
NYSDEC Groundwater Criteria (Class GA) = 6 NYCRR Part 703 (June 1998 and April 2000 Addendum)

SVOCs by USEPA-846 Method 8270

Sample ID	TPMW2	NYSDEC Groundwater Criteria (Class GA)
Date Sampled	5/5/17	
Units	µg/l	µg/l
Naphthalene	1.55	10
Acenaphthylene	0.0732 J	NL
Acenaphthene	0.251	20
Fluorene	0.197	50
Phenanthrene	0.579	50
Anthracene	0.224	50
Fluoranthene	0.499	50
Pyrene	0.540	50
Benzo(a)anthracene	0.205	0.002
Chrysene	0.213	0.002
Benzo(b)fluoranthene	0.359	0.002
Benzo(k)fluoranthene	0.136 J	0.002
Benzo(a)pyrene	0.241	ND
Indeno (1,2,3-cd) pyrene	0.238	0.002
Benz(g,h,i)perylene	0.384	NL

µg/l = micrograms per liter
NL = Not Listed
J = Indicates an estimated value.
* = Applies to the sum of all phenolic compounds (total phenols)
U = Indicates compound was analyzed for, but not detected at or above the reporting limit.
NYSDEC Groundwater Criteria (Class GA) = 6 NYCRR Part 703 (June 1998 and April 2000 Addendum)
= Analyte detected above the NYSDEC Groundwater Criteria.

Metals by USEPA SW-846 Methods 6010/7471A

Sample ID	TPMW1	NYSDEC Groundwater Criteria (Class GA)
Date Sampled	10/30/08	
Units	mg/L	mg/L
Barium- Total	0.0277	1
Chromium- Total	0.00738 J	0.05
Lead- Total	0.00674	0.025

mg/L = milligrams per liter
NL = Not Listed
U = Indicates element was analyzed for, but not detected at or above the reporting limit.
NYSDEC Groundwater Criteria (Class GA) = 6 NYCRR Part 703 (June 1998 and April 2000 Addendum)

Conclusions

The purpose of this study was to assess the recognized environmental conditions identified in the December 30, 2016, Phase I Environmental Site Assessment (specifically, the use of the property as a newspaper publishing plant and printing facility, historical use of the property as a tin shop, industrial building, paper box factory, furniture repair, clothing factories, and underground storage tank facility). Select soil and groundwater samples were collected from the areas of the recognized environmental conditions.

Geophysical Survey

Based on the results of the geophysical survey, no anomalies associated with unknown USTs were discovered. One anomaly associated with an existing, reported 10,000-gallon fuel oil UST was identified. Many other anomalies were discovered in the parking lot and were determined to be associated with underground piping, sewer, or electrical utilities.

Field Observations

PID measurements were above total ambient air background VOC measurements (i.e., 0.0 parts per million, ppm) in all soil samples collected. These elevated concentrations ranged from 0.2 parts per million (ppm) to 31.4 ppm (BH1, ~14-16 ft. bgs). In LCS' experience, the PID measurements and field observations do not suggest the obvious presence of significant VOC impact proximate to areas investigated.

Soil Laboratory Analytical Results

VOLATILE ORGANIC COMPOUNDS

No VOCs were detected at concentrations above typical background concentrations or commonly applied criteria.

SEMI-VOLATILE ORGANIC COMPOUNDS

Six SVOCs were detected at concentrations above the CP-51 and Soil Cleanup Levels Part 375 SCOs for Unrestricted Use in two of the eleven samples collected and submitted for SVOC analysis. The following SVOCs were detected in these samples at concentrations above the CP-51 and SCOs for Residential Use:

- Benzo(a)anthracene, Chrysene, Benzo(b)fluoranthene, Benzo(a)pyrene, Indeno (1,2,3-cd) pyrene, Dibenzo(a,h)anthracene in BH1 and BH3

The following SVOCs were detected in these samples at concentrations above the SCOs for Commercial Use:

- Benzo(a)pyrene in BH1 and BH3
- Benzo(a)anthracene, Benzo(b)fluoranthene, and Dibenzo(a,h)anthracene in BH3

The following SVOCs were detected in these samples at concentrations above the SCOs for Industrial Use:

- Benzo(a)pyrene in BH1 and BH3
- Dibenzo(a,h)anthracene in BH3

Three metals were detected at concentrations above the Eastern USA Background Concentrations and/or Part 375 SCOs for Unrestricted Use in three of the eleven samples collected and submitted for Metals analysis. The following Meals were detected in these samples at concentrations Eastern USA Background Concentrations and/or Part 375 SCOs for Unrestricted Use criteria:

- Lead and Mercury in BH3
- Lead in BH13
- Chromium in BH16

Groundwater - Laboratory Analytical Results

No VOCs or metals were detected within the groundwater at concentrations above commonly-applied groundwater criteria.

Five SVOCs were detected at concentrations above the NYSDEC Groundwater Criteria (Class GA) in the one sample collected and submitted for analysis. The following SVOCs were detected over Groundwater Criteria (Class GA) in TPMW1: Benzo(a)anthracene, Chrysene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, and Indeno (1,2,3-cd) pyrene.
METALS

Discussion

The elevated concentrations of SVOCs were identified in samples of fill material only. As such, the fill material is likely the source of the identified impact. The levels of lead detected within BH3 and BH13 are below average background levels in metropolitan and suburban areas, or near highways, which typically range between 200 - 500 mg/kg. The chromium levels detected in BH16 fall below the New York State background levels of 1.5 – 40.0 mg/kg.

In LCS' experience, the impacted fill material is typically encountered in urban areas and does not require further action unless it is encountered during future intrusive work (i.e., site redevelopment, utility work, etc.). Such may include special handling, sampling, and disposal requirements if the material is taken off-site.

Recommendations

As levels of SVOCs found in soil and groundwater are above NYSDEC commonly-applied regulatory criteria, a copy of the report should be submitted to the NYSDEC for review and comment. As indicated above, LCS does not anticipate further work will be required at this time; however, any recommendations provided by the NYSDEC should be followed by the property owner.

As LCS understands the property may be redeveloped in the future, a Site Management Plan could be prepared to ensure future property owners, contractors, and/or employees are aware of the impacted material identified and that they also understand how to properly handle the material if encountered during future intrusive work. Furthermore, in light of planned redevelopment, it may be prudent to increase the contingency budget to handle any impacted materials encountered during the construction project.

The on-site UST should be properly closed if not intended for future use. While not expected, if impacted materials are encountered during tank closure, such should be properly addressed at that time.

Thank you for allowing LCS to service your environmental needs. If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,

Brandon Stau
Environmental Analyst/ Project Manager

Reviewed by:

Douglas B. Reid
Sr. VP, Environmental Services

SITE LOCATION MAP

SYRACUSE WEST QUADRANGLE
NEW YORK
TOPOGRAPHIC SERIES

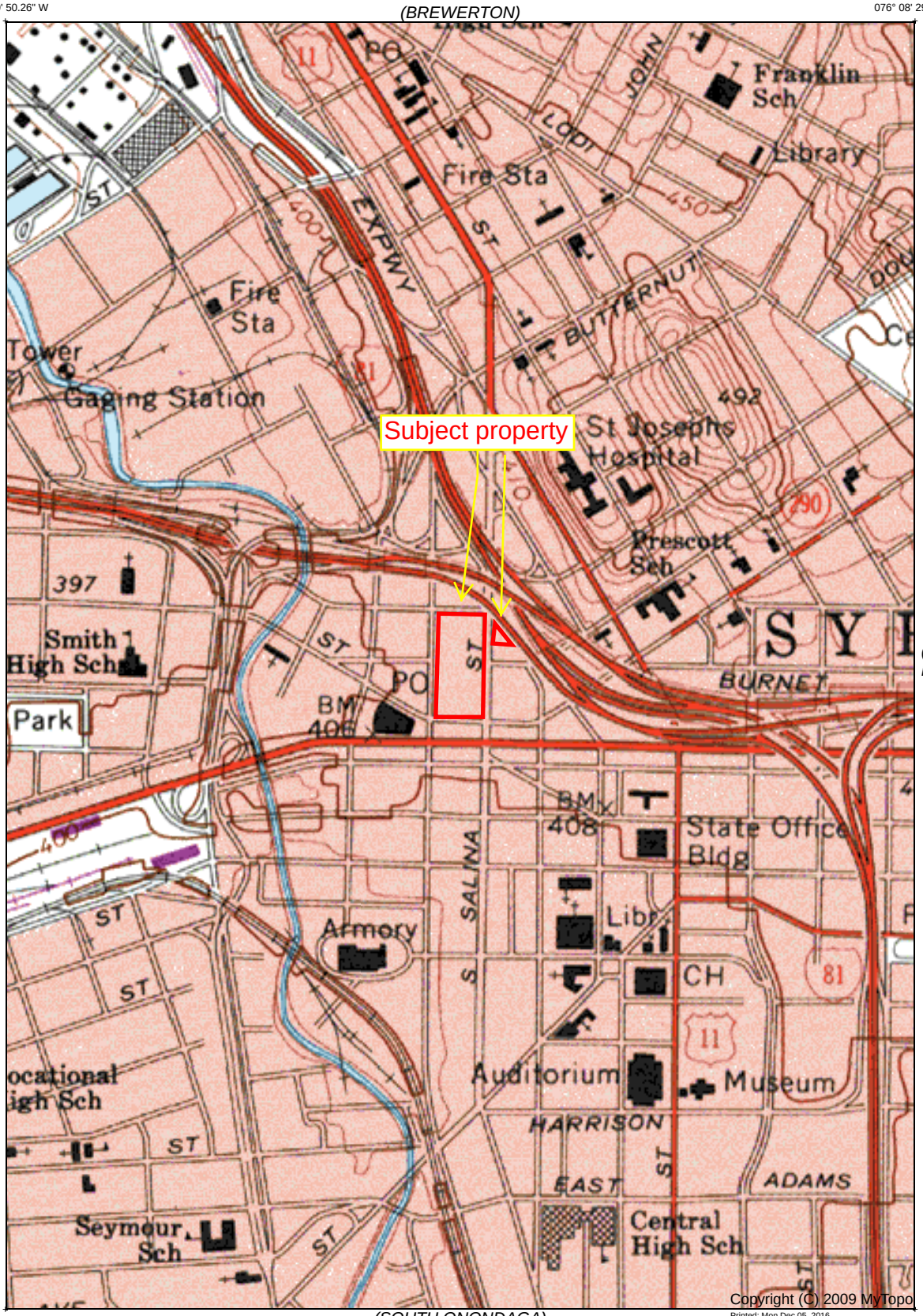
(BALDWINSVILLE)

(BREWERTON)

(CICERO)

076° 09' 50.26" W
043° 03' 50.26" N

076° 08' 29.33" W
043° 03' 50.26" N



(CAMILLUS)

(SYRACUSE EAST)

043° 02' 26.48" N
076° 09' 50.26" W

(SOUTH ONONDAGA)

043° 02' 26.48" N
076° 08' 29.33" W

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Printed: Mon Dec 05, 2016

(MARCELLUS)

(JAMESVILLE)

Declination

MN GN

GN 0.78° W
MN 12.50° W

SCALE 1:12000

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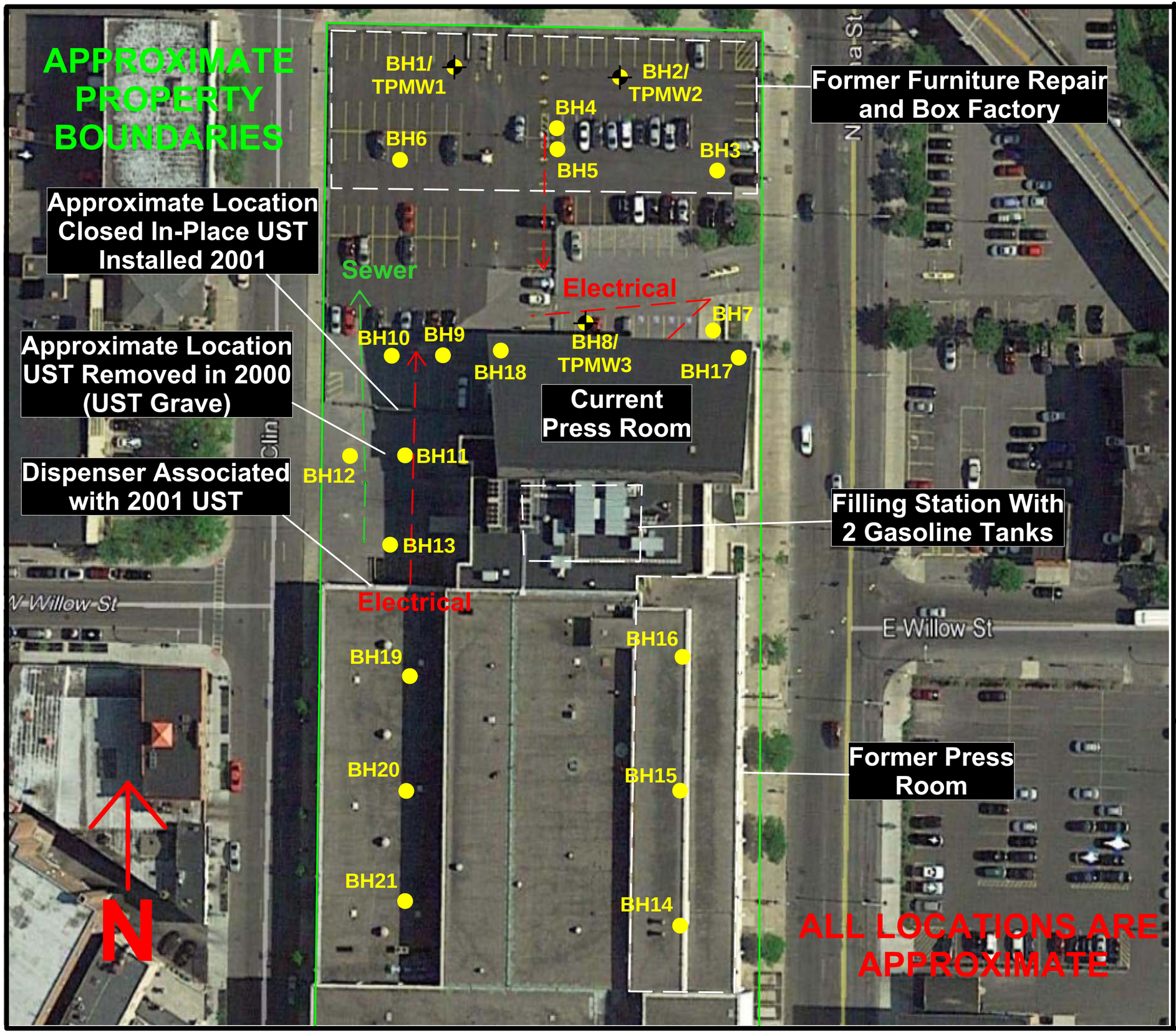
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YARDS

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KILOMETERS

CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM 1929

SYRACUSE WEST, NY
1973
Revised 1978

SUBSURFACE INVESTIGATION MAP



Drawn by: BMS

Checked by: DBR

0 10 20
Approximate Scale in Feet

LCS Project # 17S910.22

FIGURE 1- SITE INVESTIGATION PLAN

101?239 and 214?216 North Salina Street
Syracuse, New York

LCS INC.

SUBSURFACE LOGS

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH1/TPMW1

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.2	0.4-2	U	-	-	14	0-0.4 ft. Asphalt
2	0.5	2-4	U	-	-	18	0.4-1.5 ft. Brown/gray gravelly sand (coarse, medium, fine, loose, dry)
3	0.3	4-6	U	-	-	16	
							1.5-5.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium
4	0.5	6-8	U	-	-	16	dense, dry)
5	0.6	8-10	U	-	-	20	5.5-6.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium
							dense, moist)
6	0.2	10-12	U	-	-	20	
							6.0-6.2 ft. Gray gravel (coarse, angular, loose, dry)
7	0.8	12-14	U	-	-	14	
							6.2-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine, dense,
8	31.4	14-16	U	-	-	14	dry) (brick)

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~ 16.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH2/TPMW2

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.2	0.4-2	U	-	-	12	0-0.4 ft. Asphalt
2	2.0	2-4	U	-	-	16	0.4-3.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.7	4-6	U	-	-	20	
							3.0-14.5 ft. Brown/dark brown/ gray gravelly sand (coarse, medium,
4	0.7	6-8	U	-	-	20	fine, medium dense, dry)
5	1.0	8-10	U	-	-	14	14.5-16.0 ft. Brown/gray silty clayey gravelly sand (coarse, medium,
							fine, dense, dry)
6	0.6	10-12	U	-	-	14	
7	0.7	12-14	U	-	-	22	
8	0.8	14-16	U	-	-	22	

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~14.5 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH3

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.2	0.4-2	U	-	-	12	0-0.4 ft. Asphalt
2	1.6	2-4	U	-	-	16	0.4-5.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.7	4-6	U	-	-	18	
4	2.1	6-8	U	-	-	18	5.5-8.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry) (wood)
5	0.7	8-10	U	-	-	14	8.5-10.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
6	1.0	10-12	U	-	-	14	
7	0.9	12-14	U	-	-	22	10.0-12.5 ft. Brown/gray silty clayey gravelly sand (coarse, medium, fine, dense, dry)
8	1.0	14-16	U	-	-	22	12.5-15.0 ft. Brown/red silty clayey gravelly sand (coarse, medium, fine, dense, dry)
							15.0-16.0 ft. Gray/brown silty clayey gravelly sand (coarse, medium, fine, dense, dry)

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~10.0 ft. bgs

Suspect odors detected form ~6.5-8.5 ft. bgs.

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH4

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.9	0.4-2	U	-	-	6	0-0.4 ft. Asphalt
2	0.9	2-4	U	-	-	10	0.4-7.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	1.0	4-6	U	-	-	14	7.0-7.7 ft. Gray gravel (coarse, angular, loose, dry)
4	0.8	6-7.7	U	-	-	14	Equipment Refusal was encountered at ~7.7 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~7.7 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH5

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.2	0.4-2	U	-	-		0-0.4 ft. Asphalt
2	1.2	2-4	U	-	-		0.4-7.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.9	4-6	U	-	-		
							7.0-7.8 ft. Gray gravel (coarse, angular, loose, dry)
4	0.7	6-7.8	U	-	-		
							Equipment Refusal was encountered at ~7.8 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~7.8 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH6

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.6	0.4-2	U	-	-	14	0-0.4 ft. Asphalt
2	1.1	2-4	U	-	-	18	0.4-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry) (Asphalt and Brick)
3	0.4	4-6	U	-	-	16	
4	0.9	6-8	U	-	-	16	
5	0.6	8-10	U	-	-	16	
6	0.5	10-12	U	-	-	16	
7	0.3	12-14	U	-	-	22	
8	0.4	14-16	U	-	-	22	

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~16.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH7

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.0	0.3-2	U	-	-	9	0-0.3 ft. Asphalt
2	1.3	2-4	U	-	-	12	0.3-12.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	1.0	4-6	U	-	-	14	
							12.5-15.0 ft. Gray gravel (coarse, angular, loose, dry)
4	1.4	6-8	U	-	-	14	
							15.0-16.0 ft. Brown/gray silty clayey gravelly sand (coarse, medium,
5	0.9	8-10	U	-	-	10	fine, medium dense, dry)
6	0.9	10-12	U	-	-	10	
7	0.6	12-14	U	-	-	12	
8	0.4	14-16	U	-	-	12	

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~ 15.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH8/TPMW3

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.4	0.4-2	U	-	-	12	0-0.4 ft. Asphalt
2	1.4	2-4	U	-	-	16	0.4-3.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.9	4-6	U	-	-	20	
4	1.5	6-8	U	-	-	20	3.5-3.8 ft. Light red/brown gravelly sand (coarse, medium, fine, medium dense, dry)
5	1.0	8-10	U	-	-	16	3.8-11.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
6	1.6	10-12	U	-	-	16	
7	0.5	12-14	U	-	-	20	11.0-13.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, moist)
8	0.3	14-16	U	-	-	20	13.0-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~ 16.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH9

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.1	0.5-2	U	-	-	12	0-0.5 ft. Asphalt
2	1.3	2-4	U	-	-	18	0.5-1.5 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.7	4-6	U	-	-	14	1.5-2.5 ft. Gray gravelly sand (coarse, medium, fine, medium dense, dry)
4	2.0	6-8	U	-	-	14	2.5-10.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
5	0.5	8-10	U	-	-	10	10.0-12.4 ft. Brown/dark gray sandy gravel (coarse, angular, loose, moist)
6	0.5	10-12	U	-	-	10	12.4-16.0 ft. Brown/gray/red silty gravelly sand (coarse, medium, fine, medium dense, dry)
7	0.6	12-14	U	-	-	18	
8	0.5	14-16	U	-	-	18	

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~ 16.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH10

DATE STARTED: 5/3/17 DATE COMPLETED: 5/3/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.2	0.7-2	U	-	-	13	0-0.7 ft. Asphalt
2	1.2	2-4	U	-	-	20	0.7-1.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.8	4-6	U	-	-	10	
							1.0-2.0 ft. Red sand (coarse, medium, fine, medium dense, dry)
4	0.8	6-8	U	-	-	10	(brick)
5	1.3	8-10	U	-	-	12	2.0-4.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
6	1.0	10-12	U	-	-	12	
							4.0-9.0 ft. Red gravelly sand (coarse, medium, fine, medium dense,
7	0.9	12-14	U	-	-	20	dry) (brick)
8	0.8	14-16	U	-	-	20	9.0-16.0 ft. Brown/gray gravelly sand (coarse, medium, fine,
							medium dense, dry)

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~ 16.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH11

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.0	0.5-2	U	-	-	12	0-0.5 ft. Asphalt
2	2.0	2-4	U	-	-	18	0.5-3.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	1.5	4-6	U	-	-	12	
							3.0-10.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium
4	2.7	6-8	U	-	-	12	
							10.0-13.0 ft. Brown/gray gravelly sand (coarse, medium, fine,
5	1.4	8-10	U	-	-	16	medium, dense, dry) (asphalt)
6	3.4	10-12	U	-	-	16	13.0-16.0 ft. Brown/gray/light gray silty gravelly sand (coarse,
							medium, fine, medium dense, dry)
7	1.2	12-14	U	-	-	20	
8	1.1	14-16	U	-	-	20	

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~ 16.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH12

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	2.3	0.6-2	U	-	-	11	0-0.6 ft. Asphalt
2	2.6	2-4	U	-	-	16	0.6-3.0 ft. Brown/gray gravelly sand (coarse, medium, fine, medium dense, dry)
3	0.9	4-6	U	-	-	10	
							3.0-9.5 ft. Brown/gray sandy gravel (coarse, angular, loose, dry)
4	0.9	6-8	U	-	-	10	
							Equipment refusal was encountered at ~9.5 ft. bgs.
5	1.8	8-9.5	U	-	-	12	

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~ 9.5 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH13

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.9	0.5-2	U	-	-	12	0 – 0.5 ft. Asphalt
2	4.0	2-4	U	-	-	12	0.5 – 3.5 ft. Brown/gray/light gray gravelly sand (medium, medium dense, dry)
3	2.9	4-6	U	-	-	16	3.5 – 9.5 ft. Red sand (medium, medium dense, dry) (brick)
4	2.8	6-8	U	-	-	16	9.5 – 16.0 ft. Brown/gray/light gray silty gravelly sand (medium, medium dense, dry)
5	2.0	8-10	U	-	-	16	
6	3.5	10-12	U	-	-	16	
7	0.9	12-14	U	-	-	14	
8	1.6	14-16	U	-	-	14	

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~16.0 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH14

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	2.2	0.8-1.1	U	-	-	4	0 – 0.8 ft. Concrete
							0.8 – 1.1 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.1 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~1.1 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH15

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	2.2	0.8-1.1	U	-	-	4	0 – 0.8 ft. Concrete
							0.8 – 1.1 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.1 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~1.1 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH16

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	7.8	0.8-1.1	U	-	-	4	0 – 0.8 ft. Concrete
							0.8 – 1.1 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.1 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~1.1 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH17

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	3.7	1-1.3	U	-	-	4	0 – 1.0 ft. Concrete
							0.2 – 1.3 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.3 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~1.3 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH18

DATE STARTED: 5/4/17 DATE COMPLETED: 5/4/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Hand Auger DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	4.4	1-1.3	U	-	-	4	0 – 1.0 ft. Concrete
							0.2 – 1.3 ft. Gray/brown gravel (coarse, angular, loose, dry)
							Refusal encountered at ~1.3 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~1.3 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH19

DATE STARTED: 5/5/17 DATE COMPLETED: 5/5/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.2	0.6-2	U	-	-	20	0 – 0.6 ft. Concrete
2	0.9	2-4	U	-	-	20	0.6 – 1.0 ft. Light gray silty gravelly sand (medium, medium dense, dry)
3	0.6	4-6	U	-	-	20	1.0 – 1.2 ft. Dark brown/black silty sand (medium, medium dense, dry)
4	0.7	6-8	U	-	-	20	
5	0.5	8-10	U	-	-	14	1.2 – 4.5 ft. Brown, gray gravelly sand (medium, medium dense, dry)
6	0.5	10-11.5	U	-	-	14	4.5 – 11.3 Brown/light gray silty gravelly sand (medium, medium dense, dry)
							11.3 – 11.5 Brown/gray gravel (coarse, round, compact, dry)
							Refusal encountered at ~11.5 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~11.5 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH20

DATE STARTED: 5/5/17 DATE COMPLETED: 5/5/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	0.8	0.6-2	U	-	-	20	0 – 0.6 ft. Concrete
2	1.1	2-4	U	-	-	20	0.6 – 4.5 ft. Brown/gray gravelly sand (medium, medium dense, dry) (brick)
3	1.4	4-6	U	-	-	22	
							4.5 – 10.7 ft. Brown/light gray silty gravelly sand (medium, medium
4	0.4	6-8	U	-	-	22	dense, dry)
5	NA	8-10.7	U	-	-	0	Refusal encountered at ~10.7 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~10.7 ft. bgs

No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

LCS Inc. SUBSURFACE LOG

PROJECT/ LOCATION: 101-239 and 214-216 South Salina Street, Syracuse, New York PROJECT No. 17S910.22

CLIENT: M&T Bank BORING/WELL No. BH21

DATE STARTED: 5/5/17 DATE COMPLETED: 5/5/17 RECORDED BY: SK

GROUNDWATER DEPTH WHILE DRILLING: NA AFTER COMPLETION: NA

WEATHER: 60 °F, Sunny DRILL RIG: Geo-probe DRILLER: Trec Environmental

DRILL SIZE/TYPE: Macro-core SAMPLE HAMMER: WEIGHT NA FALL NA

Sample No.	PID/HNu Reading (ppm)	Depth (Feet)	Type *	Blows/6"	N	Recovery (Inches)	Material Classification and Description (Unified Soil Classification System-Visual Manual Method)
1	1.1	0.6-2	U	-	-	20	0 – 0.6 ft. Concrete
2	1.3	2-4	U	-	-	20	0.6 – 4.5 ft. Brown/gray/red gravelly sand (medium, medium dense, dry) (brick)
3	3.3	4-6	U	-	-	18	
							4.5 – 10.0 ft. Brown/light gray silty gravelly sand (medium dense, dry) (brick)
4	6.8	6-8	U	-	-	18	
5	2.2	8-10	U	-	-	20	Refusal encountered at ~10.0 ft. bgs.

NOTES NA = Not Applicable

ft. bgs = feet below ground surface

Fill to ~10.0 ft. bgs

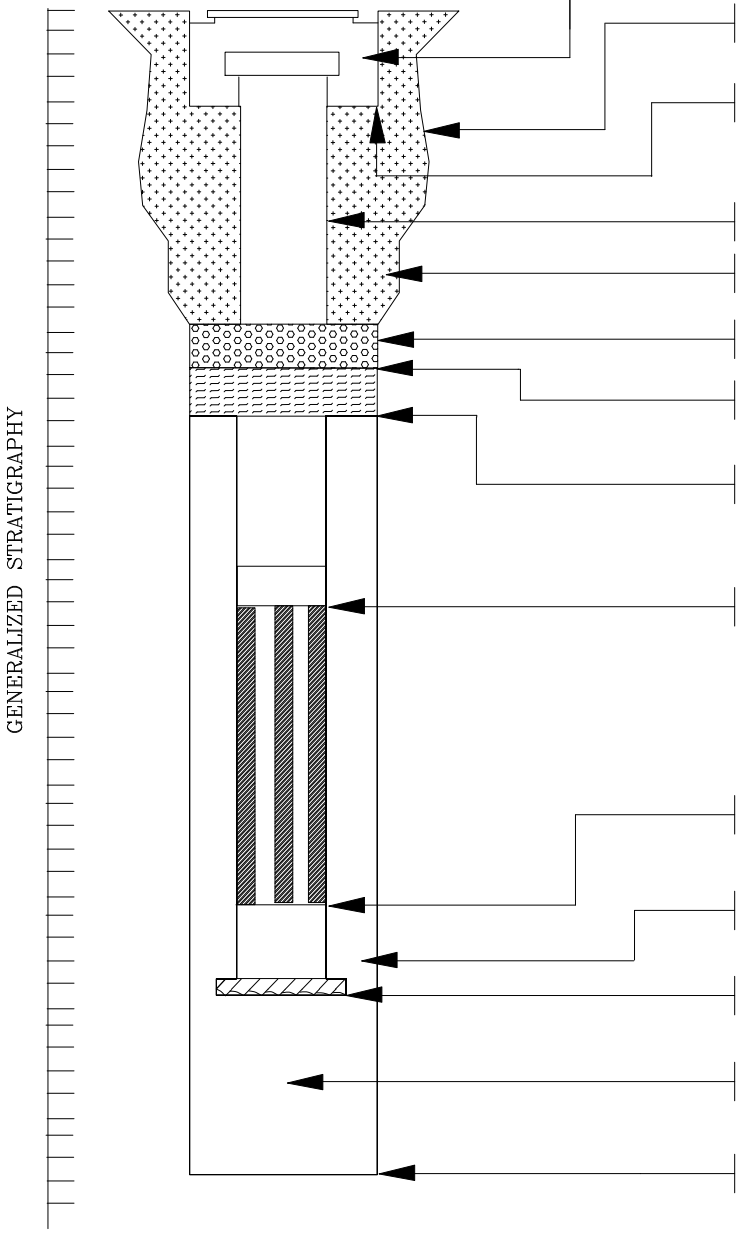
No suspect odors detected

*SS - SPLIT-SPOON SAMPLE U - UNDISTURBED TUBE P - PISTON TUBE C - CORE

WELL CONSTRUCTION DETAILS

LCS, Inc. WELL CONSTRUCTION DETAIL

PROJECT/LOCATION:	101-239 and 214-216 South Salina Street, Syracuse, New York 13202	PROJECT No.	17S910.22
CLIENT:	M&T Bank	WELL No.	TPMW1
DATE COMPLETED:	5/3/17	SUPERVISED BY:	SK



REFERENCE POINT
Elevation/Depth: NA

SURFACE SEAL
Type/Depth: NA

DEPTH OF SURFACE CASING: NA

RISER PIPE Size/Type: 1.0 inch/Schedule 40 PVC

DIAMETER OF BOREHOLE: 2.2 inches

TYPE OF FILL: NA

TOP OF SEAL Elevation/Depth: 0.0 ft.bgs
TYPE OF SEAL: Hydrated bentonite

TOP OF FILTER PACK Elevation/Depth: 1.0 ft. bgs
FILTER PACK MATERIAL: #00N silica sand

TOP OF SCREEN Elevation/Depth: 5.8 ft. bgs
SCREEN SIZE/TYPE: 0.010 inch/Schedule 40 PVC

BOTTOM OF SCREEN Elevation/Depth: 15.8 ft.bgs

BOTTOM OF FILTER PACK
Elevation/Depth: 16.0 ft. bgs

BOTTOM OF PLUGGED BLANK SECTION
Elevation/Depth: 16.0 ft.bgs

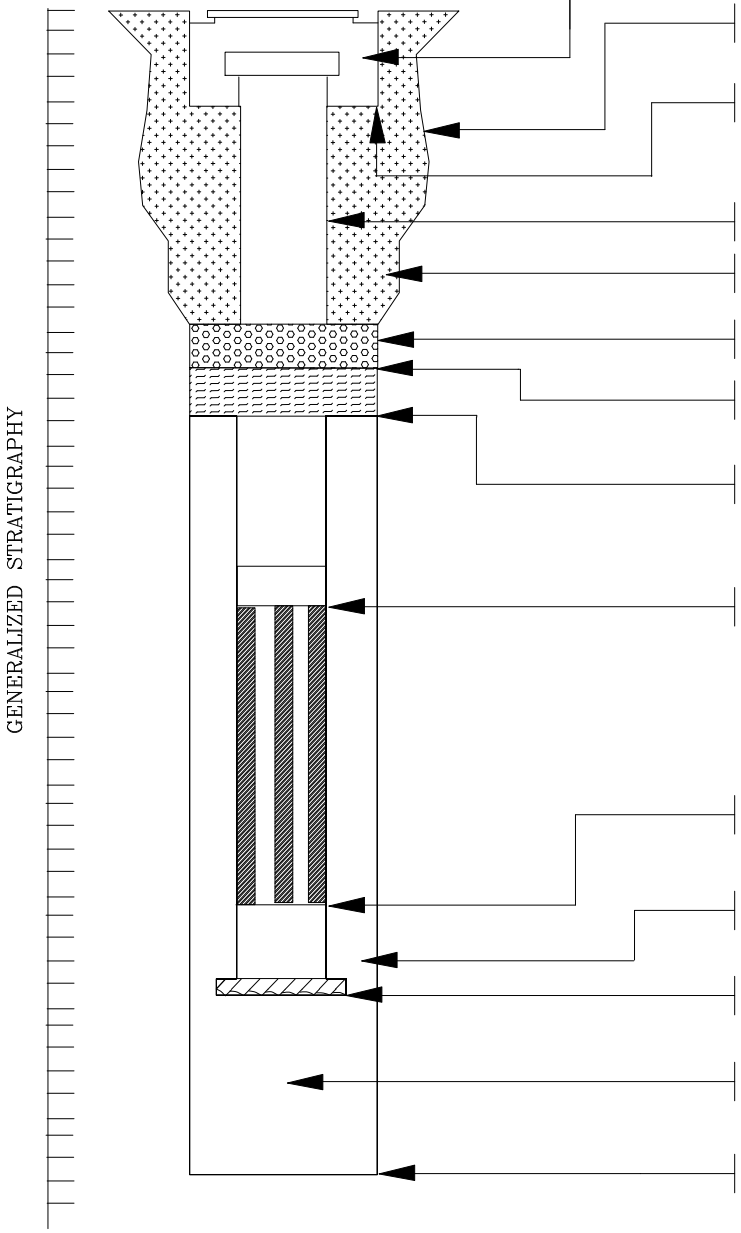
TYPE OF FILLER
BELOW PLUGGED BLANK: Native soils

BOTTOM OF BOREHOLE
Elevation/Depth: 16.0 ft. bgs

NOTES

LCS, Inc. WELL CONSTRUCTION DETAIL

PROJECT/LOCATION:	101-239 and 214-216 South Salina Street, Syracuse, New York 13202	PROJECT No.	17S910.22
CLIENT:	M&T Bank	WELL No.	TPMW2
DATE COMPLETED:	5/3/17	SUPERVISED BY:	SK



REFERENCE POINT
Elevation/Depth: NA

SURFACE SEAL
Type/Depth: NA

DEPTH OF SURFACE CASING: NA

RISER PIPE Size/Type: 1.0 inch/Schedule 40 PVC

DIAMETER OF BOREHOLE: 2.2 inches

TYPE OF FILL: NA

TOP OF SEAL Elevation/Depth: 0.0 ft.bgs
TYPE OF SEAL: Hydrated bentonite

TOP OF FILTER PACK Elevation/Depth: 1.0 ft. bgs
FILTER PACK MATERIAL: #00N silica sand

TOP OF SCREEN Elevation/Depth: 5.8 ft. bgs
SCREEN SIZE/TYPE: 0.010 inch/Schedule 40 PVC

BOTTOM OF SCREEN Elevation/Depth: 15.8 ft.bgs

BOTTOM OF FILTER PACK
Elevation/Depth: 16.0 ft. bgs

BOTTOM OF PLUGGED BLANK SECTION
Elevation/Depth: 16.0 ft.bgs

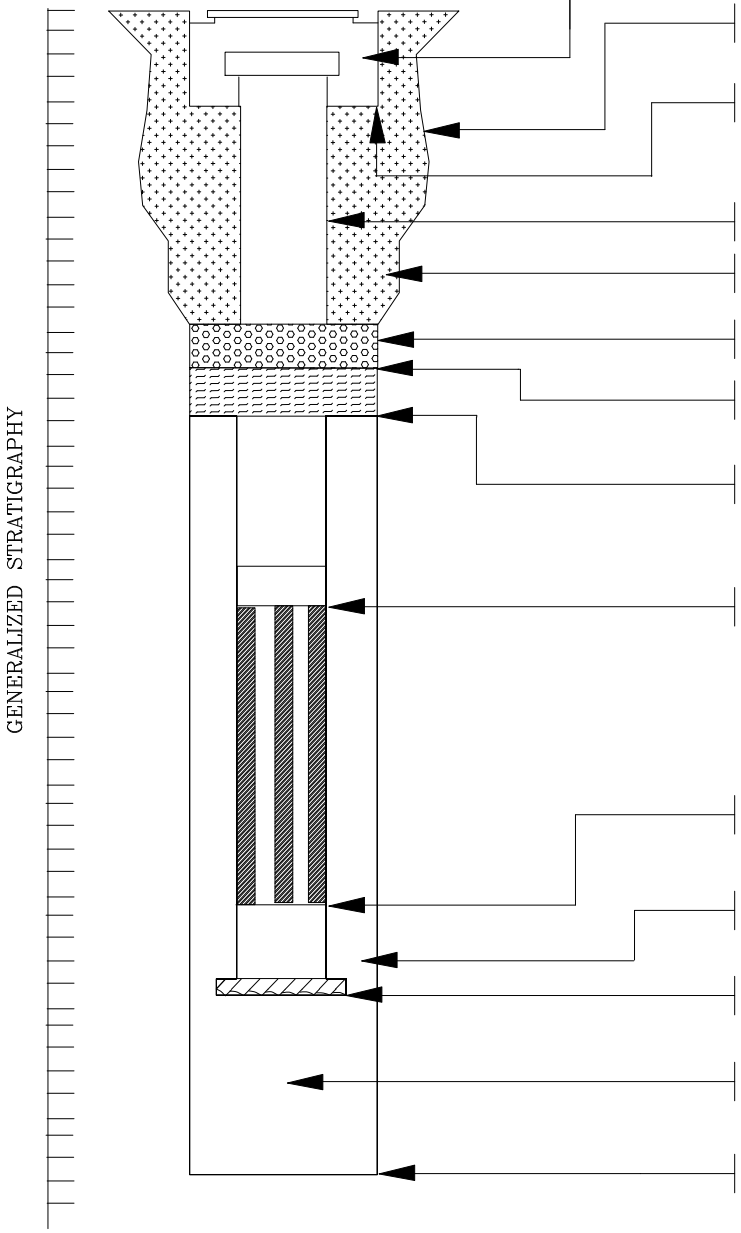
TYPE OF FILLER
BELOW PLUGGED BLANK: Native soils

BOTTOM OF BOREHOLE
Elevation/Depth: 16.0 ft. bgs

NOTES

LCS, Inc. WELL CONSTRUCTION DETAIL

PROJECT/LOCATION:	101-239 and 214-216 South Salina Street, Syracuse, New York 13202	PROJECT No.	17S910.22
CLIENT:	M&T Bank	WELL No.	TPMW3
DATE COMPLETED:	5/3/17	SUPERVISED BY:	SK



REFERENCE POINT
Elevation/Depth: NA

SURFACE SEAL
Type/Depth: NA

DEPTH OF SURFACE CASING: NA

RISER PIPE Size/Type: 1.0 inch/Schedule 40 PVC

DIAMETER OF BOREHOLE: 2.2 inches

TYPE OF FILL: NA

TOP OF SEAL Elevation/Depth: 0.0 ft.bgs
TYPE OF SEAL: Hydrated bentonite

TOP OF FILTER PACK Elevation/Depth: 1.0 ft. bgs
FILTER PACK MATERIAL: #00N silica sand

TOP OF SCREEN Elevation/Depth: 5.8 ft. bgs
SCREEN SIZE/TYPE: 0.010 inch/Schedule 40 PVC

BOTTOM OF SCREEN Elevation/Depth: 15.8 ft.bgs

BOTTOM OF FILTER PACK
Elevation/Depth: 16.0 ft. bgs

BOTTOM OF PLUGGED BLANK SECTION
Elevation/Depth: 16.0 ft.bgs

TYPE OF FILLER
BELOW PLUGGED BLANK: Native soils

BOTTOM OF BOREHOLE
Elevation/Depth: 16.0 ft. bgs

NOTES

GEOPHYSICAL SURVEY

GROUND PENETRATING RADAR SYSTEMS, INC.

EXPERTS IN GPR

Thursday, April 27, 2017

Lender Consulting Services
Attn: Alan Schenk
Site: Post Standard Facility

Re: GPR Investigation for Underground Utilities and UST's

We appreciate the opportunity to provide this report for our work completed on 4/24/17 at the above address in Syracuse, NY.

PURPOSE

The purpose of this project was to search for underground utilities within close proximity to (17) total boring locations; (5) were indoor locations, and (12) were outdoor locations. In order to clear each location, we searched a radius of approximately 10'-15' around each location (white paint). We were also asked to search for any remaining UST's within the paved area near the truck dock, and to the north of the indoor parking area.

EQUIPMENT

- **Ground Penetrating Radar (GPR), Manufacturer: GSSI, Model: SIR-3000 processing unit with 400 MHz antenna.** GPR works by sending pulses of energy into a material and recording the strength and the time required for the return of the reflected signal. Reflections are produced when the energy pulses enter into a material with different electrical properties from the material it left. The strength of the reflection is determined by the contrast in signal speed between the two materials. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the conductivity of the materials. For more information, please visit: http://www.geophysical.com/Documentation/Brochures/GSSI-UtilityScanBrochure.pdf

- **RD7000 pipe locator, Manufacturer: Radiodetection.** The RD7000 can detect the electromagnetic fields from live power or radio frequency signals. It can also be used in conjunction with a trasmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A tone is sent through the pipe or tracer wire at a specific frequency which can then be detected by the receiver. For more information, please visit: http://www.spx.com/en/radiodetection/pd-rd7000/

PROCESS

Our process began with using the RD7000 to locate pipes or utilities throughout the scan area. We first sweep all areas with the receiver to detect live power or radio frequency signals followed by connecting to any visible risers or tracer wires that may be in the area provided that there is an exposed metallic surface. Locations and depths are painted or flagged on the surface. Depths cannot always be provided depending on the location method and can be prone to error.

Initial GPR scans were then collected in order to evaluate the data and calibrate the equipment. Based on these findings, a survey strategy is formed, typically consisting of scanning the entire area in a grid with 3'-5' scan spacing in order to locate any potential utilities that were not found with RD. The GPR data is interpreted in real time and anomalies in the data are located and marked on the surface along with their depths using spray paint, pin flags, etc. Depths are dependent on the dielectric of the materials being scanned so depth accuracy can vary throughout a site.

LIMITATIONS

Please keep in mind that there are limitations to any subsurface investigation. The equipment may not achieve maximum effectiveness due to soil conditions, above ground obstructions, reinforced concrete, and a variety of other factors. No subsurface investigation or equipment can provide a complete image of what lies below. Our results should always be used in conjunction with as many methods as possible including consulting existing plans and drawings, exploratory excavation or potholing, visual inspection of above ground features, and utilization of services such as Dig Alert/Underground Service Alert.

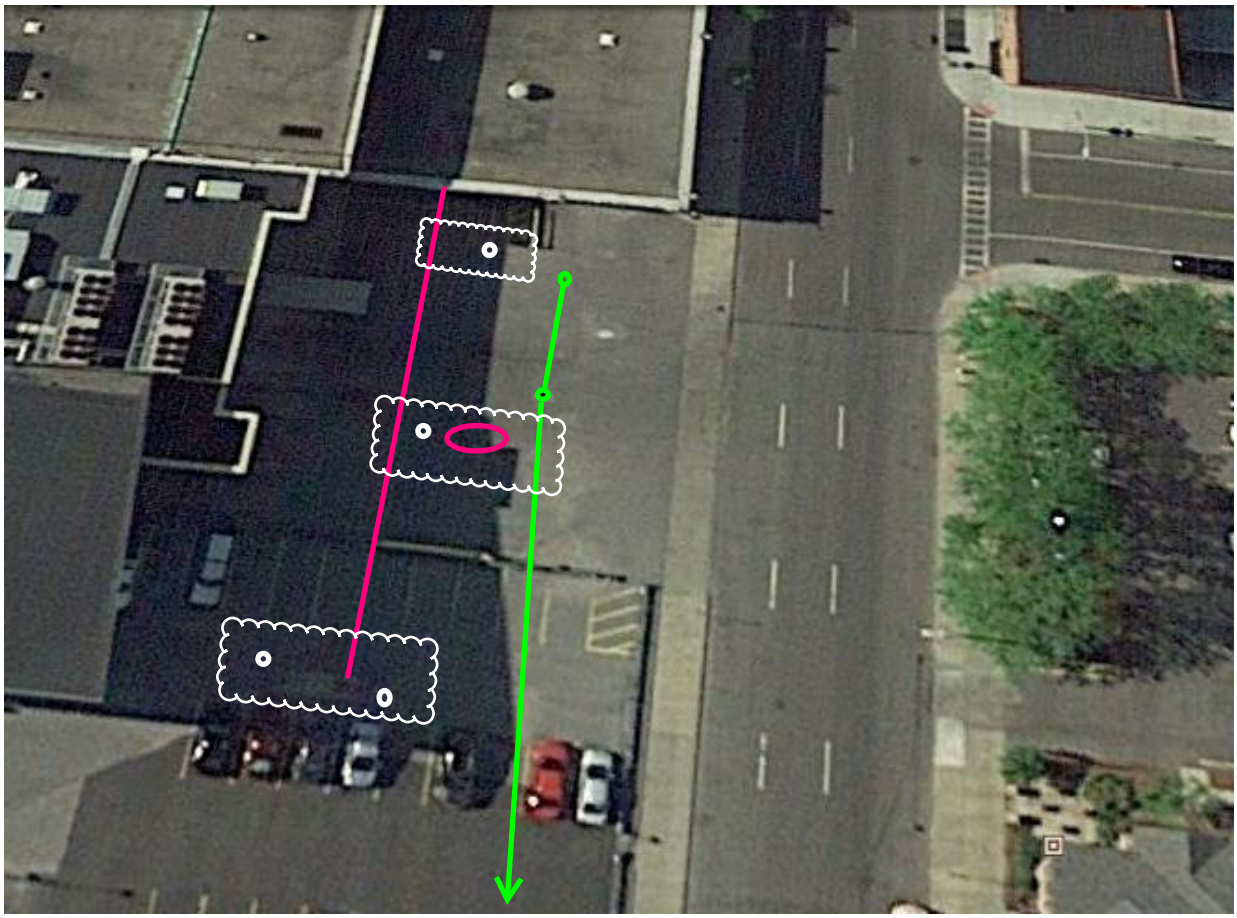
At this site, our penetration depths were limited at the indoor locations due to the tight pattern of wire mesh within the concrete slab. We believe our average penetration depth at the indoor locations was 2'-2.5'. In most outdoor locations, it appeared the data was achieving a good penetration depth of approximately 4'-5'.

FINDINGS

We were able to locate several conduits/pipes near the indoor locations. Most of these pipes could be seen coming up through the floor at the multiple columns running the length of the building. These pipes consisted of electrical conduit, and what appeared to be copper hydraulic lines. After tracing out all of these lines, we were able to determine that none of their paths came out further than 3'-4' from the faces of the columns, therefore not affecting the soil borings.

At the outdoor locations we were able to locate many anomalies believed to be pipes, but no UST's (other than the one currently under the concrete pad and with fill ports still intact). The following site sketches will show the approximate boundaries of our scan areas, boring locations, and pipes found while scanning. (Red=electric, green=sewer, pink=UST related lines)

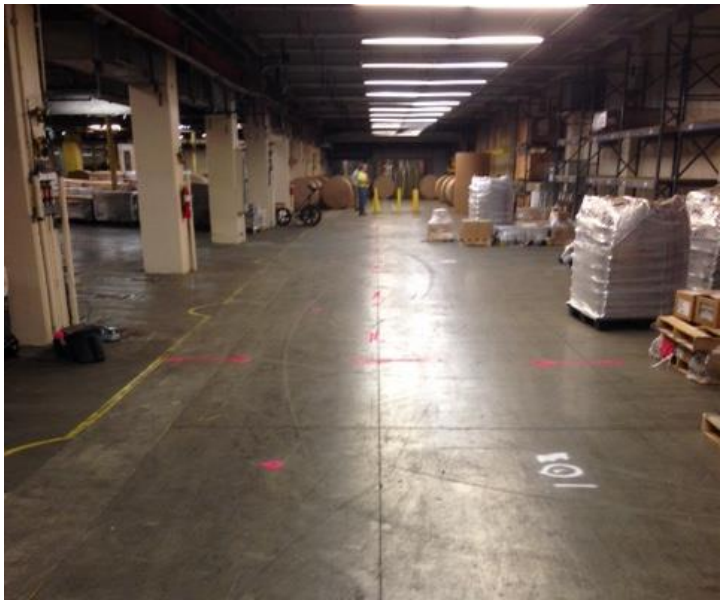
The following pages will further explain the findings.



Site Sketch	Standard Post Facility, Syracuse, NY	GPRS EXPERTS IN GPR



Site Sketch	Standard Post Facility, Syracuse, NY	GPRS EXPERTS IN GPR

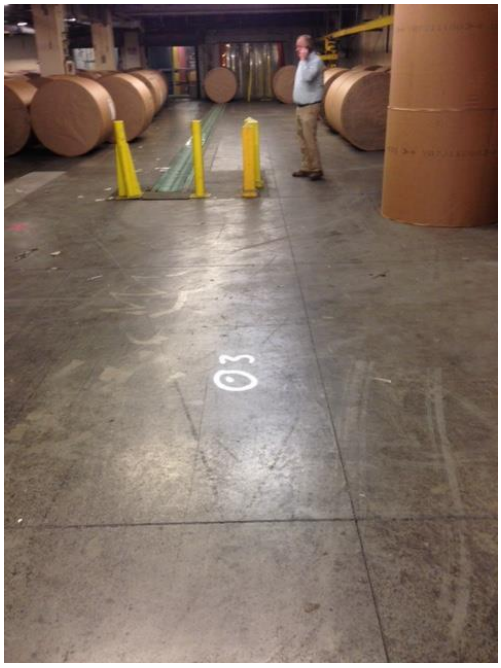


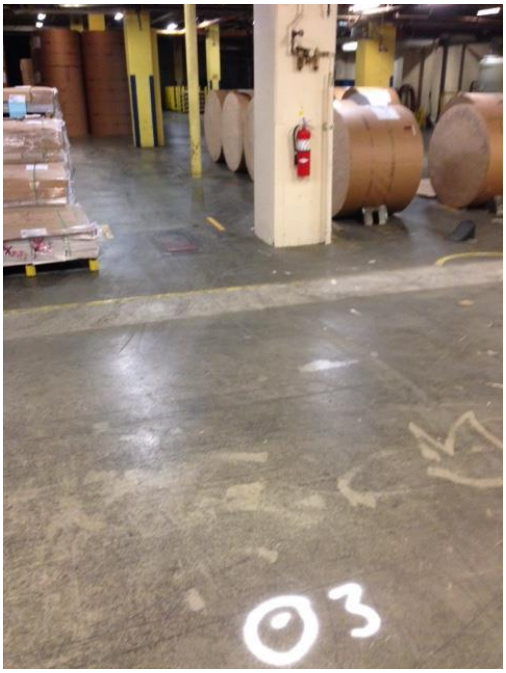






Site Photos: Indoor Locations	Standard Post Facility, Syracuse, NY	GPRS EXPERTS IN GPR









Site Photos: Indoor Locations	Standard Post Facility, Syracuse, NY	GPRS EXPERTS IN GPR

CLOSING

Ground Penetrating Radar Systems, Inc. has been in business for over 15 years, specializing in underground storage tank location, concrete scanning, utility locating, as well as shallow void detection throughout the US and Canada. I encourage you to visit our website (www.gp-radar.com) and contact any of the numerous references listed.

GPRS appreciates the opportunity to offer our services, and we look forward to continuing to work with you on future projects. Please feel free to contact us for additional information or with any questions you may have regarding this GPR Investigation.

Signed,

Jim Bell
Project Manager- Upstate New York
GPRS GROUND PENETRATING RADAR SYSTEMS, INC.
EXPERTS IN GPR
Direct: 315-715-5137
jim.bell@gp-radar.com
www.gp-radar.com

ANALYTICAL RESULTS

ANALYTICAL REPORT

May 17, 2017

Lender Consulting Services - NY

Sample Delivery Group:	L907538
Samples Received:	05/06/2017
Project Number:	17S910.22
Description:	Commercial Property

Report To:

Mr. Doug Reid
40 La Riviere Dr., Ste. 120
Buffalo, NY 14202

Entire Report Reviewed By:

T. Alan Harvill
Technical Service Representative

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by ESC is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



Cp: Cover Page 1

Tc: Table of Contents 2

Ss: Sample Summary 3

Cn: Case Narrative 6

Sr: Sample Results 7

BH1 L907538-01 7

BH3 L907538-02 10

BH8 L907538-03 13

BH9 L907538-04 15

BH11 L907538-05 17

BH12 L907538-06 19

BH13 L907538-07 21

BH16 UNDER CONCRETE L907538-08 23

BH17 L907538-09 25

BH18 L907538-10 27

BH21 L907538-11 29

TPMW 2 L907538-12 31

Qc: Quality Control Summary 33

Total Solids by Method 2540 G-2011 33

Mercury by Method 7470A 35

Mercury by Method 7471A 36

Metals (ICP) by Method 6010C 38

Volatile Organic Compounds (GC/MS) by Method 8260C 40

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM 50

Gl: Glossary of Terms 54

Al: Accreditations & Locations 55

Sc: Chain of Custody 56

BH1 L907538-01 Solid

Collected by: Shane Kessler
Collected date/time: 05/03/17 09:10
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977723	1	05/09/17 12:20	05/10/17 13:14	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:17	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.81	05/03/17 09:10	05/12/17 14:54	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	10	05/12/17 02:25	05/13/17 03:51	CLG
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	50	05/12/17 02:25	05/15/17 12:31	CLG

BH3 L907538-02 Solid

Collected by: Shane Kessler
Collected date/time: 05/03/17 10:30
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977723	1	05/09/17 12:20	05/10/17 13:16	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:20	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	1.07	05/03/17 10:30	05/12/17 15:14	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	10	05/12/17 02:25	05/13/17 04:33	CLG
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	100	05/12/17 02:25	05/15/17 17:05	ADF
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	50	05/12/17 02:25	05/15/17 12:52	CLG

BH8 L907538-03 Solid

Collected by: Shane Kessler
Collected date/time: 05/03/17 13:30
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:37	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:29	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.66	05/03/17 13:30	05/12/17 15:34	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	10	05/12/17 02:25	05/13/17 04:55	CLG

BH9 L907538-04 Solid

Collected by: Shane Kessler
Collected date/time: 05/03/17 14:45
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:39	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:32	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.75	05/03/17 14:45	05/12/17 15:53	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/13/17 03:30	CLG

BH11 L907538-05 Solid

Collected by: Shane Kessler
Collected date/time: 05/04/17 08:45
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:42	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:35	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.86	05/04/17 08:45	05/12/17 16:13	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 22:14	CLG

BH12 L907538-06 Solid

Collected by: Shane Kessler
Collected date/time: 05/04/17 09:15
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:52	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:38	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.78	05/04/17 09:15	05/12/17 16:33	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 22:35	CLG

BH13 L907538-07 Solid

Collected by: Shane Kessler
Collected date/time: 05/04/17 09:45
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977906	1	05/09/17 14:54	05/09/17 15:04	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:55	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:42	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	1.07	05/04/17 09:45	05/12/17 16:53	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 22:56	CLG

BH16 UNDER CONCRETE L907538-08 Solid

Collected by: Shane Kessler
Collected date/time: 05/04/17 12:00
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:57	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:45	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.91	05/04/17 12:00	05/12/17 17:13	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/13/17 01:45	CLG

BH17 L907538-09 Solid

Collected by: Shane Kessler
Collected date/time: 05/04/17 12:30
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 16:00	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:48	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.59	05/04/17 12:30	05/12/17 17:32	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 23:17	CLG

BH18 L907538-10 Solid

Collected by: Shane Kessler
Collected date/time: 05/04/17 12:45
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 15:29	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:51	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.82	05/04/17 12:45	05/12/17 17:52	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/13/17 02:06	CLG

BH21 L907538-11 Solid

Collected by: Shane Kessler
Collected date/time: 05/05/17 12:45
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Total Solids by Method 2540 G-2011	WG977912	1	05/09/17 14:38	05/09/17 14:51	KDW
Mercury by Method 7471A	WG977759	1	05/09/17 13:03	05/10/17 16:02	TRB
Metals (ICP) by Method 6010C	WG977515	1	05/09/17 18:16	05/10/17 20:54	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979173	.76	05/04/17 12:45	05/12/17 18:12	BMB
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG978392	1	05/12/17 02:25	05/12/17 23:38	CLG

TPMW 2 L907538-12 GW

Collected by: Shane Kessler
Collected date/time: 05/05/17 12:30
Received date/time: 05/06/17 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst
Mercury by Method 7470A	WG977710	1	05/09/17 11:45	05/10/17 10:33	BRJ
Metals (ICP) by Method 6010C	WG977391	1	05/09/17 13:57	05/09/17 16:09	ST
Volatile Organic Compounds (GC/MS) by Method 8260C	WG979152	1	05/12/17 15:57	05/12/17 15:57	JAH
Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM	WG977606	3	05/09/17 13:44	05/10/17 09:24	FMB

All MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



T. Alan Harvill
Technical Service Representative

Sample Handling and Receiving

VOC pH outside of method requirement.

ESC Sample ID	Project Sample ID	Method
L907538-12	TPMW 2	8260C

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	87.8		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	91.2		3.19	22.8	1	05/10/2017 13:14	WG977723

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	5500		740	2280	1	05/10/2017 20:17	WG977515
Barium	46900		194	570	1	05/10/2017 20:17	WG977515
Cadmium	83.0	J	79.7	570	1	05/10/2017 20:17	WG977515
Chromium	14300		159	1140	1	05/10/2017 20:17	WG977515
Lead	37800		216	570	1	05/10/2017 20:17	WG977515
Selenium	U		843	2280	1	05/10/2017 20:17	WG977515
Silver	U		319	1140	1	05/10/2017 20:17	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	10.5	J	9.23	46.1	.81	05/12/2017 14:54	WG979173
Benzene	U		0.249	0.923	.81	05/12/2017 14:54	WG979173
Bromochloromethane	U		0.360	0.923	.81	05/12/2017 14:54	WG979173
Bromodichloromethane	U		0.235	0.923	.81	05/12/2017 14:54	WG979173
Bromoform	U		0.391	0.923	.81	05/12/2017 14:54	WG979173
Bromomethane	U		1.23	4.61	.81	05/12/2017 14:54	WG979173
Carbon disulfide	0.666	J	0.204	0.923	.81	05/12/2017 14:54	WG979173
Carbon tetrachloride	U		0.303	0.923	.81	05/12/2017 14:54	WG979173
Chlorobenzene	U		0.196	0.923	.81	05/12/2017 14:54	WG979173
Chlorodibromomethane	U		0.344	0.923	.81	05/12/2017 14:54	WG979173
Chloroethane	U		0.873	4.61	.81	05/12/2017 14:54	WG979173
Chloroform	U		0.211	4.61	.81	05/12/2017 14:54	WG979173
Chloromethane	U		0.346	2.31	.81	05/12/2017 14:54	WG979173
Cyclohexane	U		0.323	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dibromo-3-Chloropropane	U		0.968	4.61	.81	05/12/2017 14:54	WG979173
1,2-Dibromoethane	U		0.317	0.923	.81	05/12/2017 14:54	WG979173
Dichlorodifluoromethane	U		0.658	4.61	.81	05/12/2017 14:54	WG979173
1,1-Dichloroethane	U		0.183	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dichloroethane	U		0.245	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dichlorobenzene	U		0.281	0.923	.81	05/12/2017 14:54	WG979173
1,3-Dichlorobenzene	U		0.221	0.923	.81	05/12/2017 14:54	WG979173
1,4-Dichlorobenzene	U		0.208	0.923	.81	05/12/2017 14:54	WG979173
1,1-Dichloroethene	U		0.279	0.923	.81	05/12/2017 14:54	WG979173
cis-1,2-Dichloroethene	U		0.216	0.923	.81	05/12/2017 14:54	WG979173
trans-1,2-Dichloroethene	U		0.244	0.923	.81	05/12/2017 14:54	WG979173
1,2-Dichloropropane	U		0.330	0.923	.81	05/12/2017 14:54	WG979173
cis-1,3-Dichloropropene	U		0.241	0.923	.81	05/12/2017 14:54	WG979173
trans-1,3-Dichloropropene	U		0.246	0.923	.81	05/12/2017 14:54	WG979173
Ethylbenzene	0.455	J	0.273	0.923	.81	05/12/2017 14:54	WG979173
2-Hexanone	U		1.26	9.23	.81	05/12/2017 14:54	WG979173
Isopropylbenzene	U		0.224	9.23	.81	05/12/2017 14:54	WG979173
2-Butanone (MEK)	U		4.32	9.23	.81	05/12/2017 14:54	WG979173
Methyl Acetate	U		5.63	18.5	.81	05/12/2017 14:54	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.925		0.351	0.923	.81	05/12/2017 14:54	WG979173
Methylene Chloride	U		0.923	4.61	.81	05/12/2017 14:54	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.73	9.23	.81	05/12/2017 14:54	WG979173
Methyl tert-butyl ether	U		0.196	0.923	.81	05/12/2017 14:54	WG979173
Naphthalene	14.1		0.923	4.61	.81	05/12/2017 14:54	WG979173
Styrene	U		0.216	0.923	.81	05/12/2017 14:54	WG979173
1,1,2,2-Tetrachloroethane	U		0.337	0.923	.81	05/12/2017 14:54	WG979173
Tetrachloroethene	U		0.255	0.923	.81	05/12/2017 14:54	WG979173
Toluene	0.609	J	0.401	4.61	.81	05/12/2017 14:54	WG979173
1,2,3-Trichlorobenzene	U		0.282	0.923	.81	05/12/2017 14:54	WG979173
1,2,4-Trichlorobenzene	U		0.358	0.923	.81	05/12/2017 14:54	WG979173
1,1,1-Trichloroethane	U		0.264	0.923	.81	05/12/2017 14:54	WG979173
1,1,2-Trichloroethane	U		0.255	0.923	.81	05/12/2017 14:54	WG979173
Trichloroethene	U		0.257	0.923	.81	05/12/2017 14:54	WG979173
Trichlorofluoromethane	U		0.352	4.61	.81	05/12/2017 14:54	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.337	0.923	.81	05/12/2017 14:54	WG979173
Vinyl chloride	U		0.269	0.923	.81	05/12/2017 14:54	WG979173
o-Xylene	1.10		0.337	0.923	.81	05/12/2017 14:54	WG979173
m&p-Xylenes	1.86		0.306	1.85	.81	05/12/2017 14:54	WG979173
n-Butylbenzene	0.339	J	0.238	0.923	.81	05/12/2017 14:54	WG979173
sec-Butylbenzene	0.379	J	0.186	0.923	.81	05/12/2017 14:54	WG979173
tert-Butylbenzene	U		0.190	0.923	.81	05/12/2017 14:54	WG979173
1,2,4-Trimethylbenzene	4.31		0.195	0.923	.81	05/12/2017 14:54	WG979173
1,3,5-Trimethylbenzene	1.60		0.245	0.923	.81	05/12/2017 14:54	WG979173
n-Propylbenzene	0.462	J	0.190	0.923	.81	05/12/2017 14:54	WG979173
p-Isopropyltoluene	0.275	J	0.188	0.923	.81	05/12/2017 14:54	WG979173
(S) Toluene-d8	*106*			*80.0-120*		*05/12/2017 14:54*	WG979173
(S) Dibromofluoromethane	*93.2*			*74.0-131*		*05/12/2017 14:54*	WG979173
(S) α,α,α-Trifluorotoluene	*107*			*80.0-120*		*05/12/2017 14:54*	WG979173
(S) 4-Bromofluorobenzene	*97.1*			*64.0-132*		*05/12/2017 14:54*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	1320		6.83	68.3	10	05/13/2017 03:51	WG978392
Acenaphthene	464		6.83	68.3	10	05/13/2017 03:51	WG978392
Acenaphthylene	16.3	J	6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(a)anthracene	2830		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(a)pyrene	2080		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(b)fluoranthene	2900		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(g,h,i)perylene	1490		6.83	68.3	10	05/13/2017 03:51	WG978392
Benzo(k)fluoranthene	813		6.83	68.3	10	05/13/2017 03:51	WG978392
Chrysene	2570		6.83	68.3	10	05/13/2017 03:51	WG978392
Dibenz(a,h)anthracene	481		6.83	68.3	10	05/13/2017 03:51	WG978392
Fluoranthene	6640		34.2	342	50	05/15/2017 12:31	WG978392
Fluorene	464		6.83	68.3	10	05/13/2017 03:51	WG978392
Indeno(1,2,3-cd)pyrene	1340		6.83	68.3	10	05/13/2017 03:51	WG978392
Naphthalene	317		22.8	228	10	05/13/2017 03:51	WG978392
Phenanthrene	5140		34.2	342	50	05/15/2017 12:31	WG978392
Pyrene	4460		6.83	68.3	10	05/13/2017 03:51	WG978392
1-Methylnaphthalene	380		22.8	228	10	05/13/2017 03:51	WG978392
2-Methylnaphthalene	443		22.8	228	10	05/13/2017 03:51	WG978392
2-Chloronaphthalene	U		22.8	228	10	05/13/2017 03:51	WG978392
(S) Nitrobenzene-d5	*111*			*14.0-149*		*05/13/2017 03:51*	WG978392
(S) Nitrobenzene-d5	*66.0*	J7		*14.0-149*		*05/15/2017 12:31*	WG978392
(S) 2-Fluorobiphenyl	*83.4*			*34.0-125*		*05/13/2017 03:51*	WG978392

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
(S) 2-Fluorobiphenyl	*82.5*	J7		*34.0-125*		*05/15/2017 12:31*	WG978392
(S) p-Terphenyl-d14	*80.8*			*23.0-120*		*05/13/2017 03:51*	WG978392
(S) p-Terphenyl-d14	*79.0*	J7		*23.0-120*		*05/15/2017 12:31*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	90.3		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	394		3.10	22.2	1	05/10/2017 13:16	WG977723

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	5860		720	2220	1	05/10/2017 20:20	WG977515
Barium	89700		188	554	1	05/10/2017 20:20	WG977515
Cadmium	187	J	77.5	554	1	05/10/2017 20:20	WG977515
Chromium	16000		155	1110	1	05/10/2017 20:20	WG977515
Lead	123000		210	554	1	05/10/2017 20:20	WG977515
Selenium	U		820	2220	1	05/10/2017 20:20	WG977515
Silver	U		310	1110	1	05/10/2017 20:20	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	26.5	J	11.9	59.3	1.07	05/12/2017 15:14	WG979173
Benzene	1.49		0.320	1.19	1.07	05/12/2017 15:14	WG979173
Bromochloromethane	U		0.462	1.19	1.07	05/12/2017 15:14	WG979173
Bromodichloromethane	U		0.301	1.19	1.07	05/12/2017 15:14	WG979173
Bromoform	U		0.503	1.19	1.07	05/12/2017 15:14	WG979173
Bromomethane	U		1.58	5.93	1.07	05/12/2017 15:14	WG979173
Carbon disulfide	2.88		0.261	1.19	1.07	05/12/2017 15:14	WG979173
Carbon tetrachloride	U		0.389	1.19	1.07	05/12/2017 15:14	WG979173
Chlorobenzene	U		0.251	1.19	1.07	05/12/2017 15:14	WG979173
Chlorodibromomethane	U		0.442	1.19	1.07	05/12/2017 15:14	WG979173
Chloroethane	U		1.12	5.93	1.07	05/12/2017 15:14	WG979173
Chloroform	U		0.271	5.93	1.07	05/12/2017 15:14	WG979173
Chloromethane	U		0.444	2.96	1.07	05/12/2017 15:14	WG979173
Cyclohexane	0.692	J	0.414	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dibromo-3-Chloropropane	U		1.24	5.93	1.07	05/12/2017 15:14	WG979173
1,2-Dibromoethane	U		0.406	1.19	1.07	05/12/2017 15:14	WG979173
Dichlorodifluoromethane	U		0.845	5.93	1.07	05/12/2017 15:14	WG979173
1,1-Dichloroethane	U		0.236	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dichloroethane	U		0.315	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dichlorobenzene	U		0.361	1.19	1.07	05/12/2017 15:14	WG979173
1,3-Dichlorobenzene	U		0.284	1.19	1.07	05/12/2017 15:14	WG979173
1,4-Dichlorobenzene	U		0.268	1.19	1.07	05/12/2017 15:14	WG979173
1,1-Dichloroethene	U		0.359	1.19	1.07	05/12/2017 15:14	WG979173
cis-1,2-Dichloroethene	U		0.278	1.19	1.07	05/12/2017 15:14	WG979173
trans-1,2-Dichloroethene	U		0.312	1.19	1.07	05/12/2017 15:14	WG979173
1,2-Dichloropropane	U		0.424	1.19	1.07	05/12/2017 15:14	WG979173
cis-1,3-Dichloropropene	U		0.310	1.19	1.07	05/12/2017 15:14	WG979173
trans-1,3-Dichloropropene	U		0.317	1.19	1.07	05/12/2017 15:14	WG979173
Ethylbenzene	U		0.352	1.19	1.07	05/12/2017 15:14	WG979173
2-Hexanone	U		1.62	11.9	1.07	05/12/2017 15:14	WG979173
Isopropylbenzene	U		0.288	11.9	1.07	05/12/2017 15:14	WG979173
2-Butanone (MEK)	8.08	J	5.55	11.9	1.07	05/12/2017 15:14	WG979173
Methyl Acetate	U		7.23	23.7	1.07	05/12/2017 15:14	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	1.68		0.451	1.19	1.07	05/12/2017 15:14	WG979173
Methylene Chloride	U		1.19	5.93	1.07	05/12/2017 15:14	WG979173
4-Methyl-2-pentanone (MIBK)	U		2.23	11.9	1.07	05/12/2017 15:14	WG979173
Methyl tert-butyl ether	U		0.251	1.19	1.07	05/12/2017 15:14	WG979173
Naphthalene	2.08	J	1.19	5.93	1.07	05/12/2017 15:14	WG979173
Styrene	U		0.277	1.19	1.07	05/12/2017 15:14	WG979173
1,1,2,2-Tetrachloroethane	U		0.432	1.19	1.07	05/12/2017 15:14	WG979173
Tetrachloroethene	U		0.327	1.19	1.07	05/12/2017 15:14	WG979173
Toluene	1.35	J	0.514	5.93	1.07	05/12/2017 15:14	WG979173
1,2,3-Trichlorobenzene	U		0.362	1.19	1.07	05/12/2017 15:14	WG979173
1,2,4-Trichlorobenzene	U		0.460	1.19	1.07	05/12/2017 15:14	WG979173
1,1,1-Trichloroethane	U		0.339	1.19	1.07	05/12/2017 15:14	WG979173
1,1,2-Trichloroethane	U		0.328	1.19	1.07	05/12/2017 15:14	WG979173
Trichloroethene	U		0.330	1.19	1.07	05/12/2017 15:14	WG979173
Trichlorofluoromethane	U		0.453	5.93	1.07	05/12/2017 15:14	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.432	1.19	1.07	05/12/2017 15:14	WG979173
Vinyl chloride	U		0.344	1.19	1.07	05/12/2017 15:14	WG979173
o-Xylene	U		0.434	1.19	1.07	05/12/2017 15:14	WG979173
m&p-Xylenes	0.561	J	0.393	2.37	1.07	05/12/2017 15:14	WG979173
n-Butylbenzene	U		0.306	1.19	1.07	05/12/2017 15:14	WG979173
sec-Butylbenzene	U		0.238	1.19	1.07	05/12/2017 15:14	WG979173
tert-Butylbenzene	U		0.244	1.19	1.07	05/12/2017 15:14	WG979173
1,2,4-Trimethylbenzene	U		0.250	1.19	1.07	05/12/2017 15:14	WG979173
1,3,5-Trimethylbenzene	U		0.316	1.19	1.07	05/12/2017 15:14	WG979173
n-Propylbenzene	U		0.244	1.19	1.07	05/12/2017 15:14	WG979173
p-Isopropyltoluene	U		0.241	1.19	1.07	05/12/2017 15:14	WG979173
(S) Toluene-d8	*106*			*80.0-120*		*05/12/2017 15:14*	WG979173
(S) Dibromofluoromethane	*93.5*			*74.0-131*		*05/12/2017 15:14*	WG979173
(S) α,α,α-Trifluorotoluene	*109*			*80.0-120*		*05/12/2017 15:14*	WG979173
(S) 4-Bromofluorobenzene	*94.4*			*64.0-132*		*05/12/2017 15:14*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	4090		6.65	66.5	10	05/13/2017 04:33	WG978392
Acenaphthene	1510		6.65	66.5	10	05/13/2017 04:33	WG978392
Acenaphthylene	8.07	J	6.65	66.5	10	05/13/2017 04:33	WG978392
Benzo(a)anthracene	9060		33.2	332	50	05/15/2017 12:52	WG978392
Benzo(a)pyrene	6920		33.2	332	50	05/15/2017 12:52	WG978392
Benzo(b)fluoranthene	9640		33.2	332	50	05/15/2017 12:52	WG978392
Benzo(g,h,i)perylene	4110		6.65	66.5	10	05/13/2017 04:33	WG978392
Benzo(k)fluoranthene	2600		6.65	66.5	10	05/13/2017 04:33	WG978392
Chrysene	8260		33.2	332	50	05/15/2017 12:52	WG978392
Dibenz(a,h)anthracene	1440		6.65	66.5	10	05/13/2017 04:33	WG978392
Fluoranthene	22700		66.5	665	100	05/15/2017 17:05	WG978392
Fluorene	1710		6.65	66.5	10	05/13/2017 04:33	WG978392
Indeno(1,2,3-cd)pyrene	3820		6.65	66.5	10	05/13/2017 04:33	WG978392
Naphthalene	1690		22.2	222	10	05/13/2017 04:33	WG978392
Phenanthrene	13300		33.2	332	50	05/15/2017 12:52	WG978392
Pyrene	13700		33.2	332	50	05/15/2017 12:52	WG978392
1-Methylnaphthalene	434		22.2	222	10	05/13/2017 04:33	WG978392
2-Methylnaphthalene	575		22.2	222	10	05/13/2017 04:33	WG978392
2-Chloronaphthalene	U		22.2	222	10	05/13/2017 04:33	WG978392
(S) Nitrobenzene-d5	*93.2*			*14.0-149*		*05/13/2017 04:33*	WG978392
(S) Nitrobenzene-d5	*75.1*	J7		*14.0-149*		*05/15/2017 17:05*	WG978392
(S) Nitrobenzene-d5	*60.5*	J7		*14.0-149*		*05/15/2017 12:52*	WG978392

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
(S) 2-Fluorobiphenyl	*77.0*			*34.0-125*		*05/13/2017 04:33*	WG978392
(S) 2-Fluorobiphenyl	*76.7*	J7		*34.0-125*		*05/15/2017 17:05*	WG978392
(S) 2-Fluorobiphenyl	*77.5*	J7		*34.0-125*		*05/15/2017 12:52*	WG978392
(S) p-Terphenyl-d14	*82.8*			*23.0-120*		*05/13/2017 04:33*	WG978392
(S) p-Terphenyl-d14	*85.9*	J7		*23.0-120*		*05/15/2017 17:05*	WG978392
(S) p-Terphenyl-d14	*85.0*	J7		*23.0-120*		*05/15/2017 12:52*	WG978392

Sample Narrative:

8270D-SIM L907538-02 WG978392: Dilution due to matrix

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	94.5		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	47.7		2.96	21.2	1	05/10/2017 15:37	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4100		688	2120	1	05/10/2017 20:29	WG977515
Barium	61500		180	529	1	05/10/2017 20:29	WG977515
Cadmium	U		74.1	529	1	05/10/2017 20:29	WG977515
Chromium	13900		148	1060	1	05/10/2017 20:29	WG977515
Lead	24800		201	529	1	05/10/2017 20:29	WG977515
Selenium	U		783	2120	1	05/10/2017 20:29	WG977515
Silver	U		296	1060	1	05/10/2017 20:29	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		6.99	34.9	.66	05/12/2017 15:34	WG979173
Benzene	0.691	J	0.188	0.699	.66	05/12/2017 15:34	WG979173
Bromochloromethane	U		0.272	0.699	.66	05/12/2017 15:34	WG979173
Bromodichloromethane	U		0.178	0.699	.66	05/12/2017 15:34	WG979173
Bromoform	U		0.296	0.699	.66	05/12/2017 15:34	WG979173
Bromomethane	U		0.936	3.49	.66	05/12/2017 15:34	WG979173
Carbon disulfide	0.533	J	0.155	0.699	.66	05/12/2017 15:34	WG979173
Carbon tetrachloride	U		0.229	0.699	.66	05/12/2017 15:34	WG979173
Chlorobenzene	U		0.148	0.699	.66	05/12/2017 15:34	WG979173
Chlorodibromomethane	U		0.260	0.699	.66	05/12/2017 15:34	WG979173
Chloroethane	U		0.661	3.49	.66	05/12/2017 15:34	WG979173
Chloroform	U		0.160	3.49	.66	05/12/2017 15:34	WG979173
Chloromethane	U		0.263	1.75	.66	05/12/2017 15:34	WG979173
Cyclohexane	0.251	J	0.245	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dibromo-3-Chloropropane	U		0.734	3.49	.66	05/12/2017 15:34	WG979173
1,2-Dibromoethane	U		0.239	0.699	.66	05/12/2017 15:34	WG979173
Dichlorodifluoromethane	U		0.498	3.49	.66	05/12/2017 15:34	WG979173
1,1-Dichloroethane	U		0.139	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dichloroethane	U		0.185	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dichlorobenzene	U		0.213	0.699	.66	05/12/2017 15:34	WG979173
1,3-Dichlorobenzene	U		0.167	0.699	.66	05/12/2017 15:34	WG979173
1,4-Dichlorobenzene	U		0.158	0.699	.66	05/12/2017 15:34	WG979173
1,1-Dichloroethene	U		0.212	0.699	.66	05/12/2017 15:34	WG979173
cis-1,2-Dichloroethene	U		0.164	0.699	.66	05/12/2017 15:34	WG979173
trans-1,2-Dichloroethene	U		0.184	0.699	.66	05/12/2017 15:34	WG979173
1,2-Dichloropropane	U		0.250	0.699	.66	05/12/2017 15:34	WG979173
cis-1,3-Dichloropropene	U		0.183	0.699	.66	05/12/2017 15:34	WG979173
trans-1,3-Dichloropropene	U		0.186	0.699	.66	05/12/2017 15:34	WG979173
Ethylbenzene	U		0.207	0.699	.66	05/12/2017 15:34	WG979173
2-Hexanone	U		0.957	6.99	.66	05/12/2017 15:34	WG979173
Isopropylbenzene	U		0.169	6.99	.66	05/12/2017 15:34	WG979173
2-Butanone (MEK)	U		3.27	6.99	.66	05/12/2017 15:34	WG979173
Methyl Acetate	U		4.27	14.0	.66	05/12/2017 15:34	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.266	0.699	.66	05/12/2017 15:34	WG979173
Methylene Chloride	U		0.699	3.49	.66	05/12/2017 15:34	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.31	6.99	.66	05/12/2017 15:34	WG979173
Methyl tert-butyl ether	U		0.148	0.699	.66	05/12/2017 15:34	WG979173
Naphthalene	0.952	J	0.699	3.49	.66	05/12/2017 15:34	WG979173
Styrene	U		0.163	0.699	.66	05/12/2017 15:34	WG979173
1,1,2,2-Tetrachloroethane	U		0.255	0.699	.66	05/12/2017 15:34	WG979173
Tetrachloroethene	U		0.193	0.699	.66	05/12/2017 15:34	WG979173
Toluene	0.371	J	0.303	3.49	.66	05/12/2017 15:34	WG979173
1,2,3-Trichlorobenzene	U		0.214	0.699	.66	05/12/2017 15:34	WG979173
1,2,4-Trichlorobenzene	U		0.271	0.699	.66	05/12/2017 15:34	WG979173
1,1,1-Trichloroethane	U		0.200	0.699	.66	05/12/2017 15:34	WG979173
1,1,2-Trichloroethane	U		0.194	0.699	.66	05/12/2017 15:34	WG979173
Trichloroethene	U		0.195	0.699	.66	05/12/2017 15:34	WG979173
Trichlorofluoromethane	U		0.267	3.49	.66	05/12/2017 15:34	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.255	0.699	.66	05/12/2017 15:34	WG979173
Vinyl chloride	U		0.203	0.699	.66	05/12/2017 15:34	WG979173
o-Xylene	U		0.256	0.699	.66	05/12/2017 15:34	WG979173
m&p-Xylenes	U		0.232	1.40	.66	05/12/2017 15:34	WG979173
n-Butylbenzene	U		0.180	0.699	.66	05/12/2017 15:34	WG979173
sec-Butylbenzene	U		0.141	0.699	.66	05/12/2017 15:34	WG979173
tert-Butylbenzene	U		0.144	0.699	.66	05/12/2017 15:34	WG979173
1,2,4-Trimethylbenzene	U		0.147	0.699	.66	05/12/2017 15:34	WG979173
1,3,5-Trimethylbenzene	U		0.186	0.699	.66	05/12/2017 15:34	WG979173
n-Propylbenzene	U		0.144	0.699	.66	05/12/2017 15:34	WG979173
p-Isopropyltoluene	U		0.143	0.699	.66	05/12/2017 15:34	WG979173
(S) Toluene-d8	*104*			*80.0-120*		*05/12/2017 15:34*	WG979173
(S) Dibromofluoromethane	*81.7*			*74.0-131*		*05/12/2017 15:34*	WG979173
(S) α,α,α-Trifluorotoluene	*112*			*80.0-120*		*05/12/2017 15:34*	WG979173
(S) 4-Bromofluorobenzene	*88.5*			*64.0-132*		*05/12/2017 15:34*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	182		6.35	63.5	10	05/13/2017 04:55	WG978392
Acenaphthene	77.8		6.35	63.5	10	05/13/2017 04:55	WG978392
Acenaphthylene	U		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(a)anthracene	881		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(a)pyrene	683		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(b)fluoranthene	903		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(g,h,i)perylene	419		6.35	63.5	10	05/13/2017 04:55	WG978392
Benzo(k)fluoranthene	354		6.35	63.5	10	05/13/2017 04:55	WG978392
Chrysene	776		6.35	63.5	10	05/13/2017 04:55	WG978392
Dibenz(a,h)anthracene	146		6.35	63.5	10	05/13/2017 04:55	WG978392
Fluoranthene	1810		6.35	63.5	10	05/13/2017 04:55	WG978392
Fluorene	101		6.35	63.5	10	05/13/2017 04:55	WG978392
Indeno(1,2,3-cd)pyrene	374		6.35	63.5	10	05/13/2017 04:55	WG978392
Naphthalene	123	J	21.2	212	10	05/13/2017 04:55	WG978392
Phenanthrene	667		6.35	63.5	10	05/13/2017 04:55	WG978392
Pyrene	1140		6.35	63.5	10	05/13/2017 04:55	WG978392
1-Methylnaphthalene	30.9	J	21.2	212	10	05/13/2017 04:55	WG978392
2-Methylnaphthalene	39.1	J	21.2	212	10	05/13/2017 04:55	WG978392
2-Chloronaphthalene	U		21.2	212	10	05/13/2017 04:55	WG978392
(S) Nitrobenzene-d5	*80.5*			*14.0-149*		*05/13/2017 04:55*	WG978392
(S) 2-Fluorobiphenyl	*81.3*			*34.0-125*		*05/13/2017 04:55*	WG978392
(S) p-Terphenyl-d14	*76.6*			*23.0-120*		*05/13/2017 04:55*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	93.9		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	55.4		2.98	21.3	1	05/10/2017 15:39	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	6880		692	2130	1	05/10/2017 20:32	WG977515
Barium	46600		181	533	1	05/10/2017 20:32	WG977515
Cadmium	U		74.6	533	1	05/10/2017 20:32	WG977515
Chromium	20700		149	1070	1	05/10/2017 20:32	WG977515
Lead	26200		202	533	1	05/10/2017 20:32	WG977515
Selenium	U		788	2130	1	05/10/2017 20:32	WG977515
Silver	U		298	1070	1	05/10/2017 20:32	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		7.99	39.9	.75	05/12/2017 15:53	WG979173
Benzene	0.256	J	0.215	0.799	.75	05/12/2017 15:53	WG979173
Bromochloromethane	U		0.311	0.799	.75	05/12/2017 15:53	WG979173
Bromodichloromethane	U		0.202	0.799	.75	05/12/2017 15:53	WG979173
Bromoform	U		0.339	0.799	.75	05/12/2017 15:53	WG979173
Bromomethane	U		1.07	3.99	.75	05/12/2017 15:53	WG979173
Carbon disulfide	0.744	J	0.177	0.799	.75	05/12/2017 15:53	WG979173
Carbon tetrachloride	U		0.262	0.799	.75	05/12/2017 15:53	WG979173
Chlorobenzene	U		0.169	0.799	.75	05/12/2017 15:53	WG979173
Chlorodibromomethane	U		0.298	0.799	.75	05/12/2017 15:53	WG979173
Chloroethane	U		0.756	3.99	.75	05/12/2017 15:53	WG979173
Chloroform	U		0.183	3.99	.75	05/12/2017 15:53	WG979173
Chloromethane	U		0.299	2.00	.75	05/12/2017 15:53	WG979173
Cyclohexane	U		0.279	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dibromo-3-Chloropropane	U		0.839	3.99	.75	05/12/2017 15:53	WG979173
1,2-Dibromoethane	U		0.274	0.799	.75	05/12/2017 15:53	WG979173
Dichlorodifluoromethane	U		0.570	3.99	.75	05/12/2017 15:53	WG979173
1,1-Dichloroethane	U		0.159	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dichloroethane	U		0.212	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dichlorobenzene	U		0.244	0.799	.75	05/12/2017 15:53	WG979173
1,3-Dichlorobenzene	U		0.191	0.799	.75	05/12/2017 15:53	WG979173
1,4-Dichlorobenzene	U		0.181	0.799	.75	05/12/2017 15:53	WG979173
1,1-Dichloroethene	U		0.242	0.799	.75	05/12/2017 15:53	WG979173
cis-1,2-Dichloroethene	U		0.187	0.799	.75	05/12/2017 15:53	WG979173
trans-1,2-Dichloroethene	U		0.211	0.799	.75	05/12/2017 15:53	WG979173
1,2-Dichloropropane	U		0.285	0.799	.75	05/12/2017 15:53	WG979173
cis-1,3-Dichloropropene	U		0.209	0.799	.75	05/12/2017 15:53	WG979173
trans-1,3-Dichloropropene	U		0.213	0.799	.75	05/12/2017 15:53	WG979173
Ethylbenzene	U		0.238	0.799	.75	05/12/2017 15:53	WG979173
2-Hexanone	U		1.10	7.99	.75	05/12/2017 15:53	WG979173
Isopropylbenzene	U		0.194	7.99	.75	05/12/2017 15:53	WG979173
2-Butanone (MEK)	U		3.74	7.99	.75	05/12/2017 15:53	WG979173
Methyl Acetate	U		4.88	16.0	.75	05/12/2017 15:53	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.304	0.799	.75	05/12/2017 15:53	WG979173
Methylene Chloride	U		0.799	3.99	.75	05/12/2017 15:53	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.50	7.99	.75	05/12/2017 15:53	WG979173
Methyl tert-butyl ether	U		0.169	0.799	.75	05/12/2017 15:53	WG979173
Naphthalene	U		0.799	3.99	.75	05/12/2017 15:53	WG979173
Styrene	U		0.187	0.799	.75	05/12/2017 15:53	WG979173
1,1,2,2-Tetrachloroethane	U		0.292	0.799	.75	05/12/2017 15:53	WG979173
Tetrachloroethene	U		0.220	0.799	.75	05/12/2017 15:53	WG979173
Toluene	U		0.347	3.99	.75	05/12/2017 15:53	WG979173
1,2,3-Trichlorobenzene	U		0.245	0.799	.75	05/12/2017 15:53	WG979173
1,2,4-Trichlorobenzene	U		0.310	0.799	.75	05/12/2017 15:53	WG979173
1,1,1-Trichloroethane	U		0.228	0.799	.75	05/12/2017 15:53	WG979173
1,1,2-Trichloroethane	U		0.222	0.799	.75	05/12/2017 15:53	WG979173
Trichloroethene	U		0.223	0.799	.75	05/12/2017 15:53	WG979173
Trichlorofluoromethane	U		0.305	3.99	.75	05/12/2017 15:53	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.292	0.799	.75	05/12/2017 15:53	WG979173
Vinyl chloride	U		0.232	0.799	.75	05/12/2017 15:53	WG979173
o-Xylene	U		0.292	0.799	.75	05/12/2017 15:53	WG979173
m&p-Xylenes	U		0.265	1.60	.75	05/12/2017 15:53	WG979173
n-Butylbenzene	U		0.207	0.799	.75	05/12/2017 15:53	WG979173
sec-Butylbenzene	U		0.161	0.799	.75	05/12/2017 15:53	WG979173
tert-Butylbenzene	U		0.164	0.799	.75	05/12/2017 15:53	WG979173
1,2,4-Trimethylbenzene	U		0.168	0.799	.75	05/12/2017 15:53	WG979173
1,3,5-Trimethylbenzene	U		0.213	0.799	.75	05/12/2017 15:53	WG979173
n-Propylbenzene	U		0.164	0.799	.75	05/12/2017 15:53	WG979173
p-Isopropyltoluene	U		0.163	0.799	.75	05/12/2017 15:53	WG979173
(S) Toluene-d8	*106*			*80.0-120*		*05/12/2017 15:53*	WG979173
(S) Dibromofluoromethane	*96.1*			*74.0-131*		*05/12/2017 15:53*	WG979173
(S) α,α,α-Trifluorotoluene	*107*			*80.0-120*		*05/12/2017 15:53*	WG979173
(S) 4-Bromofluorobenzene	*94.7*			*64.0-132*		*05/12/2017 15:53*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	32.6		0.639	6.39	1	05/13/2017 03:30	WG978392
Acenaphthene	9.85		0.639	6.39	1	05/13/2017 03:30	WG978392
Acenaphthylene	U		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(a)anthracene	153		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(a)pyrene	145		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(b)fluoranthene	201		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(g,h,i)perylene	120		0.639	6.39	1	05/13/2017 03:30	WG978392
Benzo(k)fluoranthene	61.1		0.639	6.39	1	05/13/2017 03:30	WG978392
Chrysene	152		0.639	6.39	1	05/13/2017 03:30	WG978392
Dibenz(a,h)anthracene	34.6		0.639	6.39	1	05/13/2017 03:30	WG978392
Fluoranthene	345		0.639	6.39	1	05/13/2017 03:30	WG978392
Fluorene	10.6		0.639	6.39	1	05/13/2017 03:30	WG978392
Indeno(1,2,3-cd)pyrene	106		0.639	6.39	1	05/13/2017 03:30	WG978392
Naphthalene	9.32	J	2.13	21.3	1	05/13/2017 03:30	WG978392
Phenanthrene	149		0.639	6.39	1	05/13/2017 03:30	WG978392
Pyrene	215		0.639	6.39	1	05/13/2017 03:30	WG978392
1-Methylnaphthalene	4.16	J	2.13	21.3	1	05/13/2017 03:30	WG978392
2-Methylnaphthalene	5.95	J	2.13	21.3	1	05/13/2017 03:30	WG978392
2-Chloronaphthalene	U		2.13	21.3	1	05/13/2017 03:30	WG978392
(S) Nitrobenzene-d5	*83.8*			*14.0-149*		*05/13/2017 03:30*	WG978392
(S) 2-Fluorobiphenyl	*81.9*			*34.0-125*		*05/13/2017 03:30*	WG978392
(S) p-Terphenyl-d14	*78.1*			*23.0-120*		*05/13/2017 03:30*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	89.7		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	59.8		3.12	22.3	1	05/10/2017 15:42	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4670		725	2230	1	05/10/2017 20:35	WG977515
Barium	45600		190	557	1	05/10/2017 20:35	WG977515
Cadmium	U		78.0	557	1	05/10/2017 20:35	WG977515
Chromium	16500		156	1110	1	05/10/2017 20:35	WG977515
Lead	17400		212	557	1	05/10/2017 20:35	WG977515
Selenium	U		825	2230	1	05/10/2017 20:35	WG977515
Silver	U		312	1110	1	05/10/2017 20:35	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	17.8	J	9.59	47.9	.86	05/12/2017 16:13	WG979173
Benzene	U		0.259	0.959	.86	05/12/2017 16:13	WG979173
Bromochloromethane	U		0.374	0.959	.86	05/12/2017 16:13	WG979173
Bromodichloromethane	U		0.243	0.959	.86	05/12/2017 16:13	WG979173
Bromoform	U		0.407	0.959	.86	05/12/2017 16:13	WG979173
Bromomethane	U		1.28	4.79	.86	05/12/2017 16:13	WG979173
Carbon disulfide	1.13		0.212	0.959	.86	05/12/2017 16:13	WG979173
Carbon tetrachloride	U		0.314	0.959	.86	05/12/2017 16:13	WG979173
Chlorobenzene	U		0.203	0.959	.86	05/12/2017 16:13	WG979173
Chlorodibromomethane	U		0.358	0.959	.86	05/12/2017 16:13	WG979173
Chloroethane	U		0.908	4.79	.86	05/12/2017 16:13	WG979173
Chloroform	U		0.220	4.79	.86	05/12/2017 16:13	WG979173
Chloromethane	U		0.359	2.40	.86	05/12/2017 16:13	WG979173
Cyclohexane	U		0.336	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dibromo-3-Chloropropane	U		1.01	4.79	.86	05/12/2017 16:13	WG979173
1,2-Dibromoethane	U		0.329	0.959	.86	05/12/2017 16:13	WG979173
Dichlorodifluoromethane	U		0.683	4.79	.86	05/12/2017 16:13	WG979173
1,1-Dichloroethane	U		0.191	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dichloroethane	U		0.254	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dichlorobenzene	U		0.292	0.959	.86	05/12/2017 16:13	WG979173
1,3-Dichlorobenzene	U		0.230	0.959	.86	05/12/2017 16:13	WG979173
1,4-Dichlorobenzene	U		0.216	0.959	.86	05/12/2017 16:13	WG979173
1,1-Dichloroethene	U		0.290	0.959	.86	05/12/2017 16:13	WG979173
cis-1,2-Dichloroethene	U		0.225	0.959	.86	05/12/2017 16:13	WG979173
trans-1,2-Dichloroethene	U		0.253	0.959	.86	05/12/2017 16:13	WG979173
1,2-Dichloropropane	U		0.343	0.959	.86	05/12/2017 16:13	WG979173
cis-1,3-Dichloropropene	U		0.251	0.959	.86	05/12/2017 16:13	WG979173
trans-1,3-Dichloropropene	U		0.256	0.959	.86	05/12/2017 16:13	WG979173
Ethylbenzene	U		0.284	0.959	.86	05/12/2017 16:13	WG979173
2-Hexanone	U	J5	1.32	9.59	.86	05/12/2017 16:13	WG979173
Isopropylbenzene	U		0.233	9.59	.86	05/12/2017 16:13	WG979173
2-Butanone (MEK)	6.30	J	4.48	9.59	.86	05/12/2017 16:13	WG979173
Methyl Acetate	U	J5	5.85	19.2	.86	05/12/2017 16:13	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U	J6	0.365	0.959	.86	05/12/2017 16:13	WG979173
Methylene Chloride	U		0.959	4.79	.86	05/12/2017 16:13	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.81	9.59	.86	05/12/2017 16:13	WG979173
Methyl tert-butyl ether	U		0.203	0.959	.86	05/12/2017 16:13	WG979173
Naphthalene	U		0.959	4.79	.86	05/12/2017 16:13	WG979173
Styrene	U		0.224	0.959	.86	05/12/2017 16:13	WG979173
1,1,2,2-Tetrachloroethane	U		0.350	0.959	.86	05/12/2017 16:13	WG979173
Tetrachloroethene	U		0.264	0.959	.86	05/12/2017 16:13	WG979173
Toluene	U		0.416	4.79	.86	05/12/2017 16:13	WG979173
1,2,3-Trichlorobenzene	U		0.293	0.959	.86	05/12/2017 16:13	WG979173
1,2,4-Trichlorobenzene	U		0.372	0.959	.86	05/12/2017 16:13	WG979173
1,1,1-Trichloroethane	U		0.274	0.959	.86	05/12/2017 16:13	WG979173
1,1,2-Trichloroethane	U		0.265	0.959	.86	05/12/2017 16:13	WG979173
Trichloroethene	U		0.268	0.959	.86	05/12/2017 16:13	WG979173
Trichlorofluoromethane	U		0.366	4.79	.86	05/12/2017 16:13	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.350	0.959	.86	05/12/2017 16:13	WG979173
Vinyl chloride	U		0.279	0.959	.86	05/12/2017 16:13	WG979173
o-Xylene	0.360	J	0.351	0.959	.86	05/12/2017 16:13	WG979173
m&p-Xylenes	0.680	J	0.319	1.92	.86	05/12/2017 16:13	WG979173
n-Butylbenzene	U		0.248	0.959	.86	05/12/2017 16:13	WG979173
sec-Butylbenzene	U		0.193	0.959	.86	05/12/2017 16:13	WG979173
tert-Butylbenzene	U		0.197	0.959	.86	05/12/2017 16:13	WG979173
1,2,4-Trimethylbenzene	0.546	J	0.202	0.959	.86	05/12/2017 16:13	WG979173
1,3,5-Trimethylbenzene	0.298	J	0.255	0.959	.86	05/12/2017 16:13	WG979173
n-Propylbenzene	U		0.197	0.959	.86	05/12/2017 16:13	WG979173
p-Isopropyltoluene	U		0.195	0.959	.86	05/12/2017 16:13	WG979173
(S) Toluene-d8	*104*			*80.0-120*		*05/12/2017 16:13*	WG979173
(S) Dibromofluoromethane	*92.4*			*74.0-131*		*05/12/2017 16:13*	WG979173
(S) α,α,α-Trifluorotoluene	*107*			*80.0-120*		*05/12/2017 16:13*	WG979173
(S) 4-Bromofluorobenzene	*94.2*			*64.0-132*		*05/12/2017 16:13*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	13.1		0.669	6.69	1	05/12/2017 22:14	WG978392
Acenaphthene	7.46		0.669	6.69	1	05/12/2017 22:14	WG978392
Acenaphthylene	2.82	J	0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(a)anthracene	54.6		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(a)pyrene	41.5		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(b)fluoranthene	64.9		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(g,h,i)perylene	29.6		0.669	6.69	1	05/12/2017 22:14	WG978392
Benzo(k)fluoranthene	21.9		0.669	6.69	1	05/12/2017 22:14	WG978392
Chrysene	58.2		0.669	6.69	1	05/12/2017 22:14	WG978392
Dibenz(a,h)anthracene	9.36		0.669	6.69	1	05/12/2017 22:14	WG978392
Fluoranthene	104		0.669	6.69	1	05/12/2017 22:14	WG978392
Fluorene	7.52		0.669	6.69	1	05/12/2017 22:14	WG978392
Indeno(1,2,3-cd)pyrene	24.4		0.669	6.69	1	05/12/2017 22:14	WG978392
Naphthalene	4.45	J	2.23	22.3	1	05/12/2017 22:14	WG978392
Phenanthrene	49.4		0.669	6.69	1	05/12/2017 22:14	WG978392
Pyrene	75.2		0.669	6.69	1	05/12/2017 22:14	WG978392
1-Methylnaphthalene	3.65	J	2.23	22.3	1	05/12/2017 22:14	WG978392
2-Methylnaphthalene	3.38	J	2.23	22.3	1	05/12/2017 22:14	WG978392
2-Chloronaphthalene	U		2.23	22.3	1	05/12/2017 22:14	WG978392
(S) Nitrobenzene-d5	*83.5*			*14.0-149*		*05/12/2017 22:14*	WG978392
(S) 2-Fluorobiphenyl	*77.0*			*34.0-125*		*05/12/2017 22:14*	WG978392
(S) p-Terphenyl-d14	*82.0*			*23.0-120*		*05/12/2017 22:14*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	97.1		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	15.6	J	2.88	20.6	1	05/10/2017 15:52	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4020		669	2060	1	05/10/2017 20:38	WG977515
Barium	70100		175	515	1	05/10/2017 20:38	WG977515
Cadmium	U		72.1	515	1	05/10/2017 20:38	WG977515
Chromium	10100		144	1030	1	05/10/2017 20:38	WG977515
Lead	8090		196	515	1	05/10/2017 20:38	WG977515
Selenium	U		762	2060	1	05/10/2017 20:38	WG977515
Silver	U		288	1030	1	05/10/2017 20:38	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		8.03	40.2	.78	05/12/2017 16:33	WG979173
Benzene	0.245	J	0.217	0.803	.78	05/12/2017 16:33	WG979173
Bromochloromethane	U		0.313	0.803	.78	05/12/2017 16:33	WG979173
Bromodichloromethane	U		0.204	0.803	.78	05/12/2017 16:33	WG979173
Bromoform	U		0.341	0.803	.78	05/12/2017 16:33	WG979173
Bromomethane	U		1.07	4.02	.78	05/12/2017 16:33	WG979173
Carbon disulfide	0.391	J	0.177	0.803	.78	05/12/2017 16:33	WG979173
Carbon tetrachloride	U		0.264	0.803	.78	05/12/2017 16:33	WG979173
Chlorobenzene	U		0.170	0.803	.78	05/12/2017 16:33	WG979173
Chlorodibromomethane	U		0.300	0.803	.78	05/12/2017 16:33	WG979173
Chloroethane	U		0.760	4.02	.78	05/12/2017 16:33	WG979173
Chloroform	U		0.184	4.02	.78	05/12/2017 16:33	WG979173
Chloromethane	U		0.301	2.01	.78	05/12/2017 16:33	WG979173
Cyclohexane	0.344	J	0.281	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dibromo-3-Chloropropane	U		0.843	4.02	.78	05/12/2017 16:33	WG979173
1,2-Dibromoethane	U		0.276	0.803	.78	05/12/2017 16:33	WG979173
Dichlorodifluoromethane	U		0.572	4.02	.78	05/12/2017 16:33	WG979173
1,1-Dichloroethane	U		0.160	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dichloroethane	U		0.213	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dichlorobenzene	U		0.245	0.803	.78	05/12/2017 16:33	WG979173
1,3-Dichlorobenzene	U		0.192	0.803	.78	05/12/2017 16:33	WG979173
1,4-Dichlorobenzene	U		0.181	0.803	.78	05/12/2017 16:33	WG979173
1,1-Dichloroethene	U		0.243	0.803	.78	05/12/2017 16:33	WG979173
cis-1,2-Dichloroethene	U		0.188	0.803	.78	05/12/2017 16:33	WG979173
trans-1,2-Dichloroethene	U		0.212	0.803	.78	05/12/2017 16:33	WG979173
1,2-Dichloropropane	U		0.287	0.803	.78	05/12/2017 16:33	WG979173
cis-1,3-Dichloropropene	U		0.210	0.803	.78	05/12/2017 16:33	WG979173
trans-1,3-Dichloropropene	U		0.214	0.803	.78	05/12/2017 16:33	WG979173
Ethylbenzene	U		0.239	0.803	.78	05/12/2017 16:33	WG979173
2-Hexanone	U		1.10	8.03	.78	05/12/2017 16:33	WG979173
Isopropylbenzene	U		0.196	8.03	.78	05/12/2017 16:33	WG979173
2-Butanone (MEK)	U		3.76	8.03	.78	05/12/2017 16:33	WG979173
Methyl Acetate	U		4.90	16.1	.78	05/12/2017 16:33	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.587	J	0.305	0.803	.78	05/12/2017 16:33	WG979173
Methylene Chloride	U		0.803	4.02	.78	05/12/2017 16:33	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.51	8.03	.78	05/12/2017 16:33	WG979173
Methyl tert-butyl ether	U		0.170	0.803	.78	05/12/2017 16:33	WG979173
Naphthalene	U		0.803	4.02	.78	05/12/2017 16:33	WG979173
Styrene	U		0.187	0.803	.78	05/12/2017 16:33	WG979173
1,1,2,2-Tetrachloroethane	U		0.293	0.803	.78	05/12/2017 16:33	WG979173
Tetrachloroethene	U		0.221	0.803	.78	05/12/2017 16:33	WG979173
Toluene	U		0.348	4.02	.78	05/12/2017 16:33	WG979173
1,2,3-Trichlorobenzene	U		0.246	0.803	.78	05/12/2017 16:33	WG979173
1,2,4-Trichlorobenzene	U		0.312	0.803	.78	05/12/2017 16:33	WG979173
1,1,1-Trichloroethane	U		0.230	0.803	.78	05/12/2017 16:33	WG979173
1,1,2-Trichloroethane	U		0.222	0.803	.78	05/12/2017 16:33	WG979173
Trichloroethene	U		0.224	0.803	.78	05/12/2017 16:33	WG979173
Trichlorofluoromethane	U		0.307	4.02	.78	05/12/2017 16:33	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.293	0.803	.78	05/12/2017 16:33	WG979173
Vinyl chloride	U		0.234	0.803	.78	05/12/2017 16:33	WG979173
o-Xylene	U		0.293	0.803	.78	05/12/2017 16:33	WG979173
m&p-Xylenes	U		0.267	1.61	.78	05/12/2017 16:33	WG979173
n-Butylbenzene	U		0.207	0.803	.78	05/12/2017 16:33	WG979173
sec-Butylbenzene	U		0.162	0.803	.78	05/12/2017 16:33	WG979173
tert-Butylbenzene	U		0.166	0.803	.78	05/12/2017 16:33	WG979173
1,2,4-Trimethylbenzene	U		0.169	0.803	.78	05/12/2017 16:33	WG979173
1,3,5-Trimethylbenzene	U		0.213	0.803	.78	05/12/2017 16:33	WG979173
n-Propylbenzene	U		0.166	0.803	.78	05/12/2017 16:33	WG979173
p-Isopropyltoluene	U		0.164	0.803	.78	05/12/2017 16:33	WG979173
(S) Toluene-d8	*106*			*80.0-120*		*05/12/2017 16:33*	WG979173
(S) Dibromofluoromethane	*93.9*			*74.0-131*		*05/12/2017 16:33*	WG979173
(S) α,α,α-Trifluorotoluene	*109*			*80.0-120*		*05/12/2017 16:33*	WG979173
(S) 4-Bromofluorobenzene	*92.0*			*64.0-132*		*05/12/2017 16:33*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	4.08	J	0.618	6.18	1	05/12/2017 22:35	WG978392
Acenaphthene	0.928	J	0.618	6.18	1	05/12/2017 22:35	WG978392
Acenaphthylene	U		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(a)anthracene	34.4		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(a)pyrene	42.3		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(b)fluoranthene	59.9		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(g,h,i)perylene	42.7		0.618	6.18	1	05/12/2017 22:35	WG978392
Benzo(k)fluoranthene	21.9		0.618	6.18	1	05/12/2017 22:35	WG978392
Chrysene	38.2		0.618	6.18	1	05/12/2017 22:35	WG978392
Dibenz(a,h)anthracene	11.0		0.618	6.18	1	05/12/2017 22:35	WG978392
Fluoranthene	64.4		0.618	6.18	1	05/12/2017 22:35	WG978392
Fluorene	0.953	J	0.618	6.18	1	05/12/2017 22:35	WG978392
Indeno(1,2,3-cd)pyrene	35.1		0.618	6.18	1	05/12/2017 22:35	WG978392
Naphthalene	5.20	J	2.06	20.6	1	05/12/2017 22:35	WG978392
Phenanthrene	16.4		0.618	6.18	1	05/12/2017 22:35	WG978392
Pyrene	45.4		0.618	6.18	1	05/12/2017 22:35	WG978392
1-Methylnaphthalene	U		2.06	20.6	1	05/12/2017 22:35	WG978392
2-Methylnaphthalene	U		2.06	20.6	1	05/12/2017 22:35	WG978392
2-Chloronaphthalene	U		2.06	20.6	1	05/12/2017 22:35	WG978392
(S) Nitrobenzene-d5	*87.5*			*14.0-149*		*05/12/2017 22:35*	WG978392
(S) 2-Fluorobiphenyl	*82.1*			*34.0-125*		*05/12/2017 22:35*	WG978392
(S) p-Terphenyl-d14	*78.4*			*23.0-120*		*05/12/2017 22:35*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	92.7		1	05/09/2017 15:04	WG977906

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	41.0		3.02	21.6	1	05/10/2017 15:55	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4300		701	2160	1	05/10/2017 20:42	WG977515
Barium	98400		183	539	1	05/10/2017 20:42	WG977515
Cadmium	U		75.5	539	1	05/10/2017 20:42	WG977515
Chromium	13900		151	1080	1	05/10/2017 20:42	WG977515
Lead	168000		205	539	1	05/10/2017 20:42	WG977515
Selenium	U		798	2160	1	05/10/2017 20:42	WG977515
Silver	U		302	1080	1	05/10/2017 20:42	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		11.5	57.7	1.07	05/12/2017 16:53	WG979173
Benzene	U		0.312	1.15	1.07	05/12/2017 16:53	WG979173
Bromochloromethane	U		0.450	1.15	1.07	05/12/2017 16:53	WG979173
Bromodichloromethane	U		0.293	1.15	1.07	05/12/2017 16:53	WG979173
Bromoform	U		0.490	1.15	1.07	05/12/2017 16:53	WG979173
Bromomethane	U		1.54	5.77	1.07	05/12/2017 16:53	WG979173
Carbon disulfide	1.08	J	0.254	1.15	1.07	05/12/2017 16:53	WG979173
Carbon tetrachloride	U		0.378	1.15	1.07	05/12/2017 16:53	WG979173
Chlorobenzene	U		0.245	1.15	1.07	05/12/2017 16:53	WG979173
Chlorodibromomethane	U		0.430	1.15	1.07	05/12/2017 16:53	WG979173
Chloroethane	U		1.09	5.77	1.07	05/12/2017 16:53	WG979173
Chloroform	U		0.264	5.77	1.07	05/12/2017 16:53	WG979173
Chloromethane	U		0.432	2.88	1.07	05/12/2017 16:53	WG979173
Cyclohexane	U		0.403	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dibromo-3-Chloropropane	U		1.21	5.77	1.07	05/12/2017 16:53	WG979173
1,2-Dibromoethane	U		0.396	1.15	1.07	05/12/2017 16:53	WG979173
Dichlorodifluoromethane	U		0.823	5.77	1.07	05/12/2017 16:53	WG979173
1,1-Dichloroethane	U		0.230	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dichloroethane	U		0.306	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dichlorobenzene	U		0.352	1.15	1.07	05/12/2017 16:53	WG979173
1,3-Dichlorobenzene	U		0.276	1.15	1.07	05/12/2017 16:53	WG979173
1,4-Dichlorobenzene	U		0.261	1.15	1.07	05/12/2017 16:53	WG979173
1,1-Dichloroethene	U		0.349	1.15	1.07	05/12/2017 16:53	WG979173
cis-1,2-Dichloroethene	U		0.271	1.15	1.07	05/12/2017 16:53	WG979173
trans-1,2-Dichloroethene	U		0.304	1.15	1.07	05/12/2017 16:53	WG979173
1,2-Dichloropropane	U		0.413	1.15	1.07	05/12/2017 16:53	WG979173
cis-1,3-Dichloropropene	U		0.302	1.15	1.07	05/12/2017 16:53	WG979173
trans-1,3-Dichloropropene	U		0.308	1.15	1.07	05/12/2017 16:53	WG979173
Ethylbenzene	U		0.343	1.15	1.07	05/12/2017 16:53	WG979173
2-Hexanone	U		1.57	11.5	1.07	05/12/2017 16:53	WG979173
Isopropylbenzene	U		0.280	11.5	1.07	05/12/2017 16:53	WG979173
2-Butanone (MEK)	U		5.40	11.5	1.07	05/12/2017 16:53	WG979173
Methyl Acetate	U		7.04	23.1	1.07	05/12/2017 16:53	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.439	1.15	1.07	05/12/2017 16:53	WG979173
Methylene Chloride	U		1.15	5.77	1.07	05/12/2017 16:53	WG979173
4-Methyl-2-pentanone (MIBK)	U		2.17	11.5	1.07	05/12/2017 16:53	WG979173
Methyl tert-butyl ether	U		0.245	1.15	1.07	05/12/2017 16:53	WG979173
Naphthalene	U		1.15	5.77	1.07	05/12/2017 16:53	WG979173
Styrene	U		0.270	1.15	1.07	05/12/2017 16:53	WG979173
1,1,2,2-Tetrachloroethane	U		0.421	1.15	1.07	05/12/2017 16:53	WG979173
Tetrachloroethene	U		0.318	1.15	1.07	05/12/2017 16:53	WG979173
Toluene	0.726	J	0.500	5.77	1.07	05/12/2017 16:53	WG979173
1,2,3-Trichlorobenzene	U		0.353	1.15	1.07	05/12/2017 16:53	WG979173
1,2,4-Trichlorobenzene	U		0.447	1.15	1.07	05/12/2017 16:53	WG979173
1,1,1-Trichloroethane	U		0.330	1.15	1.07	05/12/2017 16:53	WG979173
1,1,2-Trichloroethane	U		0.319	1.15	1.07	05/12/2017 16:53	WG979173
Trichloroethene	U		0.321	1.15	1.07	05/12/2017 16:53	WG979173
Trichlorofluoromethane	U		0.441	5.77	1.07	05/12/2017 16:53	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.421	1.15	1.07	05/12/2017 16:53	WG979173
Vinyl chloride	U		0.335	1.15	1.07	05/12/2017 16:53	WG979173
o-Xylene	U		0.423	1.15	1.07	05/12/2017 16:53	WG979173
m&p-Xylenes	0.550	J	0.383	2.31	1.07	05/12/2017 16:53	WG979173
n-Butylbenzene	U		0.298	1.15	1.07	05/12/2017 16:53	WG979173
sec-Butylbenzene	U		0.232	1.15	1.07	05/12/2017 16:53	WG979173
tert-Butylbenzene	U		0.237	1.15	1.07	05/12/2017 16:53	WG979173
1,2,4-Trimethylbenzene	U		0.244	1.15	1.07	05/12/2017 16:53	WG979173
1,3,5-Trimethylbenzene	U		0.307	1.15	1.07	05/12/2017 16:53	WG979173
n-Propylbenzene	U		0.237	1.15	1.07	05/12/2017 16:53	WG979173
p-Isopropyltoluene	U		0.235	1.15	1.07	05/12/2017 16:53	WG979173
(S) Toluene-d8	*105*			*80.0-120*		*05/12/2017 16:53*	WG979173
(S) Dibromofluoromethane	*93.2*			*74.0-131*		*05/12/2017 16:53*	WG979173
(S) α,α,α-Trifluorotoluene	*107*			*80.0-120*		*05/12/2017 16:53*	WG979173
(S) 4-Bromofluorobenzene	*95.3*			*64.0-132*		*05/12/2017 16:53*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	3.55	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Acenaphthene	1.57	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Acenaphthylene	U		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(a)anthracene	13.4		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(a)pyrene	11.4		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(b)fluoranthene	16.5		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(g,h,i)perylene	10.0		0.647	6.47	1	05/12/2017 22:56	WG978392
Benzo(k)fluoranthene	6.10	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Chrysene	14.8		0.647	6.47	1	05/12/2017 22:56	WG978392
Dibenz(a,h)anthracene	2.89	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Fluoranthene	27.8		0.647	6.47	1	05/12/2017 22:56	WG978392
Fluorene	1.93	J	0.647	6.47	1	05/12/2017 22:56	WG978392
Indeno(1,2,3-cd)pyrene	8.10		0.647	6.47	1	05/12/2017 22:56	WG978392
Naphthalene	6.63	J	2.16	21.6	1	05/12/2017 22:56	WG978392
Phenanthrene	17.8		0.647	6.47	1	05/12/2017 22:56	WG978392
Pyrene	21.8		0.647	6.47	1	05/12/2017 22:56	WG978392
1-Methylnaphthalene	3.39	J	2.16	21.6	1	05/12/2017 22:56	WG978392
2-Methylnaphthalene	6.56	J	2.16	21.6	1	05/12/2017 22:56	WG978392
2-Chloronaphthalene	U		2.16	21.6	1	05/12/2017 22:56	WG978392
(S) Nitrobenzene-d5	*87.2*			*14.0-149*		*05/12/2017 22:56*	WG978392
(S) 2-Fluorobiphenyl	*84.5*			*34.0-125*		*05/12/2017 22:56*	WG978392
(S) p-Terphenyl-d14	*82.8*			*23.0-120*		*05/12/2017 22:56*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	94.9		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	8.78	J	2.95	21.1	1	05/10/2017 15:57	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	7780		685	2110	1	05/10/2017 20:45	WG977515
Barium	59600		179	527	1	05/10/2017 20:45	WG977515
Cadmium	162	J	73.8	527	1	05/10/2017 20:45	WG977515
Chromium	34500		148	1050	1	05/10/2017 20:45	WG977515
Lead	43200		200	527	1	05/10/2017 20:45	WG977515
Selenium	U		780	2110	1	05/10/2017 20:45	WG977515
Silver	U		295	1050	1	05/10/2017 20:45	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	25.3	J	9.59	48.0	.91	05/12/2017 17:13	WG979173
Benzene	U		0.259	0.959	.91	05/12/2017 17:13	WG979173
Bromochloromethane	U		0.374	0.959	.91	05/12/2017 17:13	WG979173
Bromodichloromethane	U		0.244	0.959	.91	05/12/2017 17:13	WG979173
Bromoform	U		0.407	0.959	.91	05/12/2017 17:13	WG979173
Bromomethane	U		1.29	4.80	.91	05/12/2017 17:13	WG979173
Carbon disulfide	1.78		0.212	0.959	.91	05/12/2017 17:13	WG979173
Carbon tetrachloride	U		0.314	0.959	.91	05/12/2017 17:13	WG979173
Chlorobenzene	U		0.203	0.959	.91	05/12/2017 17:13	WG979173
Chlorodibromomethane	U		0.357	0.959	.91	05/12/2017 17:13	WG979173
Chloroethane	U		0.908	4.80	.91	05/12/2017 17:13	WG979173
Chloroform	U		0.219	4.80	.91	05/12/2017 17:13	WG979173
Chloromethane	U		0.359	2.40	.91	05/12/2017 17:13	WG979173
Cyclohexane	U		0.335	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dibromo-3-Chloropropane	U		1.01	4.80	.91	05/12/2017 17:13	WG979173
1,2-Dibromoethane	U		0.329	0.959	.91	05/12/2017 17:13	WG979173
Dichlorodifluoromethane	U		0.684	4.80	.91	05/12/2017 17:13	WG979173
1,1-Dichloroethane	U		0.191	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dichloroethane	U		0.254	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dichlorobenzene	U		0.293	0.959	.91	05/12/2017 17:13	WG979173
1,3-Dichlorobenzene	U		0.229	0.959	.91	05/12/2017 17:13	WG979173
1,4-Dichlorobenzene	U		0.217	0.959	.91	05/12/2017 17:13	WG979173
1,1-Dichloroethene	U		0.291	0.959	.91	05/12/2017 17:13	WG979173
cis-1,2-Dichloroethene	U		0.226	0.959	.91	05/12/2017 17:13	WG979173
trans-1,2-Dichloroethene	U		0.253	0.959	.91	05/12/2017 17:13	WG979173
1,2-Dichloropropane	U		0.344	0.959	.91	05/12/2017 17:13	WG979173
cis-1,3-Dichloropropene	U		0.251	0.959	.91	05/12/2017 17:13	WG979173
trans-1,3-Dichloropropene	U		0.256	0.959	.91	05/12/2017 17:13	WG979173
Ethylbenzene	U		0.285	0.959	.91	05/12/2017 17:13	WG979173
2-Hexanone	U		1.32	9.59	.91	05/12/2017 17:13	WG979173
Isopropylbenzene	U		0.233	9.59	.91	05/12/2017 17:13	WG979173
2-Butanone (MEK)	U		4.49	9.59	.91	05/12/2017 17:13	WG979173
Methyl Acetate	U		5.85	19.2	.91	05/12/2017 17:13	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.365	0.959	.91	05/12/2017 17:13	WG979173
Methylene Chloride	U		0.959	4.80	.91	05/12/2017 17:13	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.80	9.59	.91	05/12/2017 17:13	WG979173
Methyl tert-butyl ether	U		0.203	0.959	.91	05/12/2017 17:13	WG979173
Naphthalene	2.67	J	0.959	4.80	.91	05/12/2017 17:13	WG979173
Styrene	U		0.225	0.959	.91	05/12/2017 17:13	WG979173
1,1,2,2-Tetrachloroethane	U		0.350	0.959	.91	05/12/2017 17:13	WG979173
Tetrachloroethene	U		0.265	0.959	.91	05/12/2017 17:13	WG979173
Toluene	0.558	J	0.416	4.80	.91	05/12/2017 17:13	WG979173
1,2,3-Trichlorobenzene	U		0.293	0.959	.91	05/12/2017 17:13	WG979173
1,2,4-Trichlorobenzene	U		0.372	0.959	.91	05/12/2017 17:13	WG979173
1,1,1-Trichloroethane	U		0.274	0.959	.91	05/12/2017 17:13	WG979173
1,1,2-Trichloroethane	U		0.266	0.959	.91	05/12/2017 17:13	WG979173
Trichloroethene	U		0.268	0.959	.91	05/12/2017 17:13	WG979173
Trichlorofluoromethane	U		0.367	4.80	.91	05/12/2017 17:13	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.350	0.959	.91	05/12/2017 17:13	WG979173
Vinyl chloride	U		0.279	0.959	.91	05/12/2017 17:13	WG979173
o-Xylene	U		0.351	0.959	.91	05/12/2017 17:13	WG979173
m&p-Xylenes	0.370	J	0.318	1.92	.91	05/12/2017 17:13	WG979173
n-Butylbenzene	U		0.248	0.959	.91	05/12/2017 17:13	WG979173
sec-Butylbenzene	0.209	J	0.193	0.959	.91	05/12/2017 17:13	WG979173
tert-Butylbenzene	U		0.197	0.959	.91	05/12/2017 17:13	WG979173
1,2,4-Trimethylbenzene	0.299	J	0.202	0.959	.91	05/12/2017 17:13	WG979173
1,3,5-Trimethylbenzene	U		0.255	0.959	.91	05/12/2017 17:13	WG979173
n-Propylbenzene	U		0.197	0.959	.91	05/12/2017 17:13	WG979173
p-Isopropyltoluene	U		0.196	0.959	.91	05/12/2017 17:13	WG979173
(S) Toluene-d8	*106*			*80.0-120*		*05/12/2017 17:13*	WG979173
(S) Dibromofluoromethane	*94.2*			*74.0-131*		*05/12/2017 17:13*	WG979173
(S) α,α,α-Trifluorotoluene	*107*			*80.0-120*		*05/12/2017 17:13*	WG979173
(S) 4-Bromofluorobenzene	*95.9*			*64.0-132*		*05/12/2017 17:13*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	2.22	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Acenaphthene	3.57	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Acenaphthylene	2.43	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(a)anthracene	15.3		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(a)pyrene	9.31		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(b)fluoranthene	31.7		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(g,h,i)perylene	18.5		0.632	6.32	1	05/13/2017 01:45	WG978392
Benzo(k)fluoranthene	9.23		0.632	6.32	1	05/13/2017 01:45	WG978392
Chrysene	58.4		0.632	6.32	1	05/13/2017 01:45	WG978392
Dibenz(a,h)anthracene	2.76	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Fluoranthene	109		0.632	6.32	1	05/13/2017 01:45	WG978392
Fluorene	2.27	J	0.632	6.32	1	05/13/2017 01:45	WG978392
Indeno(1,2,3-cd)pyrene	7.53		0.632	6.32	1	05/13/2017 01:45	WG978392
Naphthalene	29.8		2.11	21.1	1	05/13/2017 01:45	WG978392
Phenanthrene	44.5		0.632	6.32	1	05/13/2017 01:45	WG978392
Pyrene	64.6		0.632	6.32	1	05/13/2017 01:45	WG978392
1-Methylnaphthalene	52.8		2.11	21.1	1	05/13/2017 01:45	WG978392
2-Methylnaphthalene	46.3		2.11	21.1	1	05/13/2017 01:45	WG978392
2-Chloronaphthalene	U		2.11	21.1	1	05/13/2017 01:45	WG978392
(S) Nitrobenzene-d5	*63.6*			*14.0-149*		*05/13/2017 01:45*	WG978392
(S) 2-Fluorobiphenyl	*65.7*			*34.0-125*		*05/13/2017 01:45*	WG978392
(S) p-Terphenyl-d14	*50.1*			*23.0-120*		*05/13/2017 01:45*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	97.9		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	13.0	J	2.86	20.4	1	05/10/2017 16:00	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4080		664	2040	1	05/10/2017 20:48	WG977515
Barium	128000		174	511	1	05/10/2017 20:48	WG977515
Cadmium	U		71.5	511	1	05/10/2017 20:48	WG977515
Chromium	9310		143	1020	1	05/10/2017 20:48	WG977515
Lead	6390		194	511	1	05/10/2017 20:48	WG977515
Selenium	934	J	756	2040	1	05/10/2017 20:48	WG977515
Silver	U		286	1020	1	05/10/2017 20:48	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		6.03	30.1	.59	05/12/2017 17:32	WG979173
Benzene	0.255	J	0.162	0.603	.59	05/12/2017 17:32	WG979173
Bromochloromethane	U		0.235	0.603	.59	05/12/2017 17:32	WG979173
Bromodichloromethane	U		0.153	0.603	.59	05/12/2017 17:32	WG979173
Bromoform	U		0.255	0.603	.59	05/12/2017 17:32	WG979173
Bromomethane	U		0.808	3.01	.59	05/12/2017 17:32	WG979173
Carbon disulfide	0.394	J	0.133	0.603	.59	05/12/2017 17:32	WG979173
Carbon tetrachloride	U		0.198	0.603	.59	05/12/2017 17:32	WG979173
Chlorobenzene	U		0.128	0.603	.59	05/12/2017 17:32	WG979173
Chlorodibromomethane	U		0.225	0.603	.59	05/12/2017 17:32	WG979173
Chloroethane	U		0.570	3.01	.59	05/12/2017 17:32	WG979173
Chloroform	U		0.138	3.01	.59	05/12/2017 17:32	WG979173
Chloromethane	U		0.226	1.51	.59	05/12/2017 17:32	WG979173
Cyclohexane	0.431	J	0.210	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dibromo-3-Chloropropane	U		0.633	3.01	.59	05/12/2017 17:32	WG979173
1,2-Dibromoethane	U		0.206	0.603	.59	05/12/2017 17:32	WG979173
Dichlorodifluoromethane	U		0.430	3.01	.59	05/12/2017 17:32	WG979173
1,1-Dichloroethane	U		0.120	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dichloroethane	U		0.159	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dichlorobenzene	U		0.184	0.603	.59	05/12/2017 17:32	WG979173
1,3-Dichlorobenzene	U		0.144	0.603	.59	05/12/2017 17:32	WG979173
1,4-Dichlorobenzene	U		0.136	0.603	.59	05/12/2017 17:32	WG979173
1,1-Dichloroethene	U		0.183	0.603	.59	05/12/2017 17:32	WG979173
cis-1,2-Dichloroethene	U		0.142	0.603	.59	05/12/2017 17:32	WG979173
trans-1,2-Dichloroethene	U		0.159	0.603	.59	05/12/2017 17:32	WG979173
1,2-Dichloropropane	U		0.216	0.603	.59	05/12/2017 17:32	WG979173
cis-1,3-Dichloropropene	U		0.157	0.603	.59	05/12/2017 17:32	WG979173
trans-1,3-Dichloropropene	U		0.161	0.603	.59	05/12/2017 17:32	WG979173
Ethylbenzene	U		0.179	0.603	.59	05/12/2017 17:32	WG979173
2-Hexanone	U		0.826	6.03	.59	05/12/2017 17:32	WG979173
Isopropylbenzene	U		0.146	6.03	.59	05/12/2017 17:32	WG979173
2-Butanone (MEK)	U		2.82	6.03	.59	05/12/2017 17:32	WG979173
Methyl Acetate	U		3.68	12.1	.59	05/12/2017 17:32	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.804		0.229	0.603	.59	05/12/2017 17:32	WG979173
Methylene Chloride	U		0.603	3.01	.59	05/12/2017 17:32	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.13	6.03	.59	05/12/2017 17:32	WG979173
Methyl tert-butyl ether	U		0.128	0.603	.59	05/12/2017 17:32	WG979173
Naphthalene	U		0.603	3.01	.59	05/12/2017 17:32	WG979173
Styrene	U		0.141	0.603	.59	05/12/2017 17:32	WG979173
1,1,2,2-Tetrachloroethane	U		0.220	0.603	.59	05/12/2017 17:32	WG979173
Tetrachloroethene	U		0.167	0.603	.59	05/12/2017 17:32	WG979173
Toluene	0.335	J	0.262	3.01	.59	05/12/2017 17:32	WG979173
1,2,3-Trichlorobenzene	U		0.184	0.603	.59	05/12/2017 17:32	WG979173
1,2,4-Trichlorobenzene	U		0.234	0.603	.59	05/12/2017 17:32	WG979173
1,1,1-Trichloroethane	U		0.173	0.603	.59	05/12/2017 17:32	WG979173
1,1,2-Trichloroethane	U		0.167	0.603	.59	05/12/2017 17:32	WG979173
Trichloroethene	U		0.169	0.603	.59	05/12/2017 17:32	WG979173
Trichlorofluoromethane	U		0.230	3.01	.59	05/12/2017 17:32	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.220	0.603	.59	05/12/2017 17:32	WG979173
Vinyl chloride	U		0.176	0.603	.59	05/12/2017 17:32	WG979173
o-Xylene	U		0.221	0.603	.59	05/12/2017 17:32	WG979173
m&p-Xylenes	U		0.200	1.21	.59	05/12/2017 17:32	WG979173
n-Butylbenzene	U		0.155	0.603	.59	05/12/2017 17:32	WG979173
sec-Butylbenzene	U		0.121	0.603	.59	05/12/2017 17:32	WG979173
tert-Butylbenzene	U		0.125	0.603	.59	05/12/2017 17:32	WG979173
1,2,4-Trimethylbenzene	U		0.127	0.603	.59	05/12/2017 17:32	WG979173
1,3,5-Trimethylbenzene	U		0.160	0.603	.59	05/12/2017 17:32	WG979173
n-Propylbenzene	U		0.125	0.603	.59	05/12/2017 17:32	WG979173
p-Isopropyltoluene	U		0.123	0.603	.59	05/12/2017 17:32	WG979173
(S) Toluene-d8	*105*			*80.0-120*		*05/12/2017 17:32*	WG979173
(S) Dibromofluoromethane	*93.8*			*74.0-131*		*05/12/2017 17:32*	WG979173
(S) α,α,α-Trifluorotoluene	*106*			*80.0-120*		*05/12/2017 17:32*	WG979173
(S) 4-Bromofluorobenzene	*93.0*			*64.0-132*		*05/12/2017 17:32*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Acenaphthene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Acenaphthylene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(a)anthracene	1.48	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(a)pyrene	1.21	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(b)fluoranthene	1.90	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(g,h,i)perylene	1.07	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Benzo(k)fluoranthene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Chrysene	1.21	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Dibenz(a,h)anthracene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Fluoranthene	2.80	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Fluorene	U		0.613	6.13	1	05/12/2017 23:17	WG978392
Indeno(1,2,3-cd)pyrene	0.813	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Naphthalene	3.76	J	2.04	20.4	1	05/12/2017 23:17	WG978392
Phenanthrene	2.22	J	0.613	6.13	1	05/12/2017 23:17	WG978392
Pyrene	2.24	J	0.613	6.13	1	05/12/2017 23:17	WG978392
1-Methylnaphthalene	U		2.04	20.4	1	05/12/2017 23:17	WG978392
2-Methylnaphthalene	U		2.04	20.4	1	05/12/2017 23:17	WG978392
2-Chloronaphthalene	U		2.04	20.4	1	05/12/2017 23:17	WG978392
(S) Nitrobenzene-d5	*88.2*			*14.0-149*		*05/12/2017 23:17*	WG978392
(S) 2-Fluorobiphenyl	*82.9*			*34.0-125*		*05/12/2017 23:17*	WG978392
(S) p-Terphenyl-d14	*85.4*			*23.0-120*		*05/12/2017 23:17*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	96.9		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	9.24	J	2.89	20.6	1	05/10/2017 15:29	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	4570		671	2060	1	05/10/2017 20:51	WG977515
Barium	45900		176	516	1	05/10/2017 20:51	WG977515
Cadmium	U		72.3	516	1	05/10/2017 20:51	WG977515
Chromium	11200		145	1030	1	05/10/2017 20:51	WG977515
Lead	4910		196	516	1	05/10/2017 20:51	WG977515
Selenium	U		764	2060	1	05/10/2017 20:51	WG977515
Silver	U		289	1030	1	05/10/2017 20:51	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		8.47	42.3	.82	05/12/2017 17:52	WG979173
Benzene	U		0.228	0.847	.82	05/12/2017 17:52	WG979173
Bromochloromethane	U		0.330	0.847	.82	05/12/2017 17:52	WG979173
Bromodichloromethane	U		0.215	0.847	.82	05/12/2017 17:52	WG979173
Bromoform	U		0.359	0.847	.82	05/12/2017 17:52	WG979173
Bromomethane	U		1.14	4.23	.82	05/12/2017 17:52	WG979173
Carbon disulfide	0.972		0.187	0.847	.82	05/12/2017 17:52	WG979173
Carbon tetrachloride	U		0.278	0.847	.82	05/12/2017 17:52	WG979173
Chlorobenzene	U		0.180	0.847	.82	05/12/2017 17:52	WG979173
Chlorodibromomethane	U		0.316	0.847	.82	05/12/2017 17:52	WG979173
Chloroethane	U		0.801	4.23	.82	05/12/2017 17:52	WG979173
Chloroform	U		0.194	4.23	.82	05/12/2017 17:52	WG979173
Chloromethane	U		0.318	2.12	.82	05/12/2017 17:52	WG979173
Cyclohexane	U		0.296	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dibromo-3-Chloropropane	U		0.889	4.23	.82	05/12/2017 17:52	WG979173
1,2-Dibromoethane	U		0.290	0.847	.82	05/12/2017 17:52	WG979173
Dichlorodifluoromethane	U		0.604	4.23	.82	05/12/2017 17:52	WG979173
1,1-Dichloroethane	U		0.168	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dichloroethane	U		0.224	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dichlorobenzene	U		0.258	0.847	.82	05/12/2017 17:52	WG979173
1,3-Dichlorobenzene	U		0.202	0.847	.82	05/12/2017 17:52	WG979173
1,4-Dichlorobenzene	U		0.191	0.847	.82	05/12/2017 17:52	WG979173
1,1-Dichloroethene	U		0.256	0.847	.82	05/12/2017 17:52	WG979173
cis-1,2-Dichloroethene	U		0.199	0.847	.82	05/12/2017 17:52	WG979173
trans-1,2-Dichloroethene	U		0.223	0.847	.82	05/12/2017 17:52	WG979173
1,2-Dichloropropane	U		0.304	0.847	.82	05/12/2017 17:52	WG979173
cis-1,3-Dichloropropene	U		0.222	0.847	.82	05/12/2017 17:52	WG979173
trans-1,3-Dichloropropene	U		0.226	0.847	.82	05/12/2017 17:52	WG979173
Ethylbenzene	U		0.252	0.847	.82	05/12/2017 17:52	WG979173
2-Hexanone	U		1.16	8.47	.82	05/12/2017 17:52	WG979173
Isopropylbenzene	U		0.205	8.47	.82	05/12/2017 17:52	WG979173
2-Butanone (MEK)	U		3.96	8.47	.82	05/12/2017 17:52	WG979173
Methyl Acetate	U		5.16	16.9	.82	05/12/2017 17:52	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	U		0.322	0.847	.82	05/12/2017 17:52	WG979173
Methylene Chloride	U		0.847	4.23	.82	05/12/2017 17:52	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.59	8.47	.82	05/12/2017 17:52	WG979173
Methyl tert-butyl ether	U		0.180	0.847	.82	05/12/2017 17:52	WG979173
Naphthalene	U		0.847	4.23	.82	05/12/2017 17:52	WG979173
Styrene	U		0.198	0.847	.82	05/12/2017 17:52	WG979173
1,1,2,2-Tetrachloroethane	U		0.309	0.847	.82	05/12/2017 17:52	WG979173
Tetrachloroethene	U		0.233	0.847	.82	05/12/2017 17:52	WG979173
Toluene	U		0.368	4.23	.82	05/12/2017 17:52	WG979173
1,2,3-Trichlorobenzene	U		0.259	0.847	.82	05/12/2017 17:52	WG979173
1,2,4-Trichlorobenzene	U		0.328	0.847	.82	05/12/2017 17:52	WG979173
1,1,1-Trichloroethane	U		0.242	0.847	.82	05/12/2017 17:52	WG979173
1,1,2-Trichloroethane	U		0.234	0.847	.82	05/12/2017 17:52	WG979173
Trichloroethene	U		0.236	0.847	.82	05/12/2017 17:52	WG979173
Trichlorofluoromethane	U		0.323	4.23	.82	05/12/2017 17:52	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.309	0.847	.82	05/12/2017 17:52	WG979173
Vinyl chloride	U		0.247	0.847	.82	05/12/2017 17:52	WG979173
o-Xylene	U		0.310	0.847	.82	05/12/2017 17:52	WG979173
m&p-Xylenes	U		0.281	1.69	.82	05/12/2017 17:52	WG979173
n-Butylbenzene	U		0.219	0.847	.82	05/12/2017 17:52	WG979173
sec-Butylbenzene	U		0.170	0.847	.82	05/12/2017 17:52	WG979173
tert-Butylbenzene	U		0.174	0.847	.82	05/12/2017 17:52	WG979173
1,2,4-Trimethylbenzene	U		0.179	0.847	.82	05/12/2017 17:52	WG979173
1,3,5-Trimethylbenzene	U		0.225	0.847	.82	05/12/2017 17:52	WG979173
n-Propylbenzene	U		0.174	0.847	.82	05/12/2017 17:52	WG979173
p-Isopropyltoluene	U		0.172	0.847	.82	05/12/2017 17:52	WG979173
(S) Toluene-d8	*107*			*80.0-120*		*05/12/2017 17:52*	WG979173
(S) Dibromofluoromethane	*93.1*			*74.0-131*		*05/12/2017 17:52*	WG979173
(S) α,α,α-Trifluorotoluene	*108*			*80.0-120*		*05/12/2017 17:52*	WG979173
(S) 4-Bromofluorobenzene	*99.1*			*64.0-132*		*05/12/2017 17:52*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	9.15		0.619	6.19	1	05/13/2017 02:06	WG978392
Acenaphthene	1.93	J	0.619	6.19	1	05/13/2017 02:06	WG978392
Acenaphthylene	U		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(a)anthracene	75.1		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(a)pyrene	66.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(b)fluoranthene	123		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(g,h,i)perylene	70.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Benzo(k)fluoranthene	40.2		0.619	6.19	1	05/13/2017 02:06	WG978392
Chrysene	87.0		0.619	6.19	1	05/13/2017 02:06	WG978392
Dibenz(a,h)anthracene	20.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Fluoranthene	129		0.619	6.19	1	05/13/2017 02:06	WG978392
Fluorene	2.43	J	0.619	6.19	1	05/13/2017 02:06	WG978392
Indeno(1,2,3-cd)pyrene	62.6		0.619	6.19	1	05/13/2017 02:06	WG978392
Naphthalene	4.28	J	2.06	20.6	1	05/13/2017 02:06	WG978392
Phenanthrene	44.4		0.619	6.19	1	05/13/2017 02:06	WG978392
Pyrene	72.2		0.619	6.19	1	05/13/2017 02:06	WG978392
1-Methylnaphthalene	U		2.06	20.6	1	05/13/2017 02:06	WG978392
2-Methylnaphthalene	3.03	J	2.06	20.6	1	05/13/2017 02:06	WG978392
2-Chloronaphthalene	U		2.06	20.6	1	05/13/2017 02:06	WG978392
(S) Nitrobenzene-d5	*80.7*			*14.0-149*		*05/13/2017 02:06*	WG978392
(S) 2-Fluorobiphenyl	*79.8*			*34.0-125*		*05/13/2017 02:06*	WG978392
(S) p-Terphenyl-d14	*72.4*			*23.0-120*		*05/13/2017 02:06*	WG978392

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	96.5		1	05/09/2017 14:51	WG977912

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Mercury	61.7		2.90	20.7	1	05/10/2017 16:02	WG977759

Metals (ICP) by Method 6010C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Arsenic	5610		673	2070	1	05/10/2017 20:54	WG977515
Barium	28800		176	518	1	05/10/2017 20:54	WG977515
Cadmium	U		72.5	518	1	05/10/2017 20:54	WG977515
Chromium	16100		145	1040	1	05/10/2017 20:54	WG977515
Lead	10500		197	518	1	05/10/2017 20:54	WG977515
Selenium	U		767	2070	1	05/10/2017 20:54	WG977515
Silver	U		290	1040	1	05/10/2017 20:54	WG977515

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	ug/kg		ug/kg	ug/kg		date / time	
Acetone	U		7.87	39.4	.76	05/12/2017 18:12	WG979173
Benzene	0.289	J	0.212	0.787	.76	05/12/2017 18:12	WG979173
Bromochloromethane	U		0.307	0.787	.76	05/12/2017 18:12	WG979173
Bromodichloromethane	U		0.200	0.787	.76	05/12/2017 18:12	WG979173
Bromoform	U		0.334	0.787	.76	05/12/2017 18:12	WG979173
Bromomethane	U		1.06	3.94	.76	05/12/2017 18:12	WG979173
Carbon disulfide	0.704	J	0.174	0.787	.76	05/12/2017 18:12	WG979173
Carbon tetrachloride	U		0.258	0.787	.76	05/12/2017 18:12	WG979173
Chlorobenzene	U		0.167	0.787	.76	05/12/2017 18:12	WG979173
Chlorodibromomethane	U		0.293	0.787	.76	05/12/2017 18:12	WG979173
Chloroethane	U		0.745	3.94	.76	05/12/2017 18:12	WG979173
Chloroform	U		0.180	3.94	.76	05/12/2017 18:12	WG979173
Chloromethane	U		0.295	1.97	.76	05/12/2017 18:12	WG979173
Cyclohexane	0.294	J	0.276	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dibromo-3-Chloropropane	U		0.827	3.94	.76	05/12/2017 18:12	WG979173
1,2-Dibromoethane	U		0.270	0.787	.76	05/12/2017 18:12	WG979173
Dichlorodifluoromethane	U		0.561	3.94	.76	05/12/2017 18:12	WG979173
1,1-Dichloroethane	U		0.156	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dichloroethane	U		0.208	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dichlorobenzene	U		0.240	0.787	.76	05/12/2017 18:12	WG979173
1,3-Dichlorobenzene	U		0.189	0.787	.76	05/12/2017 18:12	WG979173
1,4-Dichlorobenzene	U		0.178	0.787	.76	05/12/2017 18:12	WG979173
1,1-Dichloroethene	U		0.238	0.787	.76	05/12/2017 18:12	WG979173
cis-1,2-Dichloroethene	U		0.185	0.787	.76	05/12/2017 18:12	WG979173
trans-1,2-Dichloroethene	U		0.208	0.787	.76	05/12/2017 18:12	WG979173
1,2-Dichloropropane	U		0.282	0.787	.76	05/12/2017 18:12	WG979173
cis-1,3-Dichloropropene	U		0.206	0.787	.76	05/12/2017 18:12	WG979173
trans-1,3-Dichloropropene	U		0.210	0.787	.76	05/12/2017 18:12	WG979173
Ethylbenzene	U		0.234	0.787	.76	05/12/2017 18:12	WG979173
2-Hexanone	U		1.08	7.87	.76	05/12/2017 18:12	WG979173
Isopropylbenzene	U		0.192	7.87	.76	05/12/2017 18:12	WG979173
2-Butanone (MEK)	U		3.69	7.87	.76	05/12/2017 18:12	WG979173
Methyl Acetate	U		4.81	15.7	.76	05/12/2017 18:12	WG979173

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Methyl Cyclohexane	0.696	J	0.299	0.787	.76	05/12/2017 18:12	WG979173
Methylene Chloride	U		0.787	3.94	.76	05/12/2017 18:12	WG979173
4-Methyl-2-pentanone (MIBK)	U		1.48	7.87	.76	05/12/2017 18:12	WG979173
Methyl tert-butyl ether	U		0.167	0.787	.76	05/12/2017 18:12	WG979173
Naphthalene	U		0.787	3.94	.76	05/12/2017 18:12	WG979173
Styrene	U		0.184	0.787	.76	05/12/2017 18:12	WG979173
1,1,2,2-Tetrachloroethane	U		0.287	0.787	.76	05/12/2017 18:12	WG979173
Tetrachloroethene	U		0.218	0.787	.76	05/12/2017 18:12	WG979173
Toluene	U		0.342	3.94	.76	05/12/2017 18:12	WG979173
1,2,3-Trichlorobenzene	U		0.240	0.787	.76	05/12/2017 18:12	WG979173
1,2,4-Trichlorobenzene	U		0.306	0.787	.76	05/12/2017 18:12	WG979173
1,1,1-Trichloroethane	U		0.225	0.787	.76	05/12/2017 18:12	WG979173
1,1,2-Trichloroethane	U		0.218	0.787	.76	05/12/2017 18:12	WG979173
Trichloroethene	U		0.220	0.787	.76	05/12/2017 18:12	WG979173
Trichlorofluoromethane	U		0.300	3.94	.76	05/12/2017 18:12	WG979173
1,1,2-Trichlorotrifluoroethane	U		0.287	0.787	.76	05/12/2017 18:12	WG979173
Vinyl chloride	U		0.229	0.787	.76	05/12/2017 18:12	WG979173
o-Xylene	U		0.288	0.787	.76	05/12/2017 18:12	WG979173
m&p-Xylenes	U		0.261	1.57	.76	05/12/2017 18:12	WG979173
n-Butylbenzene	U		0.203	0.787	.76	05/12/2017 18:12	WG979173
sec-Butylbenzene	U		0.158	0.787	.76	05/12/2017 18:12	WG979173
tert-Butylbenzene	U		0.162	0.787	.76	05/12/2017 18:12	WG979173
1,2,4-Trimethylbenzene	U		0.166	0.787	.76	05/12/2017 18:12	WG979173
1,3,5-Trimethylbenzene	U		0.209	0.787	.76	05/12/2017 18:12	WG979173
n-Propylbenzene	U		0.162	0.787	.76	05/12/2017 18:12	WG979173
p-Isopropyltoluene	U		0.161	0.787	.76	05/12/2017 18:12	WG979173
(S) Toluene-d8	*106*			*80.0-120*		*05/12/2017 18:12*	WG979173
(S) Dibromofluoromethane	*93.5*			*74.0-131*		*05/12/2017 18:12*	WG979173
(S) α,α,α-Trifluorotoluene	*109*			*80.0-120*		*05/12/2017 18:12*	WG979173
(S) 4-Bromofluorobenzene	*96.5*			*64.0-132*		*05/12/2017 18:12*	WG979173

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result (dry) ug/kg	Qualifier	MDL (dry) ug/kg	RDL (dry) ug/kg	Dilution	Analysis date / time	Batch
Anthracene	4.28	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Acenaphthene	1.75	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Acenaphthylene	0.687	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(a)anthracene	20.9		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(a)pyrene	28.3		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(b)fluoranthene	44.9		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(g,h,i)perylene	26.1		0.622	6.22	1	05/12/2017 23:38	WG978392
Benzo(k)fluoranthene	17.9		0.622	6.22	1	05/12/2017 23:38	WG978392
Chrysene	36.8		0.622	6.22	1	05/12/2017 23:38	WG978392
Dibenz(a,h)anthracene	6.55		0.622	6.22	1	05/12/2017 23:38	WG978392
Fluoranthene	90.1		0.622	6.22	1	05/12/2017 23:38	WG978392
Fluorene	1.78	J	0.622	6.22	1	05/12/2017 23:38	WG978392
Indeno(1,2,3-cd)pyrene	23.8		0.622	6.22	1	05/12/2017 23:38	WG978392
Naphthalene	4.62	J	2.07	20.7	1	05/12/2017 23:38	WG978392
Phenanthrene	71.8		0.622	6.22	1	05/12/2017 23:38	WG978392
Pyrene	61.8		0.622	6.22	1	05/12/2017 23:38	WG978392
1-Methylnaphthalene	2.44	J	2.07	20.7	1	05/12/2017 23:38	WG978392
2-Methylnaphthalene	3.06	J	2.07	20.7	1	05/12/2017 23:38	WG978392
2-Chloronaphthalene	U		2.07	20.7	1	05/12/2017 23:38	WG978392
(S) Nitrobenzene-d5	*75.4*			*14.0-149*		*05/12/2017 23:38*	WG978392
(S) 2-Fluorobiphenyl	*74.2*			*34.0-125*		*05/12/2017 23:38*	WG978392
(S) p-Terphenyl-d14	*72.6*			*23.0-120*		*05/12/2017 23:38*	WG978392

Mercury by Method 7470A

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
Mercury,Dissolved	U		0.0490	0.200	1	05/10/2017 10:33	WG977710

Metals (ICP) by Method 6010C

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
Arsenic,Dissolved	U		6.50	10.0	1	05/09/2017 16:09	WG977391
Barium,Dissolved	27.7		1.70	5.00	1	05/09/2017 16:09	WG977391
Cadmium,Dissolved	U		0.700	2.00	1	05/09/2017 16:09	WG977391
Chromium,Dissolved	7.38	J	1.40	10.0	1	05/09/2017 16:09	WG977391
Lead,Dissolved	6.74		1.90	5.00	1	05/09/2017 16:09	WG977391
Selenium,Dissolved	U		7.40	10.0	1	05/09/2017 16:09	WG977391
Silver,Dissolved	U		2.80	5.00	1	05/09/2017 16:09	WG977391

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
Acetone	U		10.0	50.0	1	05/12/2017 15:57	WG979152
Benzene	U		0.331	1.00	1	05/12/2017 15:57	WG979152
Bromochloromethane	U		0.520	1.00	1	05/12/2017 15:57	WG979152
Bromodichloromethane	U		0.380	1.00	1	05/12/2017 15:57	WG979152
Bromoform	U		0.469	1.00	1	05/12/2017 15:57	WG979152
Bromomethane	U		0.866	5.00	1	05/12/2017 15:57	WG979152
Carbon disulfide	0.383	J	0.275	1.00	1	05/12/2017 15:57	WG979152
Carbon tetrachloride	U		0.379	1.00	1	05/12/2017 15:57	WG979152
Chlorobenzene	U		0.348	1.00	1	05/12/2017 15:57	WG979152
Chlorodibromomethane	U		0.327	1.00	1	05/12/2017 15:57	WG979152
Chloroethane	U		0.453	5.00	1	05/12/2017 15:57	WG979152
Chloroform	0.624	J	0.324	5.00	1	05/12/2017 15:57	WG979152
Chloromethane	U		0.276	2.50	1	05/12/2017 15:57	WG979152
Cyclohexane	U		0.390	1.00	1	05/12/2017 15:57	WG979152
1,2-Dibromo-3-Chloropropane	U		1.33	5.00	1	05/12/2017 15:57	WG979152
1,2-Dibromoethane	U		0.381	1.00	1	05/12/2017 15:57	WG979152
1,2-Dichlorobenzene	U		0.349	1.00	1	05/12/2017 15:57	WG979152
1,3-Dichlorobenzene	U		0.220	1.00	1	05/12/2017 15:57	WG979152
1,4-Dichlorobenzene	U		0.274	1.00	1	05/12/2017 15:57	WG979152
Dichlorodifluoromethane	U		0.551	5.00	1	05/12/2017 15:57	WG979152
1,1-Dichloroethane	U		0.259	1.00	1	05/12/2017 15:57	WG979152
1,2-Dichloroethane	U		0.361	1.00	1	05/12/2017 15:57	WG979152
1,1-Dichloroethene	U		0.398	1.00	1	05/12/2017 15:57	WG979152
cis-1,2-Dichloroethene	U		0.260	1.00	1	05/12/2017 15:57	WG979152
trans-1,2-Dichloroethene	U		0.396	1.00	1	05/12/2017 15:57	WG979152
1,2-Dichloropropane	U		0.306	1.00	1	05/12/2017 15:57	WG979152
cis-1,3-Dichloropropene	U		0.418	1.00	1	05/12/2017 15:57	WG979152
trans-1,3-Dichloropropene	U		0.419	1.00	1	05/12/2017 15:57	WG979152
Ethylbenzene	U		0.384	1.00	1	05/12/2017 15:57	WG979152
2-Hexanone	U		3.82	10.0	1	05/12/2017 15:57	WG979152
Isopropylbenzene	U		0.326	1.00	1	05/12/2017 15:57	WG979152
2-Butanone (MEK)	U		3.93	10.0	1	05/12/2017 15:57	WG979152
Methyl Acetate	U		4.30	20.0	1	05/12/2017 15:57	WG979152
Methyl Cyclohexane	U		0.380	1.00	1	05/12/2017 15:57	WG979152
Methylene Chloride	U		1.00	5.00	1	05/12/2017 15:57	WG979152
4-Methyl-2-pentanone (MIBK)	U		2.14	10.0	1	05/12/2017 15:57	WG979152
Methyl tert-butyl ether	U		0.367	1.00	1	05/12/2017 15:57	WG979152
Naphthalene	1.69	J	1.00	5.00	1	05/12/2017 15:57	WG979152
Styrene	U		0.307	1.00	1	05/12/2017 15:57	WG979152

Volatile Organic Compounds (GC/MS) by Method 8260C

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
1,1,2,2-Tetrachloroethane	U		0.130	1.00	1	05/12/2017 15:57	WG979152
Tetrachloroethene	U		0.372	1.00	1	05/12/2017 15:57	WG979152
Toluene	U		0.412	1.00	1	05/12/2017 15:57	WG979152
1,2,3-Trichlorobenzene	U		0.230	1.00	1	05/12/2017 15:57	WG979152
1,2,4-Trichlorobenzene	U		0.355	1.00	1	05/12/2017 15:57	WG979152
1,1,1-Trichloroethane	U		0.319	1.00	1	05/12/2017 15:57	WG979152
1,1,2-Trichloroethane	U		0.383	1.00	1	05/12/2017 15:57	WG979152
Trichloroethene	U		0.398	1.00	1	05/12/2017 15:57	WG979152
Trichlorofluoromethane	U		1.20	5.00	1	05/12/2017 15:57	WG979152
1,1,2-Trichlorotrifluoroethane	U		0.303	1.00	1	05/12/2017 15:57	WG979152
Vinyl chloride	U		0.259	1.00	1	05/12/2017 15:57	WG979152
o-Xylene	U		0.341	1.00	1	05/12/2017 15:57	WG979152
m&p-Xylenes	U		0.719	2.00	1	05/12/2017 15:57	WG979152
n-Butylbenzene	U		0.361	1.00	1	05/12/2017 15:57	WG979152
sec-Butylbenzene	U		0.365	1.00	1	05/12/2017 15:57	WG979152
tert-Butylbenzene	U		0.399	1.00	1	05/12/2017 15:57	WG979152
1,2,4-Trimethylbenzene	U		0.373	1.00	1	05/12/2017 15:57	WG979152
1,3,5-Trimethylbenzene	U		0.387	1.00	1	05/12/2017 15:57	WG979152
n-Propylbenzene	U		0.349	1.00	1	05/12/2017 15:57	WG979152
p-Isopropyltoluene	U		0.350	1.00	1	05/12/2017 15:57	WG979152
(S) Toluene-d8	*101*			*80.0-120*		*05/12/2017 15:57*	WG979152
(S) Dibromofluoromethane	*95.5*			*76.0-123*		*05/12/2017 15:57*	WG979152
(S) a,a,a-Trifluorotoluene	*108*			*80.0-120*		*05/12/2017 15:57*	WG979152
(S) 4-Bromofluorobenzene	*101*			*80.0-120*		*05/12/2017 15:57*	WG979152

Semi Volatile Organic Compounds (GC/MS) by Method 8270D-SIM

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	ug/l		ug/l	ug/l		date / time	
Anthracene	0.224		0.0420	0.150	3	05/10/2017 09:24	WG977606
Acenaphthene	0.251		0.0300	0.150	3	05/10/2017 09:24	WG977606
Acenaphthylene	0.0732	J	0.0360	0.150	3	05/10/2017 09:24	WG977606
Benzo(a)anthracene	0.205		0.0123	0.150	3	05/10/2017 09:24	WG977606
Benzo(a)pyrene	0.241		0.0348	0.150	3	05/10/2017 09:24	WG977606
Benzo(b)fluoranthene	0.359		0.00636	0.150	3	05/10/2017 09:24	WG977606
Benzo(g,h,i)perylene	0.384		0.00681	0.150	3	05/10/2017 09:24	WG977606
Benzo(k)fluoranthene	0.136	J	0.0408	0.150	3	05/10/2017 09:24	WG977606
Chrysene	0.213		0.0324	0.150	3	05/10/2017 09:24	WG977606
Dibenz(a,h)anthracene	U		0.0119	0.150	3	05/10/2017 09:24	WG977606
Fluoranthene	0.499		0.0471	0.150	3	05/10/2017 09:24	WG977606
Fluorene	0.197		0.0255	0.150	3	05/10/2017 09:24	WG977606
Indeno(1,2,3-cd)pyrene	0.238		0.0444	0.150	3	05/10/2017 09:24	WG977606
Naphthalene	1.55		0.0594	0.750	3	05/10/2017 09:24	WG977606
Phenanthrene	0.579		0.0246	0.150	3	05/10/2017 09:24	WG977606
Pyrene	0.540		0.0351	0.150	3	05/10/2017 09:24	WG977606
(S) Nitrobenzene-d5	*79.2*			*31.0-160*		*05/10/2017 09:24*	WG977606
(S) 2-Fluorobiphenyl	*68.4*			*48.0-148*		*05/10/2017 09:24*	WG977606
(S) p-Terphenyl-d14	*24.8*	J2		*37.0-146*		*05/10/2017 09:24*	WG977606

Method Blank (MB)

(MB) R3216809-1 05/09/17 15:04

Analyte	MB Result %	MB Qualifier	MB MDL %	MB RDL %
Total Solids	0.00100			

L907428-06 Original Sample (OS) • Duplicate (DUP)

(OS) L907428-06 05/09/17 15:04 • (DUP) R3216809-3 05/09/17 15:04

Analyte	Original Result %	DUP Result %	Dilution	DUP RPD %	DUP Qualifier	DUP RPD Limits %
Total Solids	89.1	88.2	1	0.958		5

Laboratory Control Sample (LCS)

(LCS) R3216809-2 05/09/17 15:04

Analyte	Spike Amount %	LCS Result %	LCS Rec. %	Rec. Limits %	LCS Qualifier
Total Solids	50.0	50.0	99.9	85.0-115	

Method Blank (MB)

(MB) R3216808-1 05/09/17 14:51

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	%		%	%
Total Solids	0.000900			

L907541-03 Original Sample (OS) • Duplicate (DUP)

(OS) L907541-03 05/09/17 14:51 • (DUP) R3216808-3 05/09/17 14:51

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
	%	%		%		%
Total Solids	82.9	81.6	1	1.53		5

Laboratory Control Sample (LCS)

(LCS) R3216808-2 05/09/17 14:51

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	%	%	%	%	
Total Solids	50.0	49.9	99.9	85.0-115	

Method Blank (MB)

(MB) R3216883-1 05/10/17 09:50

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/l		ug/l	ug/l
Mercury,Dissolved	U		0.0490	0.200

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3216883-2 05/10/17 09:53 • (LCSD) R3216883-3 05/10/17 09:55

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	%	%	%			%	%
Mercury,Dissolved	3.00	2.51	2.52	84	84	80-120			0	20

L907584-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907584-01 05/10/17 09:57 • (MS) R3216883-4 05/10/17 10:04 • (MSD) R3216883-5 05/10/17 10:06

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	ug/l	%	%		%			%	%
Mercury,Dissolved	3.00	ND	2.58	2.51	86	84	1	75-125			3	20

Method Blank (MB)

(MB) R3216984-2 05/10/17 12:42

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/kg		ug/kg	ug/kg
Mercury	U		2.80	20.0

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3216984-6 05/10/17 13:06 • (LCSD) R3216984-3 05/10/17 12:47

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	%	%	%			%	%
Mercury	300	258	265	86	88	80-120			3	20

L907628-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907628-01 05/10/17 12:49 • (MS) R3216984-4 05/10/17 12:52 • (MSD) R3216984-5 05/10/17 12:55

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	ug/kg	%	%		%			%	%
Mercury	300	ND	296	284	94	90	1	75-125			4	20

Method Blank (MB)

(MB) R3217125-1 05/10/17 15:21

	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	ug/kg		ug/kg	ug/kg
Mercury	U		2.80	20.0

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217125-2 05/10/17 15:24 • (LCSD) R3217125-3 05/10/17 15:27

	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Analyte	ug/kg	ug/kg	ug/kg	%	%	%			%	%
Mercury	300	332	301	111	100	80-120			10	20

L907538-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-10 05/10/17 15:29 • (MS) R3217125-4 05/10/17 15:32 • (MSD) R3217125-5 05/10/17 15:34

	Spike Amount (dry)	Original Result (dry)	MS Result (dry)	MSD Result (dry)	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Analyte	ug/kg	ug/kg	ug/kg	mg/kg	%	%		%			%	%
Mercury	310	9.24	315	360	99	113	1	75-125			13	20

Method Blank (MB)

(MB) R3216625-1 05/09/17 15:07

Analyte	MB Result ug/l	MB Qualifier	MB MDL ug/l	MB RDL ug/l
Arsenic,Dissolved	U		6.50	10.0
Barium,Dissolved	U		1.70	5.00
Cadmium,Dissolved	U		0.700	2.00
Chromium,Dissolved	U		1.40	10.0
Lead,Dissolved	U		1.90	5.00
Selenium,Dissolved	U		7.40	10.0
Silver,Dissolved	U		2.80	5.00

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3216625-2 05/09/17 15:09 • (LCSD) R3216625-3 05/09/17 15:14

Analyte	Spike Amount ug/l	LCS Result ug/l	LCSD Result ug/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Arsenic,Dissolved	1000	989	991	99	99	80-120			0	20
Barium,Dissolved	1000	1030	1020	103	102	80-120			1	20
Cadmium,Dissolved	1000	998	994	100	99	80-120			0	20
Chromium,Dissolved	1000	1000	998	100	100	80-120			0	20
Lead,Dissolved	1000	1000	998	100	100	80-120			1	20
Selenium,Dissolved	1000	1010	1000	101	100	80-120			1	20
Silver,Dissolved	200	192	192	96	96	80-120			0	20

L907308-08 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907308-08 05/09/17 15:17 • (MS) R3216625-5 05/09/17 15:23 • (MSD) R3216625-6 05/09/17 15:25

Analyte	Spike Amount ug/l	Original Result ug/l	MS Result ug/l	MSD Result ug/l	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Arsenic,Dissolved	1000	77.0	1100	1100	103	103	1	75-125			0	20
Barium,Dissolved	1000	34.5	1040	1040	101	100	1	75-125			1	20
Cadmium,Dissolved	1000	1.70	1020	1020	102	102	1	75-125			1	20
Chromium,Dissolved	1000	U	983	975	98	97	1	75-125			1	20
Lead,Dissolved	1000	U	1000	994	100	99	1	75-125			1	20
Selenium,Dissolved	1000	9.64	1070	1060	106	105	1	75-125			1	20
Silver,Dissolved	200	U	196	195	98	97	1	75-125			1	20

Method Blank (MB)

(MB) R3217175-1 05/10/17 19:55

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/kg		ug/kg	ug/kg
Arsenic	U		650	2000
Barium	U		170	500
Cadmium	U		70.0	500
Chromium	U		140	1000
Lead	U		190	500
Selenium	U		740	2000
Silver	U		280	1000

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217175-2 05/10/17 19:58 • (LCSD) R3217175-3 05/10/17 20:00

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	%	%	%			%	%
Arsenic	100000	102000	101000	102	101	80-120			1	20
Barium	100000	107000	106000	107	106	80-120			1	20
Cadmium	100000	101000	101000	101	101	80-120			1	20
Chromium	100000	105000	104000	105	104	80-120			1	20
Lead	100000	104000	103000	104	103	80-120			1	20
Selenium	100000	102000	101000	102	101	80-120			1	20
Silver	20000	20000	19600	100	98	80-120			2	20

L907554-21 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907554-21 05/10/17 20:03 • (MS) R3217175-6 05/10/17 20:11 • (MSD) R3217175-7 05/10/17 20:14

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
	ug/kg	ug/kg	ug/kg	ug/kg	%	%		%			%	%
Arsenic	100000	7520	103000	107000	95	99	1	75-125			4	20
Barium	100000	113000	217000	226000	104	113	1	75-125			4	20
Cadmium	100000	ND	95500	99400	95	99	1	75-125			4	20
Chromium	100000	13200	111000	115000	97	102	1	75-125			4	20
Lead	100000	1330000	1540000	1590000	212	268	1	75-125	V	V	4	20
Selenium	100000	ND	93800	98000	94	98	1	75-125			4	20
Silver	20000	ND	18800	19500	94	98	1	75-125			4	20

Method Blank (MB)

(MB) R3218119-3 05/12/17 11:52

Analyte	MB Result ug/l	MB Qualifier	MB MDL ug/l	MB RDL ug/l
Acetone	U		10.0	50.0
Benzene	U		0.331	1.00
Bromodichloromethane	U		0.380	1.00
Bromochloromethane	U		0.520	1.00
Bromoform	U		0.469	1.00
Bromomethane	U		0.866	5.00
n-Butylbenzene	U		0.361	1.00
sec-Butylbenzene	U		0.365	1.00
tert-Butylbenzene	U		0.399	1.00
Carbon disulfide	U		0.275	1.00
Carbon tetrachloride	U		0.379	1.00
Chlorobenzene	U		0.348	1.00
Chlorodibromomethane	U		0.327	1.00
Chloroethane	U		0.453	5.00
Chloroform	U		0.324	5.00
Chloromethane	U		0.276	2.50
Cyclohexane	U		0.390	1.00
1,2-Dibromo-3-Chloropropane	U		1.33	5.00
1,2-Dibromoethane	U		0.381	1.00
1,2-Dichlorobenzene	U		0.349	1.00
1,3-Dichlorobenzene	U		0.220	1.00
1,4-Dichlorobenzene	U		0.274	1.00
Dichlorodifluoromethane	U		0.551	5.00
1,1-Dichloroethane	U		0.259	1.00
1,2-Dichloroethane	U		0.361	1.00
1,1-Dichloroethene	U		0.398	1.00
cis-1,2-Dichloroethene	U		0.260	1.00
trans-1,2-Dichloroethene	U		0.396	1.00
1,2-Dichloropropane	U		0.306	1.00
cis-1,3-Dichloropropene	U		0.418	1.00
trans-1,3-Dichloropropene	U		0.419	1.00
Ethylbenzene	U		0.384	1.00
2-Hexanone	U		3.82	10.0
Isopropylbenzene	U		0.326	1.00
p-Isopropyltoluene	U		0.350	1.00
2-Butanone (MEK)	U		3.93	10.0
Methyl Acetate	U		4.30	20.0
Methyl Cyclohexane	U		0.380	1.00
Methylene Chloride	U		1.00	5.00
4-Methyl-2-pentanone (MIBK)	U		2.14	10.0

Method Blank (MB)

(MB) R3218119-3 05/12/17 11:52

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	ug/l		ug/l	ug/l
Methyl tert-butyl ether	U		0.367	1.00
n-Propylbenzene	U		0.349	1.00
Naphthalene	U		1.00	5.00
Styrene	U		0.307	1.00
1,1,2,2-Tetrachloroethane	U		0.130	1.00
Tetrachloroethene	U		0.372	1.00
1,1,2-Trichlorotrifluoroethane	U		0.303	1.00
1,2,3-Trichlorobenzene	U		0.230	1.00
1,2,4-Trichlorobenzene	U		0.355	1.00
1,1,1-Trichloroethane	U		0.319	1.00
Toluene	U		0.412	1.00
1,1,2-Trichloroethane	U		0.383	1.00
Trichloroethene	U		0.398	1.00
Trichlorofluoromethane	U		1.20	5.00
1,2,4-Trimethylbenzene	U		0.373	1.00
1,3,5-Trimethylbenzene	U		0.387	1.00
Vinyl chloride	U		0.259	1.00
o-Xylene	U		0.341	1.00
m&p-Xylenes	U		0.719	2.00
(S) Toluene-d8	*101*			*80.0-120*
(S) Dibromofluoromethane	*94.5*			*76.0-123*
(S) a,a,a-Trifluorotoluene	*109*			*80.0-120*
(S) 4-Bromofluorobenzene	*103*			*80.0-120*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3218119-1 05/12/17 10:54 • (LCSD) R3218119-2 05/12/17 11:26

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	%	%	%			%	%
Acetone	125	141	124	112	99.2	10.0-160			12.5	23
Benzene	25.0	21.1	20.1	84.5	80.3	69.0-123			5.06	20
Bromodichloromethane	25.0	22.3	21.3	89.2	85.0	76.0-120			4.85	20
Bromochloromethane	25.0	23.5	22.4	94.0	89.6	76.0-122			4.70	20
Bromoform	25.0	24.1	23.4	96.6	93.4	67.0-132			3.27	20
Bromomethane	25.0	36.1	32.5	144	130	18.0-160			10.5	20
n-Butylbenzene	25.0	25.5	23.0	102	91.9	72.0-126			10.3	20
sec-Butylbenzene	25.0	30.2	27.9	121	111	74.0-121			8.11	20
tert-Butylbenzene	25.0	27.4	25.8	110	103	75.0-122			6.28	20
Carbon disulfide	25.0	24.0	21.5	96.0	85.8	55.0-127			11.2	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3218119-1 05/12/17 10:54 • (LCSD) R3218119-2 05/12/17 11:26

Analyte	Spike Amount ug/l	LCS Result ug/l	LCSD Result ug/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	25.0	25.8	23.0	103	91.8	63.0-122			11.8	20
Chlorobenzene	25.0	23.0	22.0	92.2	88.0	79.0-121			4.67	20
Chlorodibromomethane	25.0	23.9	22.8	95.5	91.3	75.0-125			4.52	20
Chloroethane	25.0	28.0	27.1	112	108	47.0-152			3.39	20
Chloroform	25.0	22.4	21.2	89.8	84.6	72.0-121			5.93	20
Chloromethane	25.0	22.9	20.9	91.7	83.7	48.0-139			9.18	20
Cyclohexane	25.0	25.5	21.9	102	87.8	70.0-130			14.8	20
1,2-Dibromo-3-Chloropropane	25.0	24.6	23.3	98.5	93.3	64.0-127			5.45	20
1,2-Dibromoethane	25.0	22.4	21.5	89.4	86.0	77.0-123			3.86	20
1,2-Dichlorobenzene	25.0	23.3	22.1	93.0	88.5	80.0-120			5.00	20
1,3-Dichlorobenzene	25.0	28.1	26.9	112	108	72.0-123			4.51	20
1,4-Dichlorobenzene	25.0	22.4	21.1	89.6	84.5	77.0-120			5.90	20
Dichlorodifluoromethane	25.0	26.8	22.4	107	89.4	49.0-155			18.1	20
1,1-Dichloroethane	25.0	22.1	20.8	88.3	83.0	70.0-126			6.10	20
1,2-Dichloroethane	25.0	21.1	20.3	84.4	81.2	67.0-126			3.75	20
1,1-Dichloroethene	25.0	25.5	22.7	102	90.6	64.0-129			11.6	20
cis-1,2-Dichloroethene	25.0	22.9	21.8	91.5	87.1	73.0-120			4.88	20
trans-1,2-Dichloroethene	25.0	24.8	22.7	99.4	91.0	71.0-121			8.86	20
1,2-Dichloropropane	25.0	21.1	20.1	84.6	80.4	75.0-125			4.99	20
cis-1,3-Dichloropropene	25.0	22.4	21.3	89.7	85.0	79.0-123			5.40	20
trans-1,3-Dichloropropene	25.0	20.7	20.2	82.9	80.8	74.0-127			2.56	20
Ethylbenzene	25.0	24.2	22.6	96.9	90.5	77.0-120			6.88	20
2-Hexanone	125	116	108	92.9	86.3	58.0-147			7.33	20
Isopropylbenzene	25.0	25.4	23.6	102	94.2	75.0-120			7.46	20
p-Isopropyltoluene	25.0	30.8	28.4	123	114	74.0-126			7.83	20
2-Butanone (MEK)	125	113	102	90.3	82.0	37.0-158			9.67	20
Methyl Acetate	125	102	98.0	81.2	78.4	70.0-130			3.52	20
Methyl Cyclohexane	25.0	26.1	22.4	104	89.4	70.0-130			15.5	20
Methylene Chloride	25.0	22.7	21.5	90.6	86.1	66.0-121			5.16	20
4-Methyl-2-pentanone (MIBK)	125	112	107	89.3	85.2	59.0-143			4.63	20
Methyl tert-butyl ether	25.0	22.7	21.5	90.7	85.9	64.0-123			5.50	20
Naphthalene	25.0	23.3	22.0	93.2	87.9	62.0-128			5.82	20
n-Propylbenzene	25.0	24.4	22.7	97.4	90.7	79.0-120			7.13	20
Styrene	25.0	23.6	22.6	94.4	90.4	78.0-124			4.30	20
1,1,2,2-Tetrachloroethane	25.0	22.9	22.3	91.6	89.2	71.0-122			2.68	20
Tetrachloroethene	25.0	25.7	23.7	103	94.9	70.0-127			7.96	20
1,1,2-Trichlorotrifluoroethane	25.0	27.5	23.6	110	94.3	61.0-136			15.3	20
Toluene	25.0	22.2	20.9	88.6	83.6	77.0-120			5.82	20
1,2,3-Trichlorobenzene	25.0	23.0	21.8	91.9	87.2	61.0-133			5.26	20
1,2,4-Trichlorobenzene	25.0	24.2	22.8	96.8	91.0	69.0-129			6.16	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3218119-1 05/12/17 10:54 • (LCSD) R3218119-2 05/12/17 11:26

Analyte	Spike Amount ug/l	LCS Result ug/l	LCSD Result ug/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
1,1,1-Trichloroethane	25.0	25.2	22.8	101	91.1	68.0-122			10.3	20
1,1,2-Trichloroethane	25.0	22.2	21.6	89.0	86.4	78.0-120			2.98	20
Trichloroethene	25.0	24.3	23.0	97.3	91.8	78.0-120			5.79	20
Trichlorofluoromethane	25.0	29.2	26.8	117	107	56.0-137			8.51	20
1,2,4-Trimethylbenzene	25.0	27.4	25.9	110	103	75.0-120			5.87	20
1,3,5-Trimethylbenzene	25.0	25.2	23.9	101	95.5	75.0-120			5.56	20
Vinyl chloride	25.0	27.6	24.3	110	97.4	64.0-133			12.6	20
o-Xylene	25.0	24.7	23.1	98.6	92.5	78.0-120			6.35	20
m&p-Xylenes	50.0	48.2	45.3	96.4	90.5	77.0-120			6.28	20
(S) Toluene-d8				*101*	*100*	*80.0-120*				
(S) Dibromofluoromethane				*98.8*	*98.6*	*76.0-123*				
(S) a,a,a-Trifluorotoluene				*107*	*107*	*80.0-120*				
(S) 4-Bromofluorobenzene				*98.3*	*99.7*	*80.0-120*				

Method Blank (MB)

(MB) R3217844-1 05/12/17 12:10

Analyte	MB Result ug/kg	MB Qualifier	MB MDL ug/kg	MB RDL ug/kg
Acetone	U		10.0	50.0
Benzene	U		0.270	1.00
Bromodichloromethane	U		0.254	1.00
Bromochloromethane	U		0.390	1.00
Bromoform	U		0.424	1.00
Bromomethane	U		1.34	5.00
n-Butylbenzene	U		0.258	1.00
sec-Butylbenzene	U		0.201	1.00
tert-Butylbenzene	U		0.206	1.00
Carbon disulfide	U		0.221	1.00
Carbon tetrachloride	U		0.328	1.00
Chlorobenzene	U		0.212	1.00
Chlorodibromomethane	U		0.373	1.00
Chloroethane	U		0.946	5.00
Chloroform	U		0.229	5.00
Chloromethane	U		0.375	2.50
Cyclohexane	U		0.350	1.00
1,2-Dibromo-3-Chloropropane	U		1.05	5.00
1,2-Dibromoethane	U		0.343	1.00
1,2-Dichlorobenzene	U		0.305	1.00
1,3-Dichlorobenzene	U		0.239	1.00
1,4-Dichlorobenzene	U		0.226	1.00
Dichlorodifluoromethane	U		0.713	5.00
1,1-Dichloroethane	U		0.199	1.00
1,2-Dichloroethane	U		0.265	1.00
1,1-Dichloroethene	U		0.303	1.00
cis-1,2-Dichloroethene	U		0.235	1.00
trans-1,2-Dichloroethene	U		0.264	1.00
1,2-Dichloropropane	U		0.358	1.00
cis-1,3-Dichloropropene	U		0.262	1.00
trans-1,3-Dichloropropene	U		0.267	1.00
Ethylbenzene	U		0.297	1.00
2-Hexanone	U		1.37	10.0
Isopropylbenzene	U		0.243	10.0
p-Isopropyltoluene	U		0.204	1.00
2-Butanone (MEK)	U		4.68	10.0
Methyl Acetate	U		6.10	20.0
Methyl Cyclohexane	U		0.380	1.00
Methylene Chloride	U		1.00	5.00
4-Methyl-2-pentanone (MIBK)	U		1.88	10.0

Method Blank (MB)

(MB) R3217844-1 05/12/17 12:10

Analyte	MB Result ug/kg	MB Qualifier	MB MDL ug/kg	MB RDL ug/kg
Methyl tert-butyl ether	U		0.212	1.00
Naphthalene	U		1.00	5.00
n-Propylbenzene	U		0.206	1.00
Styrene	U		0.234	1.00
1,1,2,2-Tetrachloroethane	U		0.365	1.00
Tetrachloroethene	U		0.276	1.00
Toluene	U		0.434	5.00
1,1,2-Trichlorotrifluoroethane	U		0.365	1.00
1,2,3-Trichlorobenzene	U		0.306	1.00
1,2,4-Trichlorobenzene	U		0.388	1.00
1,1,1-Trichloroethane	U		0.286	1.00
1,1,2-Trichloroethane	U		0.277	1.00
Trichloroethene	U		0.279	1.00
Trichlorofluoromethane	U		0.382	5.00
1,2,4-Trimethylbenzene	U		0.211	1.00
1,3,5-Trimethylbenzene	U		0.266	1.00
Vinyl chloride	U		0.291	1.00
o-Xylene	U		0.366	1.00
m&p-Xylenes	U		0.332	2.00
(S) Toluene-d8	*105*			*80.0-120*
(S) Dibromofluoromethane	*89.1*			*74.0-131*
(S) a,a,a-Trifluorotoluene	*107*			*80.0-120*
(S) 4-Bromofluorobenzene	*97.1*			*64.0-132*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217844-2 05/12/17 12:49 • (LCSD) R3217844-3 05/12/17 13:09

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acetone	125	120	118	95.9	94.4	11.0-160			1.58	23
Benzene	25.0	20.9	21.7	83.6	86.7	71.0-124			3.64	20
Bromodichloromethane	25.0	22.8	23.7	91.3	94.7	75.0-120			3.64	20
Bromochloromethane	25.0	23.6	24.2	94.3	96.7	80.0-121			2.51	20
Bromoform	25.0	30.6	31.0	122	124	65.0-133			1.37	20
Bromomethane	25.0	23.2	23.6	92.7	94.5	26.0-160			2.01	20
n-Butylbenzene	25.0	24.8	24.6	99.1	98.5	73.0-126			0.660	20
sec-Butylbenzene	25.0	26.3	26.9	105	108	75.0-121			2.25	20
tert-Butylbenzene	25.0	26.4	27.0	106	108	74.0-122			2.30	20
Carbon disulfide	25.0	19.0	19.9	75.9	79.4	53.0-130			4.48	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217844-2 05/12/17 12:49 • (LCSD) R3217844-3 05/12/17 13:09

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	25.0	20.5	21.9	81.8	87.6	66.0-123			6.80	20
Chlorobenzene	25.0	28.1	28.7	112	115	79.0-121			2.20	20
Chlorodibromomethane	25.0	28.8	30.4	115	121	74.0-128			5.41	20
Chloroethane	25.0	20.0	20.2	79.9	80.7	51.0-147			0.970	20
Chloroform	25.0	20.6	21.2	82.3	84.9	73.0-123			3.09	20
Chloromethane	25.0	19.0	18.2	76.0	72.8	51.0-138			4.19	20
Cyclohexane	25.0	19.4	19.8	77.7	79.2	70.0-130			1.90	20
1,2-Dibromo-3-Chloropropane	25.0	23.0	22.4	92.0	89.8	65.0-126			2.49	20
1,2-Dibromoethane	25.0	26.8	27.5	107	110	78.0-122			2.77	20
1,2-Dichlorobenzene	25.0	25.6	26.3	102	105	80.0-120			2.82	20
1,3-Dichlorobenzene	25.0	26.6	27.7	106	111	72.0-123			4.13	20
1,4-Dichlorobenzene	25.0	25.3	26.4	101	106	77.0-120			4.46	20
Dichlorodifluoromethane	25.0	13.0	13.4	51.9	53.5	49.0-155			2.99	20
1,1-Dichloroethane	25.0	20.0	20.9	80.1	83.5	70.0-128			4.13	20
1,2-Dichloroethane	25.0	18.6	20.3	74.5	81.1	69.0-128			8.48	20
1,1-Dichloroethene	25.0	19.6	20.1	78.4	80.5	63.0-131			2.67	20
cis-1,2-Dichloroethene	25.0	21.4	22.3	85.6	89.1	74.0-123			4.07	20
trans-1,2-Dichloroethene	25.0	22.2	21.7	88.7	86.6	72.0-122			2.38	20
1,2-Dichloropropane	25.0	23.6	23.5	94.4	94.1	75.0-126			0.310	20
cis-1,3-Dichloropropene	25.0	24.2	25.9	96.7	104	80.0-125			7.02	20
trans-1,3-Dichloropropene	25.0	25.6	27.5	102	110	75.0-129			7.17	20
Ethylbenzene	25.0	28.8	29.7	115	119	77.0-120			3.07	20
2-Hexanone	125	154	159	123	128	61.0-143			3.70	20
Isopropylbenzene	25.0	26.9	27.6	108	111	75.0-120			2.60	20
p-Isopropyltoluene	25.0	26.6	26.6	106	106	74.0-125			0.0200	20
2-Butanone (MEK)	125	120	125	96.2	99.6	37.0-159			3.50	20
Methyl Acetate	125	99.3	94.1	79.4	75.3	70.0-130			5.41	21.3
Methyl Cyclohexane	25.0	21.4	22.2	85.6	88.8	70.0-130			3.64	21.3
Methylene Chloride	25.0	21.2	20.8	84.6	83.1	67.0-123			1.76	20
4-Methyl-2-pentanone (MIBK)	125	127	130	101	104	60.0-144			2.47	20
Methyl tert-butyl ether	25.0	18.9	18.1	75.7	72.2	66.0-125			4.69	20
Naphthalene	25.0	21.5	22.0	86.1	88.1	64.0-125			2.28	20
n-Propylbenzene	25.0	25.9	26.3	104	105	78.0-120			1.50	20
Styrene	25.0	27.5	26.4	110	106	78.0-124			3.87	20
1,1,2,2-Tetrachloroethane	25.0	24.3	25.5	97.4	102	73.0-120			4.47	20
Tetrachloroethene	25.0	29.4	30.9	117	124	70.0-127			5.19	20
Toluene	25.0	24.1	24.8	96.4	99.1	77.0-120			2.73	20
1,1,2-Trichlorotrifluoroethane	25.0	17.8	18.7	71.2	75.0	64.0-135			5.11	20
1,2,3-Trichlorobenzene	25.0	22.4	23.0	89.5	92.1	68.0-126			2.87	20
1,2,4-Trichlorobenzene	25.0	25.2	25.6	101	102	70.0-127			1.25	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217844-2 05/12/17 12:49 • (LCSD) R3217844-3 05/12/17 13:09

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
1,1,1-Trichloroethane	25.0	20.4	21.4	81.7	85.6	69.0-125			4.63	20
1,1,2-Trichloroethane	25.0	26.5	27.8	106	111	78.0-120			5.00	20
Trichloroethene	25.0	24.9	26.2	99.7	105	79.0-120			4.97	20
Trichlorofluoromethane	25.0	19.4	20.4	77.8	81.6	59.0-136			4.78	20
1,2,4-Trimethylbenzene	25.0	25.5	25.6	102	102	75.0-120			0.580	20
1,3,5-Trimethylbenzene	25.0	26.0	26.5	104	106	75.0-120			2.01	20
Vinyl chloride	25.0	20.6	21.2	82.5	85.0	63.0-134			2.93	20
o-Xylene	25.0	28.3	29.5	113	118	77.0-120			4.30	20
m&p-Xylenes	50.0	56.2	58.5	112	117	77.0-120			3.94	20
(S) Toluene-d8				*106*	*106*	*80.0-120*				
(S) Dibromofluoromethane				*86.9*	*91.0*	*74.0-131*				
(S) a,a,a-Trifluorotoluene				*108*	*108*	*80.0-120*				
(S) 4-Bromofluorobenzene				*97.1*	*95.0*	*64.0-132*				

L907538-05 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-05 05/12/17 16:13 • (MS) R3217844-4 05/12/17 13:55 • (MSD) R3217844-5 05/12/17 14:15

Analyte	Spike Amount (dry) ug/kg	Original Result (dry) ug/kg	MS Result (dry) ug/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acetone	139	17.8	125	98.7	89.8	70.8	1	10.0-160			23.6	36
Benzene	27.9	U	20.0	19.6	71.6	70.4	1	13.0-146			1.73	27
Bromodichloromethane	27.9	U	20.7	21.4	74.3	76.6	1	15.0-142			3.12	28
Bromochloromethane	27.9	U	24.8	25.1	88.9	89.9	1	24.0-146			1.11	27
Bromoform	27.9	U	24.0	22.5	86.3	80.9	1	10.0-147			6.47	31
Bromomethane	27.9	U	24.7	27.7	88.6	99.4	1	10.0-160			11.5	32
n-Butylbenzene	27.9	U	14.4	11.1	51.8	39.9	1	10.0-154			25.9	37
sec-Butylbenzene	27.9	U	13.3	12.0	47.8	43.0	1	10.0-151			10.6	36
tert-Butylbenzene	27.9	U	13.2	11.8	47.4	42.3	1	10.0-152			11.3	35
Carbon disulfide	27.9	1.13	25.6	26.3	91.7	94.3	1	10.0-141			2.73	30
Carbon tetrachloride	27.9	U	21.7	22.7	77.8	81.3	1	13.0-140			4.39	30
Chlorobenzene	27.9	U	19.7	17.8	70.7	64.0	1	10.0-149			10.0	31
Chlorodibromomethane	27.9	U	25.4	23.6	91.0	84.6	1	12.0-147			7.22	29
Chloroethane	27.9	U	26.3	28.1	94.4	101	1	10.0-159			6.76	33
Chloroform	27.9	U	22.5	22.0	80.7	79.0	1	18.0-148			2.13	28
Chloromethane	27.9	U	27.5	30.8	98.7	110	1	10.0-146			11.3	29
Cyclohexane	27.9	U	21.5	21.2	77.0	76.2	1	70.0-130			0.960	24.6
1,2-Dibromo-3-Chloropropane	27.9	U	34.4	26.7	123	95.9	1	10.0-149			25.0	34
1,2-Dibromoethane	27.9	U	26.6	25.2	95.6	90.2	1	14.0-145			5.73	28
1,2-Dichlorobenzene	27.9	U	16.6	12.5	59.5	44.7	1	10.0-153			28.4	34

L907538-05 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-05 05/12/17 16:13 • (MS) R3217844-4 05/12/17 13:55 • (MSD) R3217844-5 05/12/17 14:15

Analyte	Spike Amount (dry) ug/kg	Original Result (dry) ug/kg	MS Result (dry) ug/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
1,3-Dichlorobenzene	27.9	U	12.5	11.0	44.9	39.3	1	10.0-150			13.2	35
1,4-Dichlorobenzene	27.9	U	16.2	12.0	58.1	43.2	1	10.0-148			29.4	34
Dichlorodifluoromethane	27.9	U	31.3	36.8	112	132	1	10.0-160			16.2	30
1,1-Dichloroethane	27.9	U	24.1	22.6	86.3	81.2	1	19.0-148			6.05	28
1,2-Dichloroethane	27.9	U	20.9	20.6	74.9	74.0	1	17.0-147			1.23	27
1,1-Dichloroethene	27.9	U	26.9	28.9	96.4	104	1	10.0-150			7.44	31
cis-1,2-Dichloroethene	27.9	U	24.0	24.6	86.1	88.2	1	16.0-145			2.41	28
trans-1,2-Dichloroethene	27.9	U	26.9	25.9	96.5	92.8	1	11.0-142			3.89	29
1,2-Dichloropropane	27.9	U	23.8	22.0	85.3	79.0	1	17.0-148			7.74	28
cis-1,3-Dichloropropene	27.9	U	25.0	23.6	89.7	84.8	1	13.0-150			5.61	28
trans-1,3-Dichloropropene	27.9	U	24.7	23.8	88.8	85.3	1	10.0-152			3.92	29
Ethylbenzene	27.9	U	18.8	16.2	67.6	58.3	1	10.0-147			14.8	31
2-Hexanone	139	U	234	229	168	165	1	12.0-158	J5	J5	2.17	30
Isopropylbenzene	27.9	U	14.9	13.5	53.4	48.5	1	10.0-147			9.75	33
p-Isopropyltoluene	27.9	U	12.8	11.8	46.0	42.3	1	10.0-156			8.35	37
2-Butanone (MEK)	139	6.30	186	165	133	118	1	10.0-160			12.2	33
Methyl Acetate	139	U	187	157	134	113	1	70.0-130	J5		17.6	28.3
Methyl Cyclohexane	27.9	U	19.2	18.7	69.0	67.1	1	70.0-130	J6	J6	2.71	28.3
Methylene Chloride	27.9	U	24.9	23.2	89.4	83.4	1	16.0-139			7.06	29
4-Methyl-2-pentanone (MIBK)	139	U	213	218	153	156	1	12.0-160			2.51	32
Methyl tert-butyl ether	27.9	U	24.2	22.7	86.8	81.4	1	21.0-145			6.46	29
Naphthalene	27.9	U	12.2	9.86	43.6	35.4	1	10.0-153			20.9	36
n-Propylbenzene	27.9	U	13.7	12.2	49.3	43.8	1	10.0-151			11.8	34
Styrene	27.9	U	15.5	13.6	55.6	48.8	1	10.0-155			13.1	34
1,1,2,2-Tetrachloroethane	27.9	U	23.6	22.4	84.7	80.5	1	10.0-155			5.12	31
Tetrachloroethene	27.9	U	23.1	20.7	83.0	74.4	1	10.0-144			10.9	32
Toluene	27.9	U	19.5	18.1	69.9	65.0	1	10.0-144			7.35	28
1,1,2-Trichlorotrifluoroethane	27.9	U	23.2	25.9	83.2	92.9	1	10.0-153			11.0	33
1,2,3-Trichlorobenzene	27.9	U	9.01	6.65	32.3	23.9	1	10.0-153			30.1	40
1,2,4-Trichlorobenzene	27.9	U	10.5	7.53	37.5	27.0	1	10.0-156			32.6	40
1,1,1-Trichloroethane	27.9	U	23.9	25.6	85.7	91.9	1	18.0-145			7.01	29
1,1,2-Trichloroethane	27.9	U	25.6	25.0	92.0	89.6	1	12.0-151			2.68	28
Trichloroethene	27.9	U	24.6	24.6	88.1	88.4	1	11.0-148			0.380	29
Trichlorofluoromethane	27.9	U	25.3	28.5	90.8	102	1	10.0-157			11.9	34
1,2,4-Trimethylbenzene	27.9	0.546	14.0	12.1	50.1	43.5	1	10.0-151			14.0	34
1,3,5-Trimethylbenzene	27.9	0.298	14.1	12.4	50.7	44.3	1	10.0-150			13.5	33
Vinyl chloride	27.9	U	29.6	33.3	106	119	1	10.0-150			11.7	29
o-Xylene	27.9	0.360	16.9	14.9	60.5	53.6	1	10.0-143			12.0	35
m&p-Xylenes	55.7	0.680	34.5	30.1	61.9	54.0	1	10.0-144			13.7	34

L907538-05 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907538-05 05/12/17 16:13 • (MS) R3217844-4 05/12/17 13:55 • (MSD) R3217844-5 05/12/17 14:15

Analyte	Spike Amount (dry) ug/kg	Original Result (dry) ug/kg	MS Result (dry) ug/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
(S) Toluene-d8					*104*	*106*		*80.0-120*				
(S) Dibromofluoromethane					*94.1*	*94.5*		*74.0-131*				
(S) a,a,a-Trifluorotoluene					*99.5*	*104*		*80.0-120*				
(S) 4-Bromofluorobenzene					*80.6*	*90.7*		*64.0-132*				

Method Blank (MB)

(MB) R3217079-3 05/10/17 02:07

Analyte	MB Result ug/l	MB Qualifier	MB MDL ug/l	MB RDL ug/l
Anthracene	U		0.0140	0.0500
Acenaphthene	U		0.0100	0.0500
Acenaphthylene	U		0.0120	0.0500
Benzo(a)anthracene	U		0.00410	0.0500
Benzo(a)pyrene	U		0.0116	0.0500
Benzo(b)fluoranthene	U		0.00212	0.0500
Benzo(g,h,i)perylene	U		0.00227	0.0500
Benzo(k)fluoranthene	U		0.0136	0.0500
Chrysene	U		0.0108	0.0500
Dibenz(a,h)anthracene	U		0.00396	0.0500
Fluoranthene	U		0.0157	0.0500
Fluorene	U		0.00850	0.0500
Indeno(1,2,3-cd)pyrene	U		0.0148	0.0500
Naphthalene	0.0252	J	0.0198	0.250
Phenanthrene	U		0.00820	0.0500
Pyrene	U		0.0117	0.0500
(S) Nitrobenzene-d5	*85.9*			*31.0-160*
(S) 2-Fluorobiphenyl	*96.0*			*48.0-148*
(S) p-Terphenyl-d14	*85.8*			*37.0-146*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217079-1 05/10/17 01:23 • (LCSD) R3217079-2 05/10/17 01:45

Analyte	Spike Amount ug/l	LCS Result ug/l	LCSD Result ug/l	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Anthracene	2.00	1.74	1.96	87.2	98.1	64.0-142			11.8	20
Acenaphthene	2.00	1.73	1.89	86.7	94.5	66.0-132			8.61	20
Acenaphthylene	2.00	1.74	1.87	86.9	93.3	65.0-132			7.10	20
Benzo(a)anthracene	2.00	1.55	1.58	77.5	79.1	59.0-134			2.09	20
Benzo(a)pyrene	2.00	1.62	1.54	81.2	76.8	61.0-145			5.61	20
Benzo(b)fluoranthene	2.00	1.51	1.44	75.3	72.2	57.0-136			4.15	20
Benzo(g,h,i)perylene	2.00	1.49	1.28	74.3	63.8	54.0-140			15.3	20
Benzo(k)fluoranthene	2.00	1.73	1.66	86.4	82.9	57.0-141			4.07	20
Chrysene	2.00	1.67	1.70	83.4	85.2	63.0-140			2.18	20
Dibenz(a,h)anthracene	2.00	1.46	1.24	72.8	62.2	49.0-141			15.6	20
Fluoranthene	2.00	1.75	1.92	87.7	96.0	65.0-143			8.98	20
Fluorene	2.00	1.49	1.60	74.3	79.9	64.0-129			7.28	20
Indeno(1,2,3-cd)pyrene	2.00	1.52	1.35	76.1	67.3	53.0-141			12.2	20
Naphthalene	2.00	1.81	1.96	90.3	97.9	68.0-129			8.05	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217079-1 05/10/17 01:23 • (LCSD) R3217079-2 05/10/17 01:45

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	ug/l	ug/l	ug/l	%	%	%			%	%
Phenanthrene	2.00	1.57	1.68	78.4	84.2	62.0-132			7.13	20
Pyrene	2.00	1.61	1.76	80.7	88.0	58.0-156			8.71	20
(S) Nitrobenzene-d5				*87.1*	*89.5*	*31.0-160*				
(S) 2-Fluorobiphenyl				*90.2*	*95.7*	*48.0-148*				
(S) p-Terphenyl-d14				*80.9*	*80.9*	*37.0-146*				

Method Blank (MB)

(MB) R3217874-3 05/12/17 21:52

Analyte	MB Result ug/kg	MB Qualifier	MB MDL ug/kg	MB RDL ug/kg
Anthracene	U		0.600	6.00
Acenaphthene	U		0.600	6.00
Acenaphthylene	U		0.600	6.00
Benzo(a)anthracene	U		0.600	6.00
Benzo(a)pyrene	U		0.600	6.00
Benzo(b)fluoranthene	U		0.600	6.00
Benzo(g,h,i)perylene	U		0.600	6.00
Benzo(k)fluoranthene	U		0.600	6.00
Chrysene	U		0.600	6.00
Dibenz(a,h)anthracene	U		0.600	6.00
Fluoranthene	U		0.600	6.00
Fluorene	U		0.600	6.00
Indeno(1,2,3-cd)pyrene	U		0.600	6.00
Naphthalene	U		2.00	20.0
Phenanthrene	U		0.600	6.00
Pyrene	U		0.600	6.00
1-Methylnaphthalene	U		2.00	20.0
2-Methylnaphthalene	U		2.00	20.0
2-Chloronaphthalene	U		2.00	20.0
(S) Nitrobenzene-d5	*84.1*			*14.0-149*
(S) 2-Fluorobiphenyl	*83.9*			*34.0-125*
(S) p-Terphenyl-d14	*82.2*			*23.0-120*

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217874-1 05/12/17 21:10 • (LCSD) R3217874-2 05/12/17 21:31

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Anthracene	80.0	64.1	63.0	80.1	78.7	50.0-125			1.75	20
Acenaphthene	80.0	65.6	64.2	82.0	80.3	52.0-120			2.11	20
Acenaphthylene	80.0	65.0	63.6	81.2	79.5	51.0-120			2.17	20
Benzo(a)anthracene	80.0	63.8	62.1	79.7	77.6	46.0-121			2.70	20
Benzo(a)pyrene	80.0	60.5	57.7	75.6	72.2	42.0-121			4.64	20
Benzo(b)fluoranthene	80.0	64.6	63.8	80.7	79.7	42.0-123			1.27	20
Benzo(g,h,i)perylene	80.0	74.5	72.3	93.2	90.4	43.0-128			3.03	20
Benzo(k)fluoranthene	80.0	64.0	62.0	80.0	77.6	45.0-128			3.13	20
Chrysene	80.0	63.6	63.0	79.4	78.8	48.0-127			0.820	20
Dibenz(a,h)anthracene	80.0	71.5	69.1	89.4	86.3	43.0-132			3.49	20
Fluoranthene	80.0	67.3	66.6	84.2	83.3	49.0-129			1.10	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3217874-1 05/12/17 21:10 • (LCSD) R3217874-2 05/12/17 21:31

Analyte	Spike Amount ug/kg	LCS Result ug/kg	LCSD Result ug/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Fluorene	80.0	66.3	64.8	82.9	81.1	50.0-120			2.20	20
Indeno(1,2,3-cd)pyrene	80.0	73.0	70.4	91.2	88.1	44.0-131			3.52	20
Naphthalene	80.0	65.3	64.2	81.6	80.3	50.0-120			1.60	20
Phenanthrene	80.0	64.5	63.1	80.6	78.9	48.0-120			2.24	20
Pyrene	80.0	57.8	57.2	72.2	71.5	48.0-135			0.890	20
1-Methylnaphthalene	80.0	68.6	67.3	85.8	84.2	52.0-122			1.88	20
2-Methylnaphthalene	80.0	64.3	63.3	80.3	79.1	52.0-120			1.54	20
2-Chloronaphthalene	80.0	65.8	64.3	82.3	80.4	50.0-120			2.32	20
(S) Nitrobenzene-d5				*83.9*	*83.5*	*14.0-149*				
(S) 2-Fluorobiphenyl				*84.4*	*80.8*	*34.0-125*				
(S) p-Terphenyl-d14				*80.1*	*77.3*	*23.0-120*				

L907644-02 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L907644-02 05/13/17 02:27 • (MS) R3217874-4 05/13/17 02:48 • (MSD) R3217874-5 05/13/17 03:09

Analyte	Spike Amount ug/kg	Original Result ug/kg	MS Result ug/kg	MSD Result ug/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Anthracene	80.0	ND	36.9	35.3	46.2	44.2	1	20.0-136			4.44	24
Acenaphthene	80.0	ND	39.4	38.4	49.2	48.0	1	29.0-124			2.60	20
Acenaphthylene	80.0	ND	39.8	38.9	49.8	48.6	1	35.0-120			2.43	20
Benzo(a)anthracene	80.0	ND	39.1	37.7	48.9	47.1	1	13.0-132			3.88	27
Benzo(a)pyrene	80.0	ND	39.4	38.9	49.2	48.6	1	14.0-138			1.31	27
Benzo(b)fluoranthene	80.0	ND	37.5	36.5	46.9	45.6	1	10.0-129			2.77	31
Benzo(g,h,i)perylene	80.0	ND	46.0	44.3	57.5	55.4	1	10.0-133			3.70	30
Benzo(k)fluoranthene	80.0	ND	36.2	35.3	45.2	44.2	1	15.0-131			2.30	27
Chrysene	80.0	ND	38.5	36.9	46.8	44.9	1	15.0-137			4.04	25
Dibenz(a,h)anthracene	80.0	ND	46.0	44.2	57.5	55.2	1	15.0-132			4.12	27
Fluoranthene	80.0	ND	43.7	43.2	54.6	54.0	1	13.0-139			1.20	28
Fluorene	80.0	ND	39.2	38.0	49.0	47.5	1	27.0-122			2.96	22
Indeno(1,2,3-cd)pyrene	80.0	ND	45.1	43.4	56.4	54.3	1	11.0-133			3.80	29
Naphthalene	80.0	ND	44.4	44.0	52.6	52.0	1	18.0-136			1.04	21
Phenanthrene	80.0	ND	38.1	37.0	47.6	46.3	1	15.0-133			2.90	25
Pyrene	80.0	ND	34.8	33.7	42.6	41.2	1	11.0-146			3.21	29
1-Methylnaphthalene	80.0	ND	43.7	42.6	54.6	53.2	1	24.0-137			2.57	22
2-Methylnaphthalene	80.0	ND	41.3	40.4	51.6	50.5	1	23.0-136			2.29	22
2-Chloronaphthalene	80.0	ND	40.7	39.9	50.9	49.9	1	36.0-120			1.97	20
(S) Nitrobenzene-d5					*63.5*	*58.0*		*14.0-149*				
(S) 2-Fluorobiphenyl					*55.8*	*49.7*		*34.0-125*				
(S) p-Terphenyl-d14					*49.4*	*41.2*		*23.0-120*				

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Abbreviations and Definitions

SDG	Sample Delivery Group.
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL (dry)	Reported Detection Limit.
RDL	Reported Detection Limit.
U	Not detected at the Reporting Limit (or MDL where applicable).
RPD	Relative Percent Difference.
(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
Rec.	Recovery.

Qualifier	Description
J	The identification of the analyte is acceptable; the reported value is an estimate.
J2	Surrogate recovery limits have been exceeded; values are outside lower control limits.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
J7	Surrogate recovery cannot be used for control limit evaluation due to dilution.
V	The sample concentration is too high to evaluate accurate spike recoveries.

ESC Lab Sciences is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our "one location" design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be **YOUR LAB OF CHOICE.**
* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

State Accreditations

Alabama	40660	Nevada	TN-03-2002-34
Alaska	UST-080	New Hampshire	2975
Arizona	AZ0612	New Jersey–NELAP	TN002
Arkansas	88-0469	New Mexico	TN00003
California	01157CA	New York	11742
Colorado	TN00003	North Carolina	Env375
Conneticut	PH-0197	North Carolina [1]	DW21704
Florida	E87487	North Carolina [2]	41
Georgia	NELAP	North Dakota	R-140
Georgia [1]	923	Ohio–VAP	CL0069
Idaho	TN00003	Oklahoma	9915
Illinois	200008	Oregon	TN200002
Indiana	C-TN-01	Pennsylvania	68-02979
Iowa	364	Rhode Island	221
Kansas	E-10277	South Carolina	84004
Kentucky [1]	90010	South Dakota	n/a
Kentucky [2]	16	Tennessee [1 4]	2006
Louisiana	AI30792	Texas	T 104704245-07-TX
Maine	TN0002	Texas [5]	LAB0152
Maryland	324	Utah	6157585858
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	109
Minnesota	047-999-395	Washington	C1915
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA
Nebraska	NE-OS-15-05		

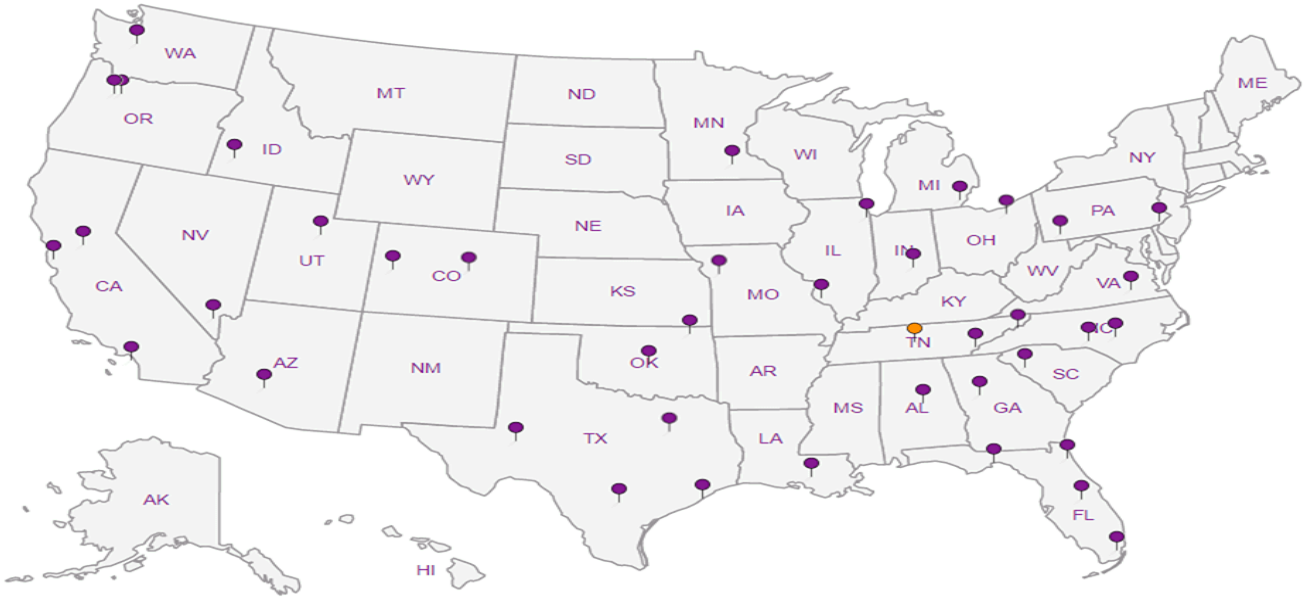
Third Party & Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP,LLC	100789
A2LA – ISO 17025 [5]	1461.02	DOD	1461.01
Canada	1461.01	USDA	S-67674
EPA–Crypto	TN00003		

[1] Drinking Water [2] Underground Storage Tanks [3] Aquatic Toxicity [4] Chemical/Microbiological [5] Mold [n/a] Accreditation not applicable

Our Locations

ESC Lab Sciences has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. **ESC Lab Sciences performs all testing at our central laboratory.**



Lender Consulting Services - NY

40 La Riviere Dr., Ste. 120
Buffalo, NY 14202

Billing Information:
Accounts Payable
40 La Riviere Dr., Ste. 120
Buffalo, NY 14202

Pres Chk

Report to: Mr. Doug Reid

Email To: LCSBNY@esclabsciences.com,dreid@lenderconsulti

Project Description: Commercial Property

City/State Collected: Syracuse, NY

Phone: 716-845-6145
Fax: 716-845-6164

Client Project # 17S910.22

Lab Project # LCSBNY-17S91022

Collected by (print): Shane Kessler

Site/Facility ID #

P.O. #

Collected by (signature):

Immediately Packed on Ice N ___ Y X

Rush? (Lab MUST Be Notified)
___ Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote #

Date Results Needed: STD TAT

Analysis / Container / Preservative

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No. of Cntrs	Metals 250mlHDPE-HNO3	PAHSIMLVID 40mlAmb-NoPres-WT	RCRA mtls, TS 2ozClr-NoPres	SV8270PAHSIMD 4ozClr-NoPres	V8260TCLC 40ml/NaHSO4/Syr/MeOH	V8260TCLC 40mlAmb-HCl	VOC Screen 2ozClr-NoPres				Remarks	Sample # (lab only)
BH1	Grab	SS	14-16	5/3	910	6			X	X	X		X					01
BH3		SS	6-8		1030	6			X	X	X		X					02
BH8		SS	10-12		1330	6			X	X	X		X					03
BH9		SS	6-8		1445	6			X	X	X		X					04
BH11		SS	10-12	5/4	845	6			X	X	X		X					05
BH12		SS	2-4		915	6			X	X	X		X					06
BH13		SS	10-12		945	6			X	X	X		X					07
BH16 (under Concrete)		~~SS~~ GW	0-6"		1200	6	X	X	X	X	X	X	X					08
BH17		~~SS~~ GW	0-6"		1230	6	X	X	X	X	X	X	X					09
BH18		~~SS~~ GW	0-6"		1245	6	X	X	X	X	X	X	X					10

* Matrix:
SS - Soil AIR - Air F - Filter
GW - Groundwater B - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks:

pH _____ Temp _____

Flow _____ Other _____

Samples returned via: __ UPS __ FedEx __ Courier __ _____

Tracking # 7263 8332 7777

Chain of Custody Page ___ of ___

ESC LAB SCIENCES
YOUR LAB OF CHOICE
12065 Lebanon Rd
Mount Juliet, TN 37122
Phone: 615-758-5858
Phone: 800-767-5859
Fax: 615-758-5859

L# 907538
D153

Acctnum: LCSBNY
Template: T122892
Prelogin: P597973
TSR: 364 - T. Alan Harvill
PB: 4-21-17 6m
Shipped Via: FedEx Ground

Sample Receipt Checklist:
COC Seal Present/Intact: NP Y N
COC Signed/Accurate: Y N
Bottles arrive intact: Y N
Correct bottles used: Y N
Sufficient volume sent: Y N
If Applicable
VOA Zero Headspace: Y N
Preservation Correct/Checked: Y N

Trip Blank Received: Yes / No HCL / MeoH TBR

Temp: 2.4 °C Bottles Received: 71

If preservation required by Login: Date/Time

Hold: Condition: NCF / OK

Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)
	5/5/2017	1500	
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)
Relinquished by: (Signature)	Date:	Time:	Received for lab by: (Signature)

Date: 5-6-17 Time: 0900

Lender Consulting Services - NY

40 La Riviere Dr., Ste. 120
Buffalo, NY 14202

Billing Information:
Accounts Payable
40 La Riviere Dr., Ste. 120
Buffalo, NY 14202

Pres Chk

Report to: Mr. Doug Reid

Email To: LCSBNY@esclabsciences.com,dreid@lenderconsulti

Project Description: Commercial Property

City/State Collected: Syracuse NY

Phone: 716-845-6145
Fax: 716-845-6164

Client Project # 17S910.22

Lab Project # LCSBNY-17S91022

Collected by (print): Shane Kessler

Site/Facility ID #

P.O. #

Collected by (signature):

Immediately Packed on Ice N ___ Y ___

Rush? (Lab MUST Be Notified)
___ Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote #

Date Results Needed: STAT

Analysis / Container / Preservative

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No. of Cntrs	Metals 250mlHDPE-HNO3	PAHSIMLVID 40mlAmb-NoPres-WT	RCRA mtls, TS 2ozClr-NoPres	SV8270PAHSIMD 4ozClr-NoPres	V8260TCLC 40ml/NaHSO4/Syr/MeOH	V8260TCLC 40mlAmb-HCl	VOC Screen 2ozClr-NoPres				Remarks	Sample # (lab only)
		~~SW~~				5	X	X				X						
		GW				5	X	X				X						
		GW				5	X	X				X						
		GW				5	X	X				X						
BH21	Grab	SS	6-8	5/5	1030	6			X	X	X		X					M
		~~SS~~																
TPMW 2	Comp	GW	—	5/5	1230	5	X	X				X						12

* Matrix:
SS - Soil AIR - Air F - Filter
GW - Groundwater B - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks: GW For Metals: Please Filter + preserve

pH _____ Temp _____
Flow _____ Other _____

Samples returned via:
__ UPS __ FedEx __ Courier __ _____

Tracking #

Sample Receipt Checklist
COC Seal Present/Intact: __NP __Y __N
COC Signed/Accurate: __Y __N
Bottles arrive intact: __Y __N
Correct bottles used: __Y __N
Sufficient volume sent: __Y __N
If Applicable
VOA Zero Headspace: __Y __N
Preservation Correct/Checked: __Y __N

Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)
	5/5/2017	1500	
Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)
Relinquished by : (Signature)	Date:	Time:	Received for lab by: (Signature)

Trip Blank Received: Yes / No
HCL / MeoH
TBR

Temp: 2.4m °C Bottles Received: 71

If preservation required by Login: Date/Time

Date: 5-6-17 Time: 0900

Hold:

Condition: NCF / OK

Chain of Custody Page ___ of ___

ESC LABORATORY SCIENCES
YOUR LAB OF CHOICE
12065 Lebanon Rd
Mount Juliet, TN 37122
Phone: 615-758-5858
Phone: 800-767-5859
Fax: 615-758-5859

L# 907572

Table #

Acctnum: LCSBNY

Template: T122892

Prelogin: P597973

TSR: 364 - T. Alan Harvill

PB: 4-21-17

LIMITATIONS

This environmental study is limited by the scope of services contained within this report and time frames specified within the contract for services.

This environmental study makes no warranties nor implies any liability regarding:

1. Any impacted media located beneath the on-site structure(s).
2. Any chemical analytes not included within the analytical test methods employed during this study.
3. Any impacted media present from off-site sources not assessed.
4. Any impact at locations and depths not assessed in this study.
5. Any impact at locations where access was limited (i.e., beneath structures, etc.).
6. Vapor Intrusion.

Conclusions and/or recommendations made within the study are based on the interpretation of data collected at individual sample locations and may change if additional data is collected during future study. Conditions between sampling locations are estimated based on available data. Intrusive studies serve to reduce, but not eliminate, the potential environmental risk associated with a property. No study is considered all-inclusive or representative of the entire subject property. Such would be cost prohibitive.

LCS INC.
Environmental and Real Estate Consultants

ASTM E1527-13 All Appropriate Inquiries Phase I Environmental Site Assessment Report For The Property Identified As:

Commercial Property (Post Standard Building) 101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street) Syracuse, New York 13202

LCS PROJECT NO. 16S7075.39

PREPARED FOR:

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BASED ON A SITE INVESTIGATION CONDUCTED ON NOVEMBER 24, 2016, BY MR. SHANE KESSLER
INTERVIEWS CONDUCTED BY: MR. KESSLER AND OVERSEEN BY MR. ALAN SCHENK

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DECEMBER 30, 2016

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY
- 1.1 REPORT FINDINGS
  - 1.1.1 Site Description
  - 1.1.2 Site Reconnaissance
  - 1.1.3 Site History
  - 1.1.4 Regulatory Information
  - 1.1.5 Interviews
  - 1.1.6 Other Findings
- 1.2 SUMMARY
- 1.3 DATA GAPS
- 1.4 RELIANCE AND DECLARATION

2.0 PURPOSE

3.0 SCOPE OF WORK

4.0 SUBJECT PROPERTY/VICINITY DESCRIPTION
- 4.1 SITE RECONNAISSANCE
- 4.2 ADJACENT SITE USE
- 4.3 SUBJECT SITE PHOTOGRAPHS
- 4.4 SUMMARY OF OBSERVATIONS OF POTENTIAL CONCERN

5.0 SUBJECT PROPERTY HISTORY AND USE
- 5.1 HISTORIC AERIAL PHOTOGRAPHS
- 5.2 HISTORICAL MAPS/DIRECTORIES
- 5.3 MUNICIPAL RECORDS
- 5.4 PREVIOUS STUDY
- 5.5 SUMMARY OF HISTORIC USES

6.0 PHYSICAL AND HYDROGEOLOGIC SETTING
- 6.1 GEOLOGY
- 6.2 HYDROLOGY

7.0 REGULATORY INFORMATION
- 7.1 DATABASE
  - 7.1.1 Regulatory Agency File and Record Review
- 7.2 ENFORCEMENT ACTIONS/PERMITTED ACTIVITIES/INSTITUTIONAL CONTROLS
- 7.3 INTERVIEWS/USER PROVIDED INFORMATION
- 7.4 SUMMARY OF REGULATORY/USER PROVIDED INFORMATION

8.0 RADON

9.0 WETLANDS

TABLE OF CONTENTS (continued)

10.0 APPENDIX
- 10.1 SITE LOCATION MAP/USGS QUADRANGLE MAP
- 10.2 SITE MAPS
- 10.3 SITE CONDITION REPORT
- 10.4 SITE PHOTOGRAPHS
- 10.5 OWNER/OPERATOR QUESTIONNAIRE
- 10.6 REGULATORY INFORMATION
- 10.7 MUNICIPAL INFORMATION
- 10.8 AERIAL PHOTOGRAPHS
- 10.9 HISTORICAL INFORMATION
- 10.10 HYDROLOGIC/HYDROGEOLOGIC INFORMATION
- 10.11 USER PROVIDED INFORMATION
- 10.12 LIMITATIONS
- 10.13 USER RESPONSIBILITIES
- 10.14 USER PROTECTIONS

11.0 PERSONNEL QUALIFICATIONS

12.0 REFERENCES

13.0 ACRONYMS/ABBREVIATIONS

1.0 EXECUTIVE SUMMARY

1.1 REPORT FINDINGS

The following details the environmental professional's specific findings of LCS' all appropriate inquiries of the above-referenced site in accordance with ASTM E1527-13. It should be noted that this Phase I Environmental Site Assessment includes only a portion of what is required by the user to comply with all appropriate inquiries (See Appendix 10.13). This section is provided for convenience to the reader. The reader is encouraged to read the entire report.

This report was requested by the user for the purpose of identifying recognized environmental conditions on-site. It is LCS' understanding that this report is not intended to meet the all appropriate inquiries provisions necessary to qualify for landowner liability protections under CERCLA (See Appendix 10.13).

1.1.1 Site Description

The subject property is identified as commercial property, located at 101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street), City of Syracuse, Onondaga County, New York. The subject property tax map shows the subject property to measure approximately 4.7 acres. Refer to the Section *10.2 SITEMAPS.* The subject property is developed with a one to two-story, 119,570 square foot structure that was constructed in 1970. The subject structure includes vacant office space (approximately 50% of the structure), an industrial scale printing facility used by The Post Standard, and a parking garage. Exterior portions of the property included asphalt-paved parking areas (including a parking lot on the east side of Salina Street North), trees, landscaping, and concrete sidewalks.

1.1.2 Site Reconnaissance

The subject property is located in a highly developed commercial area. Public utility companies provide the following services to the subject property: electric; natural gas; water; and sanitary sewer.

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified:

- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- One approximately 1,000-gallon former printing ink AST was noted in the basement of the structure; such was noted to have a secondary containment system with no staining or evidence of a release.

1.1.3 Site History

The historical use of the subject property has been researched through review of historic maps, historic aerial photographs, municipal records, city directories, and/or other reasonably obtainable documents. In general, the historical site uses were determined to be as follows.

Date Range	Apparent Use	Source
At least 1892 through at least 1968	Developed with several residential and commercial structures, including tin shops (at least 1892-1911), furniture repair (at least 1950-1968), an industrial building (at least 1911), clothing factories (at least 1911), and paper box manufacturing (at least 1938-1961)	Aerial photographs, Sanborn maps, and city directories
1970 through present	Developed with the existing structure utilized as a newspaper publishing plant. A furniture store was located on the portion of the property east of Salina Street North in at least 1971.	Aerial photographs, Sanborn maps, city directories, site contact, municipal records, and site inspection

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on LCS' historical research:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- Two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968.
- Adjacent properties historically included tin shops, machine shop, a tire facility with a gasoline tank, and printing.

1.1.4 Regulatory Information

A review of regulatory database information and any additional regulatory information reviewed by LCS identified the following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property:

- According to the ERIS report, the subject property was identified in the following databases:
    - RCRA-CESQG with no unresolved violations listed.
    - UST facility with two 10,000-gallon gasoline UST installed in 1973 and closed-removed in 1998 and three USTs (one 10,000-gallon empty, one 1,000-gallon "other," and one 500-gallon "other") closed-removed on 9/22/2000.
    - NY Spills site with the following spills:
        - Spill No. 0007349 involved an unknown petroleum tank encountered during a building addition; this spill was opened on 9/22/2000.and was classified as "inactive" by the NYSDEC on 02/21/2001. Based on the dates of UST closures below, this spill is believed to have included three UST closures.
        - Spill No. 1400170 involved a report of repairs and oil changes in an auto sales garage and is classified as "inactive" by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.

1.1.4 Regulatory Information (continued)

- According to the ERIS report, adjacent properties were identified as:
  - Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street: former RCRA Generator (with no violations listed) and in the FINDS database.
  - MVA at North Salina and West Genesee Street: "inactive" NY Spills site.
  - 1 Clinton Square: former RCRA Generator (with no violations listed).
  - 4 Clinton Square: former RCRA Generator (with no violations listed).

1.1.5 Interviews

Interviews were conducted with various municipal representatives and/or other persons knowledgeable about the subject property.

No conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on these interviews, other than as included above.

1.1.6 Other Findings

LCS did not identify additional significant potential concerns.

1.2 SUMMARY

FINDINGS

This assessment has revealed no evidence of recognized environmental conditions[1] in connection with the subject property except for the following:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- Two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968. [These tanks appear to have been located in an area beneath the northern addition to the subject structure.]

[1] *Recognized environmental condition* is defined by the ASTM E1527-13 standard as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions."

FINDINGS (continued)

- According to the ERIS report, the subject property was identified as a UST facility with two 10,000-gallon gasoline UST installed in 1973 and closed-removed in 1998; no tank closure documentation was provided.
- Adjacent properties historically included tin shops, machine shop, a tire facility with a gasoline tank, and printing.

This assessment has revealed no evidence of controlled recognized environmental conditions[2] in connection with the subject property except for the following:

- According to the ERIS report, the subject property was identified as a NY Spill site with two releases:
    - Spill No. 0007349 involved an unknown petroleum tank encountered during a building addition; this spill was opened on 9/22/2000.and was classified as "inactive" by the NYSDEC on 02/21/2001. Based on the dates of UST closures below, this spill is believed to have included three USTs (one 10,000-gallon empty, one 1,000-gallon "other," and one 500-gallon "other") that are registered for the subject property and classified as closed-removed on 9/22/2000.
    - Spill No. 1400170 involved a report of repairs and oil changes in an auto sales garage and is classified as "inactive" by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.
- According to the ERIS report, the adjacent property at North Salina and West Genesee Street was listed as an "inactive" NY Spills site, associated with a motor vehicle accident.

While not considered recognized environmental conditions under the ASTM standard[3], LCS notes the following:

- One approximately 1,000-gallon former printing ink AST was noted in the basement of the structure; such was noted to have a secondary containment system with no staining or evidence of a release.
- According to the ERIS report, the subject property was identified as a RCRA-CESQG with no unresolved violations listed.
- According to the ERIS report, adjacent properties were identified as:
    - Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street: former RCRA Generator (with no violations listed) and in the FINDS database.
    - 1 Clinton Square: former RCRA Generator (with no violations listed).
    - 4 Clinton Square: former RCRA Generator (with no violations listed).

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[2] *Controlled recognized environmental condition* is defined by the ASTM E1527-13 Standard as a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). NOTE: A condition identified as a controlled recognized environmental condition does not imply that the environmental professional has evaluated or confirmed the adequacy, implementation, or continued effectiveness of the required control that has been, or is intended to be, implemented.

[3] This listing includes de minimis conditions and historic RECs. A de minimis condition is defined in ASTM E1527-13 as a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are nor recognized environmental conditions (RECs) or controlled RECs. An historic REC is defined as a past release of any hazardous substance or petroleum product that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls.

OPINION

Based on the above known or suspect recognized environmental conditions, LCS' opinion is summarized below.

Known or Suspect RECs	Rationale/Opinion
On-site industrial printing operations since 1970, historic industrial uses, and historic USTs	There is potential for impact to the subject property based on these uses/listings.
Historic adjacent properties of potential concern	Although there is the potential for on-site impact from such operations, LCS did not discover any visual evidence or records suggesting a significant concern.
Controlled RECs	**Rationale/Opinion**
On-site and adjacent "inactive" spills	These releases have been remediated to the satisfaction of the NYSDEC.

CONCLUSIONS

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 of 101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street), Syracuse, New York, the subject property. Any exceptions to, or deletions from, this practice are described in Section 1.3 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following:

- On-site industrial printing operations since 1970
- Historic on-site industrial uses
- Two on-site USTs removed with no documentation provided
- Historic adjacent properties of potential concern

1.3 DATA GAPS

The following data gaps[4] were encountered in completion of this inquiry:

Type of Data Gap	Details of Data Gap	Sources Consulted	Significance
Historical Use	Historical uses for each five year period were not obtained.	Aerial photographs, Sanborn Maps, city directories, historic topographic maps, municipal records, and site contact	While data for each year was not obtained, the data did provide relatively complete records of site uses.

[4] A data gap is defined by 40 CFR 312.10 as "a lack of or inability to obtain information required by the standards and practices" of preparation of this document "despite good faith efforts by the environmental professional" or others to gather such information.

1.3 DATA GAPS (continued)

Type of Data Gap	Details of Data Gap	Sources Consulted	Significance
Site Reconnaissance	LCS' observations of the subject property were limited due to parked vehicles, stored materials, machinery, and some snow cover. Additionally, only representative office spaces were inspected. Furthermore, LCS was accompanied by the potential purchaser of the property (as opposed to an owner/occupant), thus property boundaries were approximated and background information was limited.	N/A	Not anticipated to be significant based on information reviewed to date.
Regulatory Review	Complete responses from regulatory agencies yet to be received.	City of Syracuse and NYSDEC	Not anticipated to be significant based on information reviewed to date.
Interviews	LCS was not able to contact historic owners and/or occupants. In addition, a completed LCS Owner/Operator Questionnaire was not provided to LCS.	Current owners and municipal records for historic ownership information.	LCS cannot be liable for information known to current or previous owners/occupants and not shared with LCS.

To the best of LCS' knowledge, the information contained in this report is true and accurate. LCS personnel have exercised due diligence in the compilation of the information contained herein appropriate to environmental professionals engaged in investigations of this sort. LCS makes no guarantees regarding the accuracy of information gained from other sources.

Refer to Section 10.12 for additional limitations.

1.4 RELIANCE AND DECLARATION

LCS authorizes NHW Syracuse, LLC to use the above-referenced LCS report in order to determine its interest in the said subject property.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR 312.10. [See Qualifications in Section 11.]

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR part 312.



Mary Beth Facklam
Environmental Professional

2.0 PURPOSE

The primary purpose of this study was to document the inquiry of the environmental professional for all appropriate inquiries for the subject property. The scope is intended to identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property. LCS understands that the report is not intended for CERCLA protection for land owners.

3.0 SCOPE OF WORK

This Environmental Assessment report has been prepared in accordance with "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM E 1527-13. This standard was devised to address the site assessment portion for *Innocent Landowners, Standards for Conducting All Appropriate Inquiries* (40 CFR 312). The scope of work is intended to identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property, via the following task.

A) Review of information provided by the person seeking liability protection relative to: environmental cleanup liens; specialized knowledge or experience regarding the subject property; relationship of the purchase price to the fair market value of the property, if the property were not contaminated; and, commonly known or reasonably available information about the subject property.

B) Interviews with past and present owners, operators and occupants.

C) Review of historical sources of information documenting the subject property's first use.

D) Review of Federal, State, tribal and local government records, as defined in 40 CFR 312.26.

E) A visual inspection of the subject property and adjoining properties (to the extent possible).

F) Preparation of this written report on all appropriate inquiries.

4.0 SUBJECT PROPERTY/VICINITY DESCRIPTION

4.1 SITE RECONNAISSANCE

A visual site review of the subject property was completed to document site conditions and to identify recognized environmental conditions. The site reconnaissance included a walkthrough of select office spaces, common areas, printing areas and all exterior areas. Limitations also included stored materials/machinery, parked vehicles, and some snow cover.

Additionally, LCS was accompanied by the potential purchaser (as opposed to an owner/occupant) during the site reconnaissance, thus property boundaries were approximated and background information was limited.

The following summarizes LCS' observations.

Current Owner/Operator Interviews

The owner of the subject property had been identified as The Herald Publishing Company LLC.

At the time of the site inspection, LCS was accompanied by Mr. Chuck Wallace (potential purchaser associated with the subject property for approximately one year), who provided access and background information about the subject property. Such information has been incorporated herein.

The LCS Owner/Operator Questionnaire was given to Mr. Wallace on November 22, 2016 to forward to the current owner/operator for completion. As of the date of this report, LCS has yet to receive the completed questionnaire. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

Overview

General Site Information	
Name of Site	Commercial property
Site Address	101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street)
Municipality, County, State	City of Syracuse, Onondaga County, New York
Fronting Streets	North Salina Street, West Genesee Street, North Clinton Street, and Herald Place
Site Size (acres)	4.67
Site Elevation (feet above mean sea level)	Approximately 400
Site Topography	Level-at-grade
Nearest Water Body (Name/Distance)	Onondaga Creek/approximately 1,100 feet west
Exterior Conditions/Improvements	Asphalt-paved parking areas (including a parking lot on the east side of Salina Street North), trees, landscaping, and concrete sidewalks

Overview (continued)

Building Information	
No. Buildings	One
Square Footage of Building	119,570
No. Stories	One to two
Basement Present?	Full
Roof Type/Age	Flat/age unknown
Current Building Uses	Vacant offices and industrial printing facility
Heating System	Natural gas
Building Construction Date	1970
Utilities Provided	All public
Wastes Generated	General refuse, recyclables, waste cleaner, and waste oils

Refer to Sections *10.2 SITE SURVEY/TAX MAP*, *10.3 SITE CONDITION REPORT* and *10.5 OWNER/ OPERATOR QUESTIONNAIRE.*

Storage Tanks

At the time of the site inspection, the following tank was noted on-site.

Characteristics	Tank #1
AST/UST	AST
Location	Basement
Registered/Permitted (Dates)	N/A
Date of Last Test	N/A
Capacity	Approximately 1,000-gallons
Product	Reportedly empty (formerly ink)
Single/Double Walled	Double with secondary containment system
Installation Date	Unknown
Type of Monitoring System	Visual
Any releases/spills?	None noted
Status (active/not in-use/closed)	Inactive

A water tank was also noted within the subject structure.

See Regulatory and Historical information below for additional information regarding on-site tanks.

Hazardous or Regulated Materials

In addition to the tank noted above, hazardous and/or regulated materials were noted stored and utilized on the subject property at the time of the site inspection. These were as follows:

Material	Storage Location	Approximate Quantities On-Site
General cleaning supplies	Containers of five-gallons or less throughout the printing facility	Several
Water treatment chemicals (for HVAC, water systems, etc.)	Containers of 55-gallons or less in mechanical/utility rooms	Several

Hazardous or Regulated Materials (continued)

Material	Storage Location	Approximate Quantities On-Site
Lubricants (for machines)	Containers of 55-gallons or less throughout the printing facility and basement	Several
Printing inks and other chemicals	Containers of 55-gallons or less throughout the basement	Several

Many of these materials/containers were noted stored in secondary containment systems. Some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact.

Some staining was noted to concrete floors and walls in the printing and maintenance areas at the time of the site inspection. Relevant MSDS, if provided, are included in the appendix of this report.

There were no visible signs of unidentified substance containers (unlabeled drums, etc.) noted at the time of the site inspection.

Solid, Hazardous or Regulated Waste

Operations on the subject property produce general wastes associated with commercial operations. Refuse and recyclables are stored in various containers; the waste transporter was not provided. Hazardous and/or regulated wastes are also generated on-site and are, as detailed below.

Material	Source/Process	Storage Location	Approximate Quantity On-Site	Transporter
Waste solvents and waste oils	Machine parts maintenance	Parts washer, 55-gallon drums, and smaller containers in the maintenance shop and basement storage areas	One parts washer and several containers	Safety Kleen

Any relevant disposal documentation, if provided, is included in the appendix of this report.

Staining, Corrosion, Stressed Vegetation and/or Dead Vegetation

During the LCS site reconnaissance, there were no stained soils, stained pavement, stressed vegetation or corroded surfaces noted on-site.

Fill Dirt or Land Disposal

During the LCS site reconnaissance, there was no evidence of placement of fill dirt or land disposal activities currently or previously conducted on-site.

Wastewaters

The subject property is served by a municipal sewer system; however, the exact date of connection was not provided. Operations on the subject property may produce wastewaters that require treatment or monitoring. No floor drains were noted in the production areas, other than the floor grate in the basement with an unknown discharge point.

Wastewaters (continued)

Floor drains were noted in the restrooms and mechanical rooms and are reportedly connected into the municipal sewer system. Storm drains are located throughout the parking areas and parking garage; these reportedly discharge to the municipal sewer system.

There was no evidence of a current or historic private septic system or cesspool on the subject property. Additionally, there was no evidence of any pits, ponds or lagoons used in connection with waste treatment or waste disposal.

Potable Water Supply/Wells

The subject property is served by a municipal water supply system. There was no evidence of an active or abandoned supply well, drywell, monitoring well or irrigation well on-site.

Air Emissions

There were no process exhaust systems noted on-site at the time of the LCS site investigation.

Suspect PCBs

The following suspect PCB-containing materials were noted on-site.

Suspect PCB Container	Location	Owner	Evidence of Leaks (Y/N)
Transformer (pad-mounted)*	Approximately five throughout structure	Unknown	No
Elevators	Five throughout	Property owner	Minor leak noted
Fluorescent lights**	Throughout	Property owner	N/A

*Utility-owned transformers and any subsequent contamination that may result are the responsibility of the utility company.
**According to ASTM, PCB-containing light ballasts are not considered a recognized environmental condition.

Suspect ACMs

A cursory visual assessment for ACMs was undertaken as a part of this environmental site assessment. At the time of the cursory inspection, there were suspect ACMs located within the subject structure. Asbestos may be present in the following partial list of suspect materials:

Materials*	Location	Condition	Approx. Quantity of Damaged Materials
Ceiling Tiles – 2'x2'	Office areas	Good	None
Drywall and plaster	Throughout	Good	None
Floor tiles – various sizes	Throughout	Good	None
Roofing felts and/or materials	Roof	Good	None
Spray on fireproofing	Basement	Good	None

*It should be noted that a cursory visual assessment was conducted by LCS; the observations listed above are based on the limited areas observed during the LCS site reconnaissance, additional suspect materials may be present on-site.

Caution is recommended if renovation and/or remodeling of this facility are to take place. Prior to renovation, remodeling or demolition of this facility, a detailed asbestos inspection and sampling protocol is recommended. All federal, state and local government rules, laws and regulations must be followed.

Suspect Lead Based Paint

The Consumer Product Safety Commission banned the manufacture of lead-based paints for residential and commercial application in 1978; Federal regulations enforced this ban in 1993. Structures completed prior to 1978 may contain lead-based paints. The subject building was constructed in 1970 with a later addition, according to historic records. The possibility exists for the presence of lead-based paints in the existing structure. Painted surfaces, including walls, ceilings, doors, windows and exterior surfaces were noted during the site investigation.

The painted surfaces observed by LCS were in good condition with no significant peeling or chipping paint. If the painted surfaces peel, chip and/or are intended to be removed, safety precautions should be taken to prevent inhalation or digestion. This cursory lead-based paint review did not include identification of suspect lead-based paint dust associated with windows, doors, etc.

Lead in Drinking Water

According to public water analysis conducted by the City of Syracuse Department of Water, the 90th percentile for lead for the year 2012 was 0.014 mg/L. According to the USEPA, the action level applicable to municipal potable water supplies and distribution systems is 0.015 mg/L.

It should be noted that at the time of the site inspection, lead pipes were not noted within the subject structure. Such are possible due to the age of the subject structure.

Suspect Mold

Mold can germinate and colonize when a food source (i.e., drywall, wood, insulation, paper), a certain temperature and moisture are present. The speed of the growth all depends on the combination of these conditions; roof leaks often lead to accelerated mold growth. The musty odor commonly present with mold is associated with the mVOCs produced by molds. Some, but not all, molds produce a Mycotoxin that is considered a poison and may have negative health effects on humans.

At the time of the site inspection, there were no suspect mold covered areas or mold-related odors noted within the subject structure. This does not preclude the presence of molds in hidden areas (behind walls, moldings, etc.) or the potential for future mold growth.

Other Issues

At the time of the site inspection, LCS noted several printers and presses within the subject structure.

4.2 ADJACENT SITE USE

The adjacent properties were visually inspected from the subject property at the time of the site reconnaissance.

The surrounding property uses include the following:

Direction	Current Use	Apparent Past Use	Concerns
North:	Parking lot	Commercial	None
South:	Clinton Square park	Park	None
East:	Parking lots and commercial	Commercial	None
West:	Commercial	Commercial	None

4.3 SUBJECT SITE PHOTOGRAPHS

Photographs of the subject property were taken by LCS on November 24, 2016. Photographs were taken with the objective of documenting the physical condition of the subject property and any improvements thereon. Photographs are included in Appendix 10.4.

4.4 SUMMARY OF OBSERVATIONS OF POTENTIAL CONCERNS

Based solely on observations made during LCS' site reconnaissance, the following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified:

- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- One approximately 1,000-gallon former printing ink AST was noted in the basement of the structure; such was noted to have a secondary containment system with no staining or evidence of a release.

5.0 SUBJECT PROPERTY HISTORY AND USE

The historical use of the subject property has been researched through review of historic maps, historic aerial photographs, municipal records, city directories, historic topographic maps, and/or other reasonably obtainable documents. The following summarizes LCS' historical research.

5.1 HISTORIC AERIAL PHOTOGRAPHS

Historical aerial photographs serve to reveal former topography, buildings, structures and man-made works such as canals, lagoons and railroads that may have been altered or may no longer be in existence.

Historical aerial photographs were reviewed through www.historicaerials.com and www.google.com/earth. Changes in land use and general subject property characteristics were noted and are described below. Copies of the aerial photographs, if available, are included in Section *10.8 AERIAL PHOTOGRAPHS*. LCS' observations of the subject property and surrounding properties are detailed below.

YEAR/SITE	OBSERVATIONS/PROPERTY USES
1956	
Subject Property	Developed with several suspect commercial structures
North	Suspected commercial
South	Suspected commercial
East	Suspected commercial
West	Suspected commercial
1972 and 1995	
Subject Property	Developed with a portion of the existing structure and parking areas
North	Parking lot
South	Suspected commercial and park
East	Suspected commercial and parking lots
West	Suspected commercial
2003, 2006, 2011, and 2013	
Subject Property	Developed with the existing structure (in its current configuration) and parking areas
North	Parking lot
South	Suspected commercial and park
East	Suspected commercial and parking lots
West	Suspected commercial

None of the aerial photographs suggest environmental concerns, such as exterior storage areas, fill, disturbed areas, etc.

5.2 HISTORICAL MAPS/DIRECTORIES

Sanborn Maps

ERIS provided, and LCS reviewed, historical Sanborn maps. Based on those maps, included within the appendix of this report, the historical uses of the subject property and those of adjacent properties are described as below.

YEAR /SITE	OCCUPANTS/PROPERTY USE
1892	
Subject Property	Developed with several residential and commercial structures, including storefronts, tin shop, offices, large bakery operation, bank, offices, jail, and hotel
North	Residential and commercial
South	Clinton Square and Erie Canal
East	Commercial, including tin shops and a machine shop
West	Residential and commercial
1911	
Subject Property	Developed with several residential and commercial structures, including an industrial building, storefronts, tin shop, theater, National Biscuit Company, clothing factories, hotel, police department, and offices
North	Residential and commercial
South	Clinton Square and Soldiers & Sailors Monument
East	Commercial, including iron works/machine shop
West	Residential and commercial, including a repairing and painting garage
1950	
Subject Property	Developed with several residential and commercial structures, including a paper box factory with a paint store, repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, police department, Atlantic Building; two gasoline tanks were noted on the central portion of the site.
North	Residential and commercial
South	Clinton Square
East	Commercial
West	Residential and commercial, including printing and a garage with a gasoline tank
1951	
Subject Property	No coverage
North	No coverage
South	Clinton Square
East	No coverage
West	No coverage
1953	
Subject Property	Developed with several residential and commercial structures, including a paper box factory with a paint store, repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, police department, Atlantic Building; two gasoline tanks were noted on the central portion of the site.
North	Residential and commercial
South	Clinton Square
East	Commercial
West	Residential and commercial, including printing and a garage with a gasoline tank

Sanborn Maps (continued)

YEAR /SITE	OCCUPANTS/PROPERTY USE
1961	
Subject Property	Developed with several residential and commercial structures, including a paper box factory, repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, police department, Atlantic Building; two gasoline tanks were noted on the central portion of the site.
North	Commercial
South	Clinton Square park
East	Commercial
West	Residential and commercial, including a filling station and a furniture store with a gasoline tank
1968	
Subject Property	Developed with several residential and commercial structures, including repair shops (presumably associated with the furniture stores/warehouses), storefronts, offices, and The Atlantic Building; two gasoline tanks (located in the central portion of the site). Notes on this map indicate all buildings on the southern portion of the property were removed.
North	Parking lot and restaurant
South	Clinton Square park
East	Commercial
West	Residential and commercial, including a filling station and tire storage with a gasoline tank
1971	
Subject Property	Developed with a portion of the existing structure (built 1970), utilized as The Herald Co. newspaper publishing plant with offices and a press room; northern portion utilized for parking; furniture store
North	Undeveloped and a parking lot
South	Clinton Square park
East	Commercial
West	Residential and commercial, including a tire storage facility with a gasoline tank
1990	
Subject Property	Developed with a portion of the existing structure (built 1970), utilized as The Herald Co. newspaper publishing plant with offices and a press room; remainder utilized for parking
North	Undeveloped and a parking lot
South	Clinton Square park
East	Parking lots and commercial
West	Residential and commercial, including a tire storage facility with a gasoline tank

City Directories

LCS also reviewed a Historical Directory Report provided by ERIS, which researches former on-site occupants through available street directories. Based on ERIS' research, the following occupants of the subject property were identified:

- 1938, 1941, 1945: various commercial listings including Chas Jordan Paper Box Manufacturing
- 1949, 1953, 1957, 1961, and 1966: various commercial listings, none of obvious environmental concern
- 1970: vacant (235 Salina St. N), National Sleep Center furniture (216 Salina St. N)
- 1974: Herald-Journal Building side entrance (201 Salina St. N), National Sleep Center furniture (216 Salina St. N)
- 1977-1978, 1983, 1988, 1992, and 1996: Herald-Journal Building side entrance (201 Salina Street North)
- 1999: not listed
- 2004: David Gerber
- 2008, 2012: not listed
- 2016: Advance Central Services

Historic Topographic Maps

The subject property is included on the Syracuse West Quadrangle Topographic Map dated 1973 (1978). Due to the extensive development in the area of the subject property, individual structures are not indicated on this map.

Other Sources

According to the site contact, the existing subject structure was built in 1971 and was historically occupied by various media companies.

5.3 MUNICIPAL RECORDS

Municipal research available through local municipalities was completed by LCS and is summarized below.

Subject Property Information	
Sources	Onondaga County Property Search website and www.real-info.com
SBL Nos.	104.-08-01.0 (101-239 North Salina Street) 104.-05-07.0 (214 North Salina Street)
Size (acres)	4.67
Current Owner	The Herald Publishing Company LLC
Past Owners	The Herald Company Inc. and City of Syracuse
Square Footage of Buildings	119,570 (classified as manufacturing and offices)
Date of Construction	1971 [It should be noted that Sanborn maps indicate an earlier construction date of 1970.]
Utilities Provided	All public

There was no indication of historic heating systems or previous site development.

The Abstract of Title Search for the subject property was not available for review.

5.4 PREVIOUS STUDY

No previous studies were supplied to LCS for review relative to the subject property.

5.5 SUMMARY OF HISTORIC USES

The historical use of the subject property has been researched through review of historic maps, historic aerial photographs, municipal records, city directories and/or other reasonably obtainable documents, as detailed below.

Date Range	Apparent Use	Source
At least 1892 through at least 1968	Developed with several residential and commercial structures, including tin shops (at least 1892-1911), furniture repair (at least 1950-1968), an industrial building (at least 1911), clothing factories (at least 1911), and paper box manufacturing (at least 1938-1961)	Aerial photographs, Sanborn maps, and city directories
1970 through present	Developed with the existing structure utilized as a newspaper publishing plant. A furniture store was located on the portion of the property east of Salina Street North in at least 1971.	Aerial photographs, Sanborn maps, city directories, site contact, municipal records, and site inspection

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on LCS' historical research:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- Two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968.
- Adjacent properties historically included tin shops, machine shop, a tire facility with a gasoline tank, and printing.

6.0 PHYSICAL AND HYDROGEOLOGIC SETTING

The subject property is included on the Syracuse West Quadrangle Topographic Map dated 1973 (1978). Regional groundwater would appear to flow in a westerly direction based on a review of geological/soils and USGS quadrangle maps.

6.1 GEOLOGY

Bedrock mapping indicates that the subject property is underlain by bedrock of the Akron Dolostone, Cobleskill Limestone and Salina Group. Primarily the Syracuse Formation and the Cobleskill Limestone/Bertie and Camillus Formations comprised of dolostone, shale, salt and gypsum. Thickness ranges from 210 to 300 meters.

Mapping indicates the surficial geology of the area to consist primarily of lacustrine silt and clay. Lacustrine silt and clay was deposited in pro glacial lakes and is generally laminated and calcareous. It has the potential for land instability. The thickness varies up to 100 meters. Lacustrine silt and clay typically is not conducive to contamination migration.

6.2 HYDROLOGY

The subject property is situated regionally in the Seneca-Oneida-Oswego Rivers Major Drainage Basin and locally within the Upper Seneca River Sub-Basin.

The subject property does not have any open water bodies or surficial water bodies located on-site. Surface drainage appears to flow in a direction toward the lowest elevated points on-site and/or toward the closest storm drains on-site. Localized groundwater flow would be influenced by utilities, subsurface structures, etc. A site-specific hydrogeologic study would be required to confirm specific on-site groundwater flow direction.

7.0 REGULATORY INFORMATION

Regulatory information involving the subject property was obtained through a commercial database search company, interviews with local municipalities and/or other knowledgeable persons, FOIA requests, and user-supplied information. The following summarizes LCS' regulatory research.

The following information was reviewed in order to evaluate the potential for migration on-site or onto the subject property. [Migration is defined in ASTM E1527-13 as "the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface."] This evaluation included a review of regulatory records, hydrologic information, distance to the subject property and geologic information.

The following environmental records sources were reviewed.

Source	Date Contacted	Comment
ERIS	Dates for the databases are provided within the ERIS report.	See 7.1 below
City of Syracuse Code Enforcement Officer interview attempts	November 30 and December 7, 2016	See 7.3 below
City of Syracuse Clerk's Office FOIA	November 30, 2016	See 7.3 below
NYSDEC FOIA	December 2, 2016	See 7.3 below

7.1 DATABASE

Federal and state environmental regulatory information was provided by ERIS.

Refer to MAP FINDINGS SUMMARY pages within the ERIS report for a tabulated list of databases reviewed and sites identified within specified radii.

Any sites unplottable by ERIS were also reviewed, to the extent practical based on site name and address, to assess whether they are also present within their appropriate radii. Any listings for the subject property or any adjacent sites are included in the details below.

No sites were identified within the appropriate radii, except for the following:

SUBJECT PROPERTY:

According to the ERIS report, the subject property, listed as The Harold Company/Auto Garage at 101-115 North Salina Street, was identified as a NY Spills site:

- Spill No. 0007349 involved the discovery of an abandoned tank (of "unknown petroleum") during the construction of an addition for the subject structure; the tank was punctured accidentally and an unknown oil was presumably spilled to the ground. The tank was removed and soil sampling was conducted; this spill was opened on 9/22/2000.and was classified as "inactive" by the NYSDEC on 02/21/2001. [A status of "inactive" indicates the contamination may remain but no further remediation is required.] Based on the dates of UST closures below, this spill is believed to have included three UST closures.

SUBJECT PROPERTY (continued):

- Spill No. 1400170 involved a 2014 report of repairs and oil changes in an auto sales garage that was reportedly only used for auto sales; the oil was left on the ground and clean up was pending. This spill is classified as "inactive" by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.

The subject property was also listed as a UST facility under The Herald Company at Clinton Square with the following tanks listed:

- Tank No. 001: 10,000-gallon gasoline UST, installed in 1973 and closed-removed in 1998.
- Tank No. 002: 10,000-gallon gasoline UST, installed in 1973 and closed-removed in 1998.
- Tank No. 003: 10,000-gallon empty UST, installed in 1998 and closed-removed 9/22/2000.
- Tank No. 004: 1,000-gallon "other" UST, closed-removed 9/22/2000. (no installation date provided)
- Tank No. 005: 500-gallon "other" UST, closed-removed 9/22/2000.

The subject property was also listed in the Orphans Summary as The Herald Co. at Clinton Square; this listing was for a RCRA-CESQG with no unresolved violations listed.

ADJACENT SITES:

The following adjacent properties were also identified in the ERIS report:

- An east adjacent site, listed as Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street, was identified as a former RCRA Generator (with no violations listed) and in the FINDS database.
- A south adjacent site, listed as MVA at North Salina and West Genesee Street, was identified as a NY Spills site. Spill No. 1507501 involved a gasoline spill during a motor vehicle accident and is classified as "inactive" by the NYSDEC.
- A south adjacent site, listed as Fleet Bank at 1 Clinton Square was identified as a former RCRA Generator (with no violations listed).
- A southwest adjacent site, listed as The Clinton Exchange at 4 Clinton Square, was identified as a former RCRA Generator (with no violations listed).

While the Unplottable Summary included several properties on North Salina Street and West Genesee Street, it was not possible to assess whether they were proximate to the subject property.

OTHER LISTINGS:

The following sites were also identified in the ERIS report:

There is one NPL or "Superfund" hazardous waste site located within a one-mile radius of the subject property. This site is located over one-half mile from the subject property. This information is not considered a recognized environmental condition at the subject property based on the listed site due to the distance to the subject property.

There are five NYSDEC listed hazardous waste sites (equivalent to NPL sites) located within a one-mile radius of the subject property. The closest such site (NM-Syracuse Erie Boulevard MGP at 300 Erie Boulevard West) is located over one-eighth mile from the subject property; remediation is on-going at this site. This information is not considered a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property.

There is one CERCLIS/SEMS listed hazardous waste site located within a one-half mile radius of the subject property. This site (Otisca Oil at 900 North McBride Street) is located over one-quarter mile from the subject property and is listed as a removal site only, no site assessment work needed. This site is also listed as an Environmental Restoration Program site. This information is not considered a recognized environmental condition at the subject property based on the listed site due to the distance to the subject property and status of the listed site.

There is one CERCLIS-NFRAP/SEMS-Archive listed hazardous waste site located within a one-half mile radius of the subject property. This site is located over one-quarter mile from the subject property and is also listed as a CERCLIS site. This information is not considered a recognized environmental condition at the subject property based on the listed site due to the distance to the subject property and the status of the listed site.

There are 41 NYSDEC listed spill sites attributed to Leaking Tanks located within a one-half mile radius of the subject property and 22 additional NY Spill sites located within a one-eighth mile radius of the subject property. All of these spills are classified as either "inactive" or "closed." [A status of "closed" indicates the spill was remediated and the NYSDEC file closed with no further remediation required. A status of "inactive" indicates the contamination may remain but no further remediation is required. A status of "active" indicates further remediation or investigation is necessary.] This information is not a recognized environmental condition at the subject property based on the listed spill sites due to the "closed" or "inactive" status of the listed spills and/or the distance to the subject property.

There are two NYSDEC listed solid waste facilities located within a one-half mile radius of the subject property. These sites are located over one-quarter mile from the subject property. This information is not a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property.

There are 10 NYSDEC listed VCP sites located within a one-half mile radius of the subject property. The closest such site (432 North Franklin Street) is located over one-eighth mile from the subject property and is also a Brownfield site. This site is listed as completed. This information is not considered a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property and/or status of the listed sites.

OTHER LISTINGS (continued):

In addition to the site above, there are 12 NYSDEC listed Brownfield sites located within a one-half mile radius of the subject property. The closest such site (Washington Station at 333 West Washington Street) is located over one-eighth mile from the subject property. Investigations at this site discovered contaminated soil and groundwater. This information is not considered a recognized environmental condition at the subject property based on the listed sites due to the distance to the subject property.

The discussion included above regarding adjacent and/or nearby properties is based on information supplied to LCS as well as LCS' observations of nearby properties at the time of the site reconnaissance. It should be noted that any property can be affected by various sources of point and non-point source pollution. The number of reported spills and complaints in the vicinity of the subject property may be an indicator of point source pollution in the area of the subject property. Non-point sources are common in rural areas (e.g., runoff from agricultural fields). Further study would be required to positively confirm whether the subject property has been impacted by nearby properties. Refer to Section *10.6 REGULATORY INFORMATION*.

7.1.1 Regulatory Agency File and Record Review

All regulatory listings for the subject property and adjoining sites were evaluated in order to determine the need for a file and/or record review. The purpose of a regulatory file review would be to obtain sufficient information to assist in determining whether a listing indicates that RECs, Controlled RECs or de minimis conditions (including Historic RECs) exist on the subject property.

Based on that evaluation, the following was noted:

- Additional review of information for the subject property was completed through the NYSDEC Environmental Site Database Search website.
- Sufficient information was included in the database report to evaluate the adjacent property regulatory listings.

7.2 ENFORCEMENT ACTIONS/PERMITTED ACTIVITIES/INSTITUTIONAL CONTROLS

According to obtainable information to date, there have been no enforcement actions, orders or institutional controls imposed against the referenced subject property other than the spills discussed above.

According to obtainable information to date, the subject property appears to be subject to environmental permit activities associated with UST and RCRA listings as discussed above.

7.3 INTERVIEWS/USER PROVIDED INFORMATION

Local Regulators

Attempts to interview the City of Syracuse Code Enforcement Officer have been made by LCS. Additionally, a FOIA request was forwarded to the City of Syracuse Clerk's Office on November 30, 2016. As of the date on this report, LCS has not received a response. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

7.3 INTERVIEWS/USER PROVIDED INFORMATION (continued)

State Regulators
To augment the information provided by ERIS, a FOIA request was forwarded to the NYSDEC for information concerning the subject property. LCS received a spill report from the NYSDEC; any additional response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

User
LCS was informed that NHW Syracuse LLC maintains no specialized knowledge of environmental concerns at the subject property. As such, NHW Syracuse LLC could not provide useful answers to the ASTM 1527-13 Phase I Environmental Site Assessment User Questionnaire. [As required under 40 CFR 312, only those seeking liability protection under CERCLA must provide the environmental professional certain information and documentation.]

Current Owner/Operators
The LCS Owner/Operator Questionnaire was given to Mr. Chuck Wallace on November 22, 2016 to forward to the current owner/operator for completion.. As of the date of this report, LCS has yet to receive the completed questionnaire. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

Former Owner/Operators
As required by 40 CFR 312.23, LCS has attempted to contact and interview the former owners and/or operators of the subject property to discuss historic use and storage of hazardous substances. To-date, LCS has been unable to interview any relevant previous owners or operators.

7.4 SUMMARY OF REGULATORY AND USER PROVIDED INFORMATION

The following conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property were identified based on LCS' review of regulatory information:

- According to the ERIS report, the subject property was identified in the following databases:
  - RCRA-CESQG with no unresolved violations listed.
  - UST facility with two 10,000-gallon gasoline UST installed in 1973 and closed-removed in 1998 and three USTs (one 10,000-gallon empty, one 1,000-gallon "other," and one 500-gallon "other") closed-removed on 9/22/2000.
  - NY Spills site with the following spills:
    - Spill No. 0007349 involved an unknown petroleum tank encountered during a building addition; this spill was opened on 9/22/2000.and was classified as "inactive" by the NYSDEC on 02/21/2001. Based on the dates of UST closures below, this spill is believed to have included three UST closures.
    - Spill No. 1400170 involved a report of repairs and oil changes in an auto sales garage and is classified as "inactive" by the NYSDEC. LCS suspects that this spill is not for the subject property as an auto sales facility is not located on the subject property.
- According to the ERIS report, adjacent properties were identified as:
  - Niagara Mohawk A National Grid Co. at North Salina Street and East Willow Street: former RCRA Generator (with no violations listed) and in the FINDS database.
  - MVA at North Salina and West Genesee Street: "inactive" NY Spills site.
  - 1 Clinton Square: former RCRA Generator (with no violations listed).
  - 4 Clinton Square: former RCRA Generator (with no violations listed).

8.0 RADON

Radon is a radioactive gas that occurs naturally from the breakdown of uranium in rock. Radon can be found in high concentrations in soils and rock containing uranium, shale, granite, phosphate and pitchblende. Radon may also be found in soils contaminated with certain types of industrial wastes such as the byproducts from uranium or phosphate mining. Radon gas can move through small fractures in soil and rock and can seep into a structure through dirt floors, cracks in the floors and walls, drains, sumps pipes and pores. Radon has been associated with increased risks of developing lung cancer.

The NYSDOH Radon Detector Distribution Program report for January 2016 suggests an average basement radon reading of 6.81 pCi/L for the City of Syracuse. The NYSDOH recommends taking measures to reduce basement radon concentration to below 4.0 pCi/L. Although the average radon concentration for the area of the subject property is elevated, radon is not anticipated to pose a concern due to the assumed daily interior air changes within the structure.

9.0 WETLANDS

Due to the highly developed area in that the subject property is located, the lack of any surficial water bodies on-site, and the lack of any surficial soils, no delineated wetlands are suspected on-site or in the immediate area of the subject property.

10.0 APPENDIX

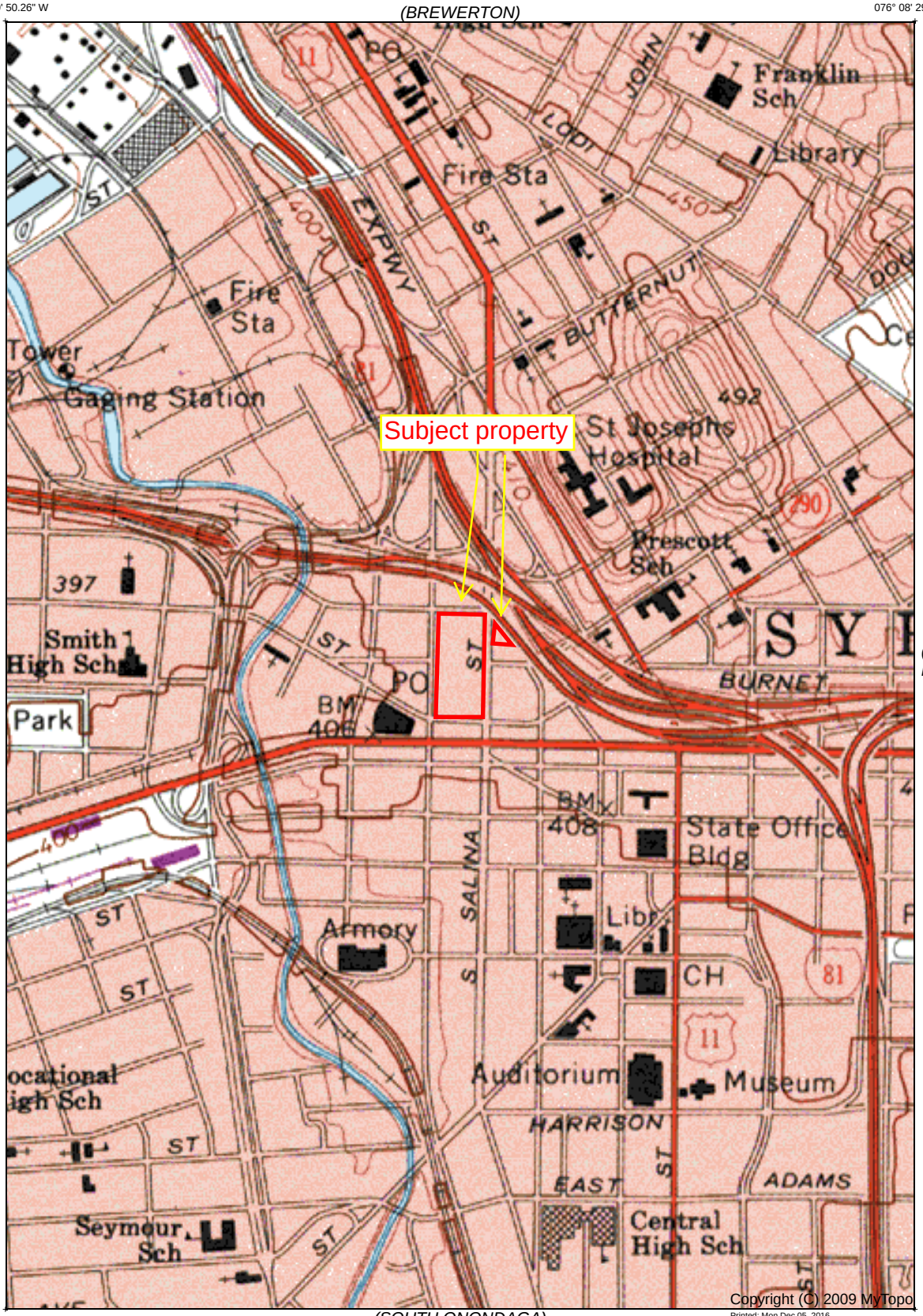
10.1 SITE LOCATION MAP/USGS QUADRANGLE MAP

SYRACUSE WEST QUADRANGLE
NEW YORK
TOPOGRAPHIC SERIES

(BALDWINSVILLE) (BREWERTON) (CICERO)

076° 09' 50.26" W
043° 03' 50.26" N

076° 08' 29.33" W
043° 03' 50.26" N



(CAMILLUS) (SYRACUSE EAST)

043° 02' 26.48" N
076° 09' 50.26" W

(SOUTH ONONDAGA)

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Printed: Mon Dec 05, 2016

043° 02' 26.48" N
076° 08' 29.33" W

(MARCELLUS) (JAMESVILLE)

Declination

MN GN

GN 0.78° W
MN 12.50° W

SCALE 1:12000

0.0 0.1 0.2 0.3 0.4 0.5
MILES

0 100 200 300 400 500 600 700 800 900
YARDS

0.0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8
KILOMETERS

CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM 1929

SYRACUSE WEST, NY
1973
Revised 1978

10.2 SITE MAPS



Initial Extent | Zoom In | Zoom Out | Bird's Eye | Street View | Pictometry | Identify | Sel

10.3 SITE CONDITION REPORT

LCS Project No.: 165 7075.39

LCS, INC. SITE CONDITION REPORT

LOAN: Purchase/refinance/foreclosure: Loan new to bank portfolio? Yes / No

DATE 11/24 EMPLOYEE NAME(s) Shane Hessler

PRESENT: (Mr)/Ms Chuck Wallace TITLE: Buyer Yrs. associated w/site 1

Mr/Ms & VP - VIP Structures TITLE: _____ Yrs. associated w/site _____

QUESTIONNAIRE: completed on-site or given to: Mr. Wallace Date 11/22

LIMITATIONS: paved surfaces/parked cars, stored materials

(No photos requested & of Printed Materials) **Roof Inspected?** (circle) (Yes) No

SITE INSPECTION INCLUDED: Int/Ext walk through

Int w/ Mr. Wallace. Add'l limitation: Mr. Wallace's limited knowledge

****DESCRIPTION OF CURRENT OPERATIONS (be specific, include tenants):**

Approximately ½ vacant office space, ½ Operational Printing* Company

General Site Information			
Name of Site	The Post Standard Building + (Parking 214)		
Site Address	101-239 + 214 N. Salina St.		
Municipality, County, State	City of Syracuse, Onondaga, NY		
Fronting Streets	N. Salina, James St, Clinton St., Herald Place,		
Site Size (acres)	4.66 Acres		
Site Topography (circle)	Level at grade or ____% Slope (N/S/E/W)		
Nearest Water Body	Onondaga Creek, ~1100 feet west		
Exterior Conditions/ Improvements (circle)	Outbuildings (#/type) _____ Asphalt Parking Green areas Trees Landscaping Concrete sidewalks		
Locality (circle)	Urban	Suburban	Rural
Area Development (circle)	Highly	Moderately	Lightly
Area Character (circle all that apply)	Industrial	Commercial	Residential
	Agricultural	Wooded	Fallow
Grounds (circle all that apply)	Fill material (type/location) _____		
	Dead/stressed vegetation (amt/location) _____		
	Debris/dumping (type/location) _____		
	Storm drains (location/discharge to) T.O. Parking Areas		

UTILITIES *Identify provider	**Utilities Provided (circle): Natural Gas _____ Electric _____**
	WATER (circle): PRIVATE: well location _____ or MUNICIPAL _____
	SEWER (circle): SEPTIC: date of last perc test _____
	or MUNICIPAL: connection date: _____
	EVIDENCE OF FORMER SEPTIC SYSTEM? NO YES, LOCATION _____

ACCORDING TO THE SITE CONTACT, PAST ON-SITE OPERATIONS INCLUDED (current buildings, historic buildings, DATES): Various media companies

ACCORDING TO THE SITE CONTACT, HISTORIC TENANTS INCLUDED: _____

* Industrial scale printing ops; newspapers, Ad flyers, etc.

LCS Project No.: 1657075.39

STRUCTURES (CONTINUED): **NOTE: ALWAYS USE ONE SHEET PER STRUCTURE**

Building Information			
Building Name:	Post Standard Bldg	Building Construction Date	1971
Sq. Ft. of Building:	1 Story - 58112 2 - 61458	No. Stories:	1 + 2
Building Use(s)/Operations	Vacant Commercial / Active Printing Ops		
Heating System/Location	Multiple Boilers, + Rob...	Heat Source:	Nat Gas
EVIDENCE OF FORMER HEATING SYSTEM?	NO	YES, TYPE	
Basement (circle)	(Full) / Partial / None		
Building Condition (circle)	Excellent Good ↔ Fair Poor		
Building Envelope (circle)	(Block) Poured Concrete (Steel) Wood (Brick)		
Siding (circle)	Wood Aluminum Vinyl Asbestos (Transite) (Brick) Glass		
Roof (circle)	(Flat) Peaked Flashings Mansard		
Elevator (circle)	No / (Yes) (location) 2 Passenger	Pit?	No
Floor drains (circle)	No (Yes) (location) BR's, 2 Freights	Discharge to: muni / septic / surface/ other	
Oil/Water Separator (circle)	(No) / Yes (location)	Age:	Serviced by:
Sump pit (circle)	No /Yes (location)	Discharge to: muni / septic / surface/ other	

NOTES:

Int: Lobby · 1in F.t., 2x2'C.T., Fl. lights, SR/SC
Vacant Area: Former division of Post Standard
2x2 C.T., SR/SC, Fl. lights, 12in S.t. - Open office space
↳Same on 2nd 4in tile in BR's
AC unit in computer room
Mech Penthouse: 2 large Chillers
Heat x-changers, water pumps, expansion tanks
Roof: stone Ballast, 2 Chiller systems/Condensers, +2 Large
↳Rubber membrane on NE, 8 RTUs, 2 Massive Air Handlers
Mech Room Cont: large Electric Boilers: 1
2 Boilers for "old Bldg" - 3 for Mailroom/Active Areas

Adj:
S- Clinton Square Park
N- Parking
E - Parking / Mixed use Bld (100 Clinton Square)
W - Mixed Commercial/Res; offices, restaurants

2 _____ (add a,b,c as needed

per Shane: Printing facility includes the loading dock space, warehouse space, printing areas and basement space; a small maintenance shop was also noted and is used for printing machine/parts maintenance. All the drums and the large former ink AST were noted in the basement.. All of the drums were full, some were stored on containment systems and some were stored on a metal grate which appears to be a catch basin. Unknown if there is a discharge point.

LCS Project No.: 165 7075.39

WELLS (DRYWELLS/INJECTION WELLS, etc):
LOCATIONS: _____ DEPTH: _____
USE OF WELL: _____ SAMPLE RESULTS: _____

PCBs:

Suspect PCB Container	#/Location	Owner	Evidence of Leaks	Labeled as non-PCB?
Transformer (pole-mounted)	All Subsurface	Private / Utility	Yes / No	Yes / No
Transformer (pad-mounted)	~5 / Interior	Private / Utility (unk)	Yes / No	Yes / No
Lifts			Yes / No	Yes / No
Elevators	5 / T.O.	Private	Yes / No Minor (1 only)	Yes / No
Fluorescent lights	T.O. Int	Private	Yes / No	Yes / No

BULK STORAGE TANKS: Total # USTS on-site: — **Total # ASTs on-site: _____**
Total # vents: _____ **Total # fills —** **Total # monitoring wells —**

Characteristics	Tank #1	Tank #2	Tank #3
AST/UST			
Location			
Registered/Permitted (Dates)			
Date of Last Test			
Capacity			
Product			
Single/Double Walled			
Age			
Type of Monitoring System			
Any releases/spills?			
Status (circle)	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed
Characteristics	**Tank #4**	**Tank #5**	**Tank #6**
AST/UST			
Location			
Registered/Permitted (Dates)			
Date of Last Test			
Capacity			
Product			
Single/Double Walled			
Age			
Type of Monitoring System			
Any releases/spills?			
Status (circle)	Active Inactive Closed	Active Inactive Closed	Active Inactive Closed

EVIDENCE OF ADDITIONAL USTs (VENT PIPES/FILL PORTS, ETC.; LOCATION):

_____

WERE ANY USTs **EXCAVATED** FROM or **FILLED** IN-PLACE ON PROPERTY? DATE: _____
CONTRACTOR NAME: _____ DOCUMENTATION AVAILABLE? _____
CONDITIONS IN AREA OF FORMER USTS (stained, stressed, dead vegetation/surfaces): _____

_____

ASTs: 1 1000g+ (Empty) Ink Tank
1 Water tank + Drums

LCS Project No.: 165707S.34

LEAD: Year Built: 1971 **(cut off date 1978)** Possible due to Age

Material/surface	Location	Approx. Quantity of Damaged Materials
Walls		
Ceilings		
Pipes, soldering		

ANY PREVIOUS LBP TESTING CONDUCTED ON-SITE? _____ NO _____ YES (obtain copy)

ASBESTOS: ****All building materials considered suspect ACMs, no cut off date**

Materials	Sizes/ Location	Condition (good, fair, poor)	Approx. Quantity of Damaged Materials**
Ceiling Tiles	2x2 / T.O. Int	OK	** —
Drywall and plaster	T.O. Int	OK	—
Floor tiles	1.m, 12.m, 9x9 (In Basement)	Good->Fair	unk
Roofing felts and/or materials	—		
Spray on fireproofing	—		
HVAC system insulating materials	—		

**** WATER STAINING SHOULD NOT BE INCLUDED HERE – INCLUDE IN SUSPECT MOLD SECTION**

IF UNDERGOING RENOVATION: IS O & M PLAN IN-PLACE? ____ WAS ACM SURVEY DONE? _____

ODORS: (circle)
SOLVENTS NATURAL GAS PETROLEUM OTHER
LOCATION: _____

SUSPECT MOLD: **YES** **or** **NO**

Location	Approximate Quantity

MOISTURE AND/OR MUSTY ODORS? _____ NO _____ YES
IF SO, WHERE? _____

LCS Project No.:

PERMITS (IF YES, OBTAIN COPIES): **(circle)**

NPDES/SPDES RCRA HAZ. WASTE SEWER DISCHARGE AIR EMISSIONS OTHER

HAZARDOUS MATERIALS *(INCLUDE 55-GALLON DRUMS)*:

Material	Source/ Process	Storage Container/Location	Approx. Quantity On-Site	Condition
Cleaning supplies	Gen M/ Cleaning of Prints	Machines 5g, 1g, & less/T.O	50-75g	Ok
water treatment chem	HVAC, water systems	55g, 5g, 1g./T.O.	(unk) 300g+	Ok
Lubricants	Mech. Systems	↓	(unk) 250g+	Ok
INK	Printing	55g / Basement	1600g +	Ok

ADEQUATE STORAGE PRACTICES? (circle) NO YES (Add comments if no.)
Almost all chemicals on site on 2nd Containment

MSDS'S (circle) NO YES (COPIES OR REVIEWED ON-SITE)

HAZARD COMMUNICATION PROGRAM? NO YES

UNLABELED/DAMAGED CONTAINERS:

WASTES:

Material	Source/ Process	Storage Container/ Location	Approx Quantity On-Site	Condition	Transporter
Solid	General Waste T.O.		unk		unk
Recycling	CB	Baled/Basement	unk	Ok	Unknown
Waste oil/ Parts Cleaner		Basement	W.O. 200g+/ Cleaner	Ok	Safety Kleen

Obtain copies of disposal receipts, if available.

LCS Project No.: 1657075.39

DRY CLEANERS:

CURRENT MACHINE TYPE? _____ AGE OF CURRENT MACHINE? _____
LOCATION OF MACHINE (basement, 1st floor, etc): _____
FORMER MACHINE TYPE? _____
HOW LONG HAS DRY CLEANING BEEN CONDUCTED ON-SITE? _____

FILM DEVELOPING/X-RAYS:

SILVER RECOVERY SYSTEM IN PLACE? _____ NO _____ YES
LEAD LINED WALLS FOR X-RAY ROOMS? _____ NO _____ YES

ADJACENT PROPERTIES:

List names and type of operations adjacent and next adjacent to subject property.

Direction	Current Use	Address (MUST INCLUDE)	Comments/Concerns (including past uses, if apparent)
North	Parking lot	Herald Place	If dry cleaner, circle one: Drop off or DC Plant
South	Clinton Square Park		If dry cleaner, circle one: Drop off or DC Plant
East	Parking/ Commercial Bldg	114-118 N. Salina	If dry cleaner, circle one: Drop off or DC Plant
West	Mixed Commercial	~200-315 N. Clinton St.	If dry cleaner, circle one: Drop off or DC Plant

GENERATORS: (firing source?) _____ **COMPRESSORS:**:(releases?) ~5, No

ADDITIONAL NOTES:

Additional Mechanical: Multiple Air handlers (15+) - (overall, whole Bldg)
Air Compressors: II Transformers: IN
2nd Floor: Printing area: 2 large Kodak Polychrome Printers Newsetter TH 180
Press Room: WIFAG OF 370 PCU Presses
- Cleaned @ night rags disposed of, Picked up -> Aramark Towel Mgt
Loading Docks: Hyd levelers: III
Basement: spray on fireproofing on steel
- Electrical Rm: - large transformer
- Mostly storage space - 9x9' F.t. in storage rooms

- Safety-Kleen Parts Cleaner

Chuck Wallace - C: 315 744 0714

LCS Project No.: 165707S.39

The Site Contact and the Owner (if not the same person) must be asked the following questions:

(1)Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property?

SITE CONTACT RESPONSE: Buyer

OWNER RESPONSE: _____

(2) Are you aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the property?

SITE CONTACT RESPONSE: _____

OWNER RESPONSE: _____

(3) Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

SITE CONTACT RESPONSE: _____

OWNER RESPONSE: _____

Also, ask for copies of any of the following:

- Environment site assessment *reports*,
- Environment compliance audit *reports*,
- Environmental permits (for example, solid waste disposal permits, *hazardous waste* disposal permits, *wastewater* permits, NPDES permits, *underground injection* permits),
- Registrations for underground and above-ground storage tanks,
- Registrations for *underground injection* systems,
- *Material safety data sheets*,
- Community right-to-know plan,
- Safety plans; preparedness and prevention plans; spill prevention, countermeasure, and control plans; etc.,
- *Reports* regarding hydrogeologic conditions on the *property* or surrounding area,
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the *property* or relating to *environmental liens* encumbering the *property*,
- *Hazardous waste* generator notices or *reports*,
- Geotechnical studies,
- Risk assessments, and
- Recorded activity and use limitations (AULs).

LCS INC.
Environmental and Real Estate Consultants

Project Number: 16S7075.39

Project Location: 101-239 & 214 North Salina Street, Syracuse, New York 13202

Date: 29-Nov-16

SITE SKETCH



↑
N

10.4 SITE PHOTOGRAPHS

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:

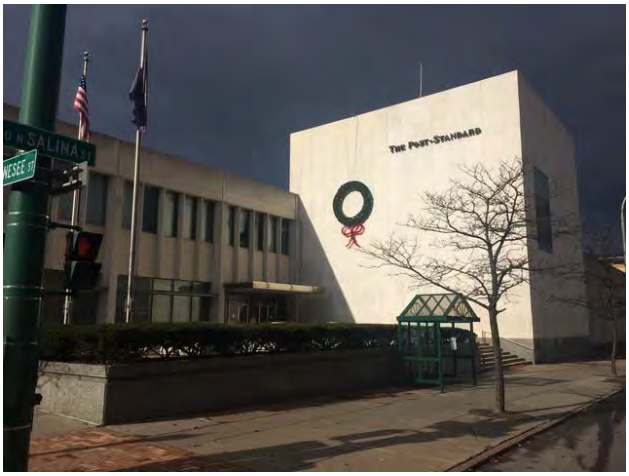


Photo 4:



Photo 1: View of the north and east sides of the building.

Photo 2: View of the east side of the building.

Photo 3: View of the south and east side of the building.

Photo 4: View of the south side of the building.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the west side of the building.

Photo 2: View of the north and west sides of the building.

Photo 3: View of the lobby.

Photo 4: View of the first floor office area (south end).

PHOTOGRAPH VIEWS

Photo 1:

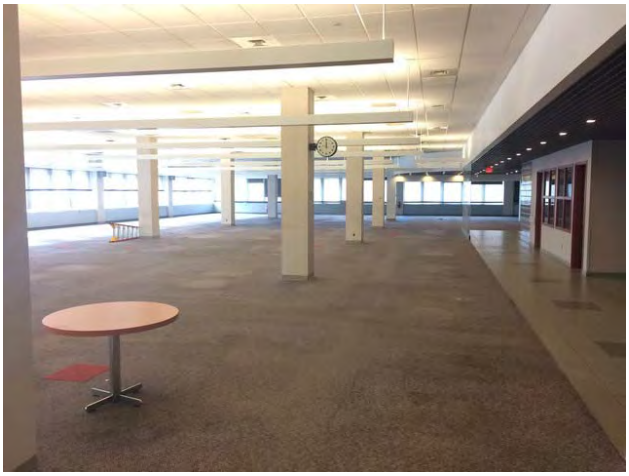


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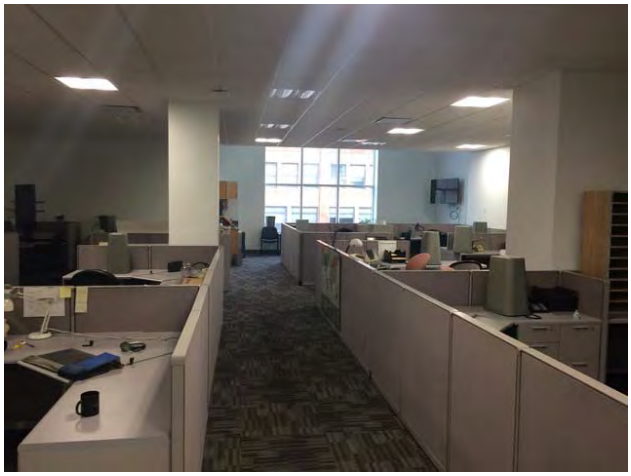


Photo 3:



Photo 4:



Photo 1: View of the second floor office area (south end).

Photo 2: View of the second floor office area (central area).

Photo 3: View of a typical restroom with floor drain shown.

Photo 4: View of the main mechanical room (second floor).

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the typical natural gas boilers used throughout the building.

Photo 2: View of a typical air handler used throughout the building.

Photo 3: View of a typical chiller system.

Photo 4: View of the main cooling tower.

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the additional chillers and HVAC systems on the roof.

Photo 2: View of the roof.

Photo 3: View of the typical water treatment chemicals stored in mechanical spaces.

Photo 4: View of the typical lubricants stored in mechanical spaces.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

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Photo 2:

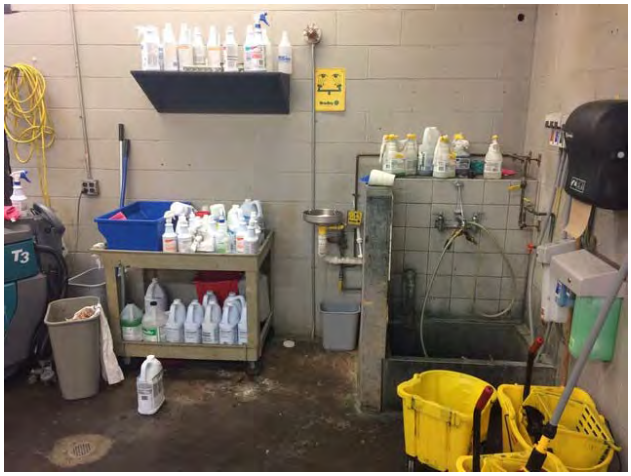


Photo 3:



Photo 4:



Photo 1: View of the typical transformers found throughout the building.

Photo 2: View of a maintenance room and printer cleaning chemicals.

Photo 3: View of the main printing space (north end).

Photo 4: View of the printing machines.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

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Photo 3:

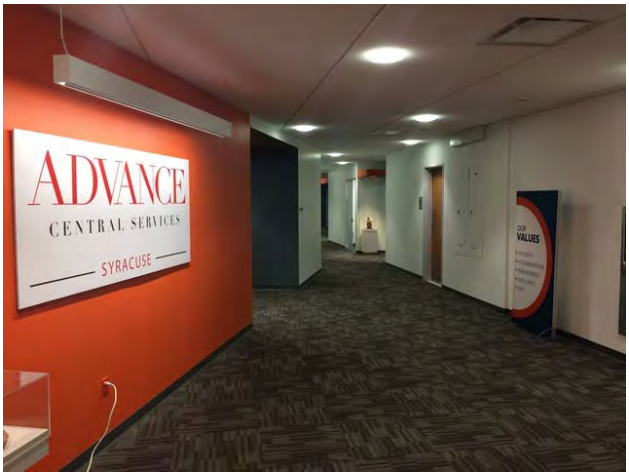


Photo 4:



Photo 1: View of the smaller polychrome printers.

Photo 2: View of the packaging and distribution center (first floor north end).

Photo 3: View of the office area.

Photo 4: View of the typical storage of chemicals used in printing processes.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

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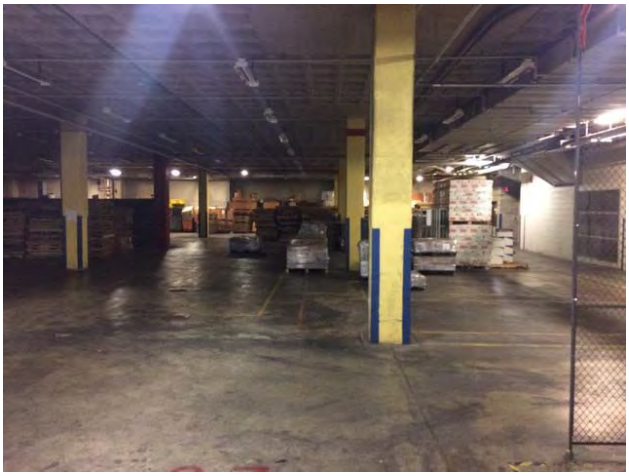


Photo 2:

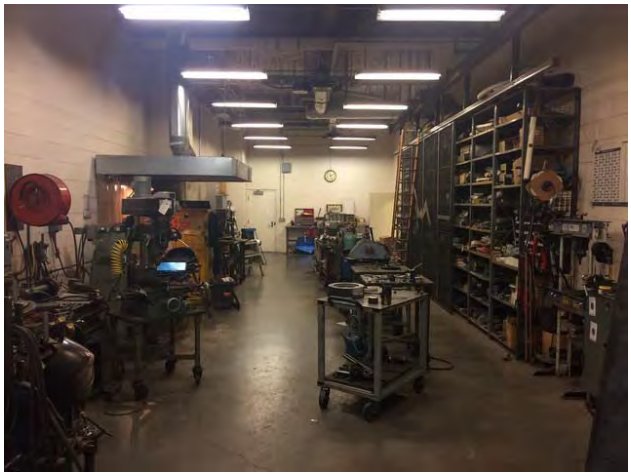


Photo 3:



Photo 4:



Photo 1: View of the basement.

Photo 2: View of the maintenance shop.

Photo 3: View of the parts cleaner.

Photo 4: View of the mechanical systems in the basement.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of a compressor.

Photo 2: View of the cardboard bailer.

Photo 3: View of the former printing ink tank (marked empty/not in use).

Photo 4: View of the concrete containment system surrounding the ink tank.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the various inks and cleaning chemicals stored in the basement, stored on a metal grate.

Photo 2: View of the various inks and cleaning chemicals stored in the basement on secondary containment systems.

Photo 3: View of an elevator equipment room.

Photo 4: View of an elevator equipment room with minor leak shown.

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of an elevator equipment room.

Photo 2: View of the waste oils stored in the basement.

Photo 3: View of the additional chemicals stored in the basement.

Photo 4: View of the additional chemicals stored in the basement.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

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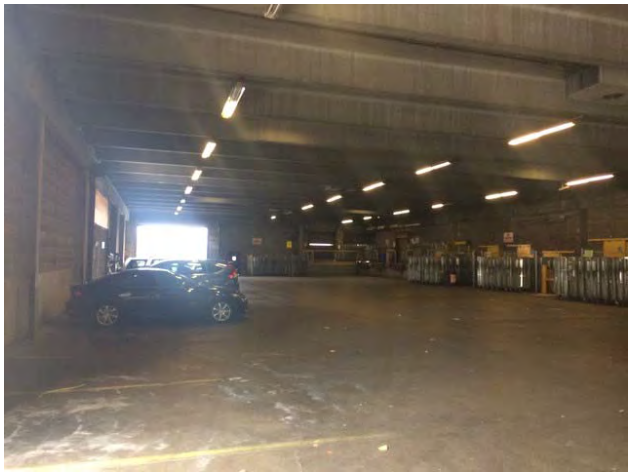


Photo 3:



Photo 4:



Photo 1: View of the loading docks.

Photo 2: View of the garage/loading docks.

Photo 3: View of the 214 Salina Street North parking lot.

Photo 4: View of the 214 Salina Street North parking lot.

PHOTOGRAPH VIEWS

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 1: View of the east adjacent property.

Photo 2: View of the south adjacent property.

Photo 3: View of the west adjacent properties.

Photo 4: View of the north adjacent property.

LCS, INC. 40 LA RIVIERE DRIVE, SUITE 120 BUFFALO, NEW YORK 14202 Project No. 16S7075.39 Photo Date: November 29, 2016	SITE PHOTOGRAPHS Commercial Property 101-239 and 214 Salina Street North (aka 101-125 Herald Pl., 100-130 Clinton Sq., and 212-320 N.Clinton St.) Syracuse, New York 13202

10.5 OWNER/OPERATOR QUESTIONNAIRE

The LCS Owner/Operator Questionnaire was given to Mr. Chuck Wallace to provide to the current owner/operator on November 22, 2016, for completion. As of the date of this report, LCS has yet to receive the completed questionnaire. Any response information that would alter or affect the findings and conclusions of this report will be forwarded as an addendum to this report when it is received by LCS.

As required by 40 CFR 312.23, LCS has attempted to contact and interview the former owners and/or operators of the subject property to discuss historic use and storage of hazardous substances. To-date, LCS has been unable to interview any relevant previous owners or operators.

LCS, INC.
PREVIOUS OWNER INFORMATION
(FOR USE WHEN CONDUCTING AN ASTM 1527-05 PHASE I)

PROJECT#: 1657075.39

LIST OF PREVIOUS OWNERS/OCCUPANTS/OPERATORS:

101-239
Herald Company

214
Herald Company
City of Syr

IDENTIFIED BY: Assessment Info

****

ACCORDING TO THE STANDARD, WE NEED TO ATTEMPT TO CONTACT PREVIOUS OWNERS, DOCUMENT ATTEMPTS BELOW: L7 Messages left @ City Codes

DATE OF INTERVIEW: _____

NAME: _____

CIRCLE ONE: past owner past occupant past operator

Historical uses of the subject property (including **dates**): _____

Environmental concerns identified: _____

10.6 REGULATORY INFORMATION

ENVIRONMENTAL RISK INFORMATION SERVICES

DATABASE REPORT

Project Property:	*16S7075* *101-239 And 214 N Salina St* *Syracuse NY 13202*
Project No:	*16S7075*
Report Type:	*Database Report*
Order No:	*20161130088*
Requested by:	*LCS, Inc.*
Date Completed:	*December 2, 2016*

Environmental Risk Information Services
A division of Glacier Media Inc.
P: 1.866.517.5204
E: info@erisinfo.com

www.erisinfo.com

Table of Contents

Table of Contents.....2
Executive Summary.....3
Executive Summary: Report Summary.....4
Executive Summary: Site Report Summary - Project Property.....7
Executive Summary: Site Report Summary - Surrounding Properties.....8
Executive Summary: Summary by Data Source.....25
Map.....46
Aerial.....49
Detail Report.....50
Unplottable Summary.....324
Unplottable Report.....332
Appendix: Database Descriptions.....432
Definitions.....441

Notice: IMPORTANT LIMITATIONS and YOUR LIABILITY

Reliance on information in Report: This report DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as database review of environmental records.

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Executive Summary

Property Information:

Project Property:	*16S7075* *101-239 And 214 N Salina St Syracuse NY 13202*
Project No:	*16S7075*

Coordinates:

Latitude:	*43.05239*
Longitude:	*-76.152783*
UTM Northing:	*4,767,277.48*
UTM Easting:	*406,117.99*
UTM Zone:	*UTM Zone 18T*

Elevation: *405 FT*

Order Information:

Order No:	*20161130088*
Date Requested:	*November 30, 2016*
Requested by:	*LCS, Inc.*
Report Type:	*Database Report*

Historicals/Products:

City Directory Search	*1 Street Search*
Fire Insurance Maps	*US Fire Insurance Maps*

Executive Summary: Report Summary

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
Standard Environmental Records								
Federal								
NPL	Y	1	0	0	0	0	1	1
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	.5	0	0	0	0	-	0
SEMS	Y	.5	0	0	0	1	-	1
SEMS ARCHIVE	Y	.5	0	0	0	1	-	1
CERCLIS	Y	.5	0	0	0	2	-	2
CERCLIS NFRAP	Y	.5	0	0	0	1	-	1
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	.5	0	0	0	0	-	0
RCRA LQG	Y	.25	0	1	2	-	-	3
RCRA SQG	Y	.25	0	3	2	-	-	5
RCRA CESQG	Y	.25	0	2	2	-	-	4
RCRA NON GEN	Y	.25	0	23	32	-	-	55
FED ENG	Y	.5	0	0	0	0	-	0
FED INST	Y	.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	.5	0	0	0	0	-	0
FEMA UST	Y	.25	0	0	0	-	-	0
State								
SHWS	Y	1	0	0	1	1	3	5
DSHW	Y	1	0	0	0	0	0	0
VAPOR	Y	1	0	0	0	0	0	0
SWF/LF	Y	.5	0	0	0	2	-	2
LEAKING TANKS	Y	.5	0	5	4	32	-	41
DLST	Y	.5	0	0	0	0	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
UST	Y	.25	0	6	8	-	-	14
AST	Y	.25	0	6	3	-	-	9
DELISTED TANKS	Y	.25	0	0	0	-	-	0
TANKS	Y	.25	0	0	0	-	-	0
CBS	Y	.25	0	0	0	-	-	0
MOSF	Y	.5	0	0	0	0	-	0
NY ENG	Y	.5	0	0	1	0	-	1
NY INST	Y	.5	0	0	1	0	-	1
VCP	Y	.5	0	0	1	9	-	10
ERP	Y	.5	0	0	0	1	-	1
BROWNFIELDS	Y	.5	0	0	3	10	-	13
Tribal								
INDIAN LUST	Y	.5	0	0	0	0	-	0
INDIAN UST	Y	.25	0	0	0	-	-	0
DELISTED ILST	Y	.5	0	0	0	0	-	0
DELISTED IUST	Y	.25	0	0	0	-	-	0
County								
CORTLAND TANKS	Y	.25	0	0	0	-	-	0
NASSAU TANKS	Y	.25	0	0	0	-	-	0
ROCKLAND TANKS	Y	.25	0	0	0	-	-	0
SUFFOLK TANKS	Y	.25	0	0	0	-	-	0
WSTCHST TANKS	Y	.25	0	0	0	-	-	0
DELISTED COUNTY	Y	.25	0	0	0	-	-	0
Additional Environmental Records								
Federal								
FINDS/FRS	Y	PO	1	1	-	-	-	2
TRIS	Y	PO	0	16	-	-	-	16
HMIRS	Y	.125	0	0	-	-	-	0
NCDL	Y	PO	0	-	-	-	-	0
ODI	Y	.5	0	0	0	0	-	0
IODI	Y	.5	0	0	0	0	-	0
TSCA	Y	.125	0	0	-	-	-	0
HIST TSCA	Y	.125	0	0	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	.5	0	0	0	0	-	0
ICIS	Y	PO	0	-	-	-	-	0
FED DRYCLEANERS	Y	.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED FED DRY	Y	.25	0	0	0	-	-	0
FUDS	Y	1	0	0	0	0	0	0
MLTS	Y	PO	0	-	-	-	-	0
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	.25	0	0	0	-	-	0
ALT FUELS	Y	.25	0	1	1	-	-	2
State								
NY SPILLS	Y	.125	2	23	-	-	-	25
DRYCLEANERS	Y	.25	0	0	0	-	-	0
Tribal	***No Tribal additional environmental record sources available for this State.***							
County								
E DESIGNATION	Y	.125	0	0	-	-	-	0
Total:			3	87	61	60	4	215

**** PO – Property Only***
**** 'Property and adjoining properties' database search radii are set at 0.25 miles.***

South Salina; not subject property

Executive Summary: Site Report Summary - Project Property

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
1	FINDS/FRS	M & T BANK	101 S SALINA ST SYRACUSE NY 13202	-	0.00 / 0.00	1	50
1	NY SPILLS	THE HAROLD COMPANY	101 NORTH SALINA ST SYRACUSE NY ***Site ID | Close Date:*** *256623 | 2001-02-21 00:00:00*	-	0.00 / 0.00	1	50
2	NY SPILLS	AUTO GARAGE	115 NORTH SALINA STREET SYRACUSE NY ***Site ID | Close Date:*** *493399 | 2014-09-23 00:00:00*	-	0.00 / 0.00	-2	51

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
3	FINDS/FRS	NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST SYRACUSE NY 13202	E	0.00 / 3.65	1	52
3	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST MANHOLE 2-1 SYRACUSE NY 13202	E	0.00 / 3.65	1	53
4	NY SPILLS	MVA	N. SALINA / W. GENESEE ST SYRACUSE NY ***Site ID | Close Date:*** 514987 | 2016-06-15 00:00:00	SSE	0.00 / 23.14	-2	54
5	LEAKING TANKS	I81 AT I690	I81 AT I690 SYRACUSE NY ***Site ID | Close Date:*** 467020 | 2013-01-17 00:00:00	NE	0.01 / 32.21	4	55
5	RCRA NON GEN	NYSDOT BRIDGE BIN 1095510	RTE I-690 OVER RTE I-81 SYRACUSE NY 13202	NE	0.01 / 32.21	4	56
5	RCRA NON GEN	NYSDOT BRIDGE BIN 1064590	I-81 SB FROM I-690 WB OVER E FAYETTE SYRACUSE NY 13203	NE	0.01 / 32.21	4	57
5	RCRA NON GEN	NYSDOT- BIN 105388A	I-81 RAMP TO I-690EB/JAMES STR SYRACUSE NY 13202	NE	0.01 / 32.21	4	58
5	NY SPILLS	RT 81 NORTH & 690 WEST	RT 81/RT 690 SYRACUSE NY ***Site ID | Close Date:*** 277502 | 1994-09-29 00:00:00	NE	0.01 / 32.21	4	60
5	NY SPILLS	ROADWAY	NB I 81 SOUTH OF EB 690 SPLIT SYRACUSE NY ***Site ID | Close Date:*** 478505 | 2013-02-08 00:00:00	NE	0.01 / 32.21	4	61
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	62
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	62
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	63

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	63
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	64
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	65
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	65
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	66
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	66
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	67
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	67
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	68
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	68
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	69
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	69
6	TRIS	CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	-3	70

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
7	NY SPILLS	ON CLINTON STREET SIDE	210 WEST GENESEE STREET SYRACUSE NY ***Site ID*	*Close Date:*** 337224 | 2005-02-08 00:00:00	SW	0.01 / 73.52	-3	71
8	RCRA NON GEN	NYSDOT BRIDGE BIN 1051000	RTE I-690 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.02 / 94.39	4	72
10	NY SPILLS	ON A BRIDGE	I-81 & I-690 INTERCHANGE SYRACUSE NY ***Site ID*	*Close Date:*** 80900 | 2004-12-28 00:00:00	NE	0.03 / 137.89	8	73
11	RCRA CESQG	NYSDOT BIN 1095510	I-690 WB OVER I-81 SYRACUSE NY 13202	NE	0.03 / 144.62	9	74
11	RCRA LQG	NYSDOT BIN 105384A	RAMP FROM I-81 NB TO I-690 EB OVER ERIE BLVD SYRACUSE NY 13202	NE	0.03 / 144.62	9	75
12	RCRA NON GEN	NYSDOT BRIDGE BIN 1050921	I-690 WB CONNECTOR B WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	3	76
12	RCRA NON GEN	NYSDOT BRIDGE BIN 1050922	I-690 WB OVER WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	3	78
13	UST	THE HERALD COMPANY	CLINTON SQUARE SYRACUSE NY 13202 ***Site ID*	*Site Status:*** 46128 | Unregulated/Closed ***Tank No*	*Tank Status*	*Close Date:*** 005 | Closed - Removed | 2000-09-22 00:00:00, 001 | Closed - Removed | 1998-07-01 00:00:00, 004 | Closed - Removed | 2000-09-22 00:00:00, 003 | Closed - Removed | 2000-09-22 00:00:00, 002 | Closed - Removed | 1998-07-01 00:00:00	SSW	0.03 / 158.60	-3	80
14	AST	WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202 ***Site ID*	*Site Status:*** 46093 | Active ***Tank No*	*Tank Status*	*Close Date:*** 2 | In Service | , 3 | In Service | , 1 | In Service | , 4 | In Service |	SW	0.03 / 161.47	-4	85
14	LEAKING TANKS	WALT SERVICE CENTER	238 WEST GENESEE STREET SYRACUSE NY ***Site ID*	*Close Date:*** 153354 | 2009-01-06 00:00:00	SW	0.03 / 161.47	-4	91
14	NY SPILLS	J.P. BYRNE RETREAD SHOP	238 WEST GENESEE STREET SYRACUSE NY ***Site ID*	*Close Date:*** 281910 | 1995-02-28 00:00:00	SW	0.03 / 161.47	-4	92
14	UST	WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202 ***Site ID*	*Site Status:*** 46093 | Active ***Tank No*	*Tank Status*	*Close Date:*** 001 | Closed - Removed | 2004-05-14 00:00:00, 002 | Closed - Removed | 2004-05-14 00:00:00	SW	0.03 / 161.47	-4	93
15	RCRA NON GEN	FLEET BANK	1 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 188.87	-4	96

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
16	RCRA NON GEN	CLINTON EXCHANGE THE	4 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 191.01	-4	97
17	NY SPILLS	HESS; ROUTE 11	ROUTE 11, S. SALINA ST SYRACUSE NY ***Site ID*	*Close Date:*** 265466 | 1987-06-10 00:00:00	SSE	0.04 / 191.08	-4	99
18	RCRA NON GEN	NYSDOT BRIDGE BIN 1008489	I-81 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.04 / 196.62	3	100
19	UST	KRELL DIST. CO. INC.	211 HERALD PL SYRACUSE NY 13202 ***Site ID*	*Site Status:*** 46122 | Unregulated/Closed ***Tank No*	*Tank Status*	*Close Date:*** 001 | Closed Prior to 03/1991 |	NW	0.04 / 221.96	-1	101
20	AST	RECORD MANAGEMENT SYSTEMS	216 W. WILLOW ST SYRACUSE NY 13202 ***Site ID*	*Site Status:*** 47027 | Unregulated/Closed ***Tank No*	*Tank Status*	*Close Date:*** 001 | Closed - In Place | 1997-09-01 00:00:00	W	0.04 / 235.10	-5	103
21	NY SPILLS	PAINT STRIPPER	N CLINTON ST SYRACUSE NY ***Site ID*	*Close Date:*** 176569 | 1989-06-06 00:00:00	NNW	0.05 / 246.51	4	105
22	NY SPILLS	TRANSFORMER LEAK	S. CLINTON ST & WATER ST SYRACUSE NY ***Site ID*	*Close Date:*** 129966 | 1994-06-16 00:00:00	SSW	0.05 / 287.70	-5	106
23	RCRA NON GEN	S M R METALS	310 PEARL ST SYRACUSE NY 13210	ENE	0.06 / 328.04	2	107
24	NY SPILLS	WEST WATER STREET	228-238 WEST WATER ST SYRACUSE NY ***Site ID*	*Close Date:*** 319631 | 2004-11-17 00:00:00	SSW	0.06 / 332.01	-3	109
25	LEAKING TANKS	VIP STRUCTURES	1 WEBSTER LANDING SYRACUSE NY ***Site ID*	*Close Date:*** 276537 | 1993-01-12 00:00:00	N	0.06 / 336.32	4	110
25	LEAKING TANKS	VIP STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY ***Site ID*	*Close Date:*** 232386 | 1992-10-23 00:00:00	N	0.06 / 336.32	4	111
25	RCRA NON GEN	V I P STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY 13202	N	0.06 / 336.32	4	112
25	UST	V.I.P. STRUCTURES, INC.	ONE WEBSTER'S LANDING SYRACUSE NY 13202 ***Site ID*	*Site Status:*** 46516 | Unregulated/Closed ***Tank No*	*Tank Status*	*Close Date:*** 001 | Closed - Removed | 1991-12-01 00:00:00	N	0.06 / 336.32	4	113

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
26	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	200 ERIE BLVD W MANHOLE 4040 SYRACUSE NY 13212	SW	0.06 / 339.10	-3	115
27	AST	M & T BANK	101 SOUTH SALINA ST SYRACUSE NY 13202	SSE	0.07 / 384.41	-6	116
			***Site ID*	*Site Status:*** 336892 | Unregulated/Closed ***Tank No*	*Tank Status*	*Close Date:*** 1 | Closed - Removed | 2016-06-25 00:00:00		
27	RCRA CESQG	M & T BANK	101 S SALINA ST SYRACUSE NY 13202	SSE	0.07 / 384.41	-6	116
28	RCRA SQG	JAMES M HANLEY FEDERAL BUILDING	100 S CLINTON ST SYRACUSE NY 13261	SSW	0.07 / 384.45	-6	118
28	NY SPILLS	JAMES M HANLEY FED BUILDI	100 S CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	-6	119
			***Site ID*	*Close Date:*** 75309 | 2000-10-24 00:00:00			
28	NY SPILLS	FEDERAL BUILDING	100 SOUTH CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	-6	120
			***Site ID*	*Close Date:*** 487548 | 2013-10-02 00:00:00			
28	UST	JAMES M. HANLEY U.S. COURTHOUSE	& FEDERAL BUILDING 100 S. CLINTON ST SYRACUSE NY 13261	SSW	0.07 / 384.45	-6	121
			***Site ID*	*Site Status:*** 46652 | Unregulated/Closed ***Tank No*	*Tank Status*	*Close Date:*** 1 | Closed - Removed | 1998-12-01 00:00:00		
29	LEAKING TANKS	Spill Number 9508471	128 N WARREN ST SYRACUSE NY	ESE	0.07 / 395.85	1	124
			***Site ID*	*Close Date:*** 319822 | 1996-01-01 00:00:00			
30	NY SPILLS	GENESEE AND FRANKLIN	GENESEE AND FRANKLIN SYRACUSE NY	WSW	0.08 / 398.31	-7	125
			***Site ID*	*Close Date:*** 71473 | 1994-02-10 00:00:00			
31	NY SPILLS	.5	300 WEST GENESEE SYRACUSE NY	WSW	0.08 / 408.88	-7	125
			***Site ID*	*Close Date:*** 86957 | 1999-05-12 00:00:00			
32	RCRA NON GEN	NYSDOT BRIDGE BIN 1054020	I-690 WB OVER N CLINTON ST SYRACUSE NY 13203	NNW	0.08 / 434.56	5	126
33	AST	NYSERNET.ORG INC	100 SOUTH SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	-6	128
			***Site ID*	*Site Status:*** 404051 | Active ***Tank No*	*Tank Status*	*Close Date:*** 001 | In Service |		
33	RCRA NON GEN	NATIONAL GRID MANHOLE 100-S SALINA	100 S SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	-6	130

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
34	RCRA NON GEN	E S SHOE CO LTD	313 E WILLOW ST SYRACUSE NY 13203	ENE	0.08 / 447.82	4	132
34	RCRA NON GEN	313 EAST WILLOW STREET CORP	313 E WILLOW ST SYRACUSE NY 13202	ENE	0.08 / 447.82	4	133
35	AST	AT&T SYRACUSE (NY 1198)	19 SOUTH WARREN ST SYRACUSE NY 13202 ***Site ID | Site Status:*** 439104 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** NY1198-A1 | In Service |	SE	0.09 / 450.66	-2	135
36	RCRA NON GEN	NYSDOT BIN 1050851	I-690 WB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	4	135
36	RCRA NON GEN	NYSDOT BRIDGE BIN 1050852	I-690 EB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	4	137
36	NY SPILLS	FRANKLIN ST. RAMP	I-81 S/FRANKLIN ST RAMP SYRACUSE NY ***Site ID | Close Date:*** 300861 | 1994-09-19 00:00:00	NW	0.09 / 479.17	4	138
37	NY SPILLS	ROADWAY TO PRKING LOT	ERIE BLVD./FRANKLIN ST. SYRACUSE NY ***Site ID | Close Date:*** 392099 | 2009-01-06 00:00:00	SW	0.10 / 516.73	-4	139
38	RCRA SQG	EMO ODONNELL BUILDING	301 ERIE BLVD WEST SYRACUSE NY 13202	SW	0.10 / 545.54	-5	140
39	AST	STATE TOWER ASSOCIATES	109 S. WARREN ST STATE TOWER BUILDING SYRACUSE NY 13202 ***Site ID | Site Status:*** 46468 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 001 | Tank Converted to Non-Regulated Use | 1994-04-01 00:00:00	SE	0.11 / 562.45	-4	141
39	RCRA NON GEN	NYSDOT-BIN1061770	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	-4	144
39	RCRA SQG	NYSDOT I-81 OFF RAMP/ROUTE 11	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	-4	145
40	NY SPILLS	CURB AND STORM DRAIN	INT. OF BUTTERNUT & FRANKLIN STS. SYRACUSE NY ***Site ID | Close Date:*** 469438 | 2014-08-22 00:00:00	NNW	0.11 / 588.68	-5	147
41	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	BUTTERNUT ST & FRANKLIN ST MH 884-A SYRACUSE NY 13204	NNW	0.11 / 598.96	-5	148

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
42	NY SPILLS	SHELL, E. GENESEE ST.	200 BLOCK E GENESEE ST SYRACUSE NY ***Site ID*	*Close Date:*** 283559 | 1989-06-27 00:00:00	SSE	0.11 / 604.06	-4	149
43	NY SPILLS	MANHOLE 510	N STATE AND HICKORY ST SYRACUSE NY ***Site ID*	*Close Date:*** 462807 | 2012-06-26 00:00:00	NE	0.11 / 605.63	19	150
44	NY SPILLS	BASEMENT TAILOR SHOP	224 EAST WATER STREET SYRACUSE NY ***Site ID*	*Close Date:*** 91962 | 2002-08-06 00:00:00	SE	0.12 / 617.78	-3	151
45	NY SPILLS	FRANKLIN ST	129 FRANKLIN ST SYRACUSE NY ***Site ID*	*Close Date:*** 137852 | 1990-06-13 00:00:00	SW	0.12 / 619.03	-5	152
46	NY SPILLS	WASHINGTON ST AND SALINA	WASHINGTON ST AND SALINA SYRACUSE NY ***Site ID*	*Close Date:*** 253327 | 2004-02-12 00:00:00	S	0.12 / 630.14	-7	153
47	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	CLINTON ST & WASHINGTON ST SYRACUSE NY 13202		SSW	0.12 / 630.60	-9	154
47	NY SPILLS	INTERSECTION	CLINTON AND EAST WASHINGTON SYRACUSE NY ***Site ID*	*Close Date:*** 448159 | 2011-07-05 00:00:00	SSW	0.12 / 630.60	-9	155
48	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	116 E WASHINGTON ST MANHOLE 116 SYRACUSE NY 13202		S	0.12 / 640.00	-8	156
49	UST	THE UNIVERSITY BUILDING	120 E. WASHINGTON ST SYRACUSE NY 13202 ***Site ID*	*Site Status:* 46985 | Unregulated/Closed *Tank No* | *Tank Status* | *Close Date:* 001 | Closed - In Place | 1999-08-01 00:00:00	S	0.12 / 641.40	-7	157
50	ALT FUELS	EVPASS	141 West Washington Street Syracuse NY 13202		SSW	0.12 / 645.42	-8	159
51	RCRA NON GEN	SUNOCO SERVICE STATION	200 N STATE ST SYRACUSE NY 13203		E	0.14 / 732.53	6	160
51	UST	SUNOCO #0363-8954	200 NORTH STATE ST SYRACUSE NY 13203 ***Site ID*	*Site Status:* 44647 | Active *Tank No* | *Tank Status* | *Close Date:* 003 | In Service | , 002 | In Service | , 001 | In Service |	E	0.14 / 732.53	6	161
52	RCRA NON GEN	GENERAL CHEMICAL LLC	344 W GENESEE ST SYRACUSE NY 13202		W	0.14 / 737.35	-10	166

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
53	BROWNFIELDS	Washington Station	333 W. Washington Street Syracuse NY 13202	SW	0.15 / 786.28	-6	168
53	UST	WASHINGTON / WALTON CO LLC	333 WEST WASHINGTON ST SYRACUSE NY 13202	SW	0.15 / 786.28	-6	169
			Site ID | Site Status: 414782 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 02 | Closed - Removed | 2009-06-09 00:00:00, 01 | Closed - Removed | 2009-06-09 00:00:00				
54	AST	KEY BANK OF NEW YORK	201 S. WARREN ST SYRACUSE NY 13202	SSE	0.15 / 790.49	-7	173
			Site ID | Site Status: 46695 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 1 | Closed - Removed | 1994-08-01 00:00:00				
55	LEAKING TANKS	AT&T BLDG	250 S CLINTON ST SYRACUSE NY	SSW	0.15 / 790.72	-11	175
			Site ID | Close Date: 239109 | 1989-05-26 00:00:00				
56	RCRA NON GEN	FRANKLIN SQUARE ASSOC	429N FRANKLIN ST SYRACUSE NY 132041415	NNW	0.15 / 815.81	-16	176
57	RCRA NON GEN	MERCHANTS BANK	216-220 S WARREN ST SYRACUSE NY 132021607	SSE	0.15 / 816.18	-7	177
58	LEAKING TANKS	NIMOSYR	300 ERIE BLVD WEST SYRACUSE NY	WSW	0.17 / 908.64	-5	179
			Site ID | Close Date: 150027 | 1988-05-20 00:00:00				
58	RCRA CESQG	NMPC - ERIE BLVD COMPLEX	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	179
58	RCRA NON GEN	NIAGARA MOHAWK - RTE 9W	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	181
58	RCRA NON GEN	NIAGARA MOHAWK LOCKPORT STATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	182
58	RCRA NON GEN	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	184
58	RCRA NON GEN	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	185
58	RCRA NON GEN	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	187

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
58	RCRA NON GEN	NIAGARA MOHAWK EAST UTICA SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	188
58	RCRA NON GEN	NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	189
58	RCRA NON GEN	NIAGARA MOHAWK BUFFALO STATION 3	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	191
58	RCRA NON GEN	NIAGARA MOHAWK BUFFALO STATION 1	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	192
58	RCRA NON GEN	NIAGARA MOHAWK CHERRY VALLEY SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	193
58	RCRA NON GEN	NIAGARA MOHAWK GOLAH SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	195
58	SHWS	NM - Syracuse Erie Blvd. MGP	300 Erie Blvd West Syracuse NY 13208-	WSW	0.17 / 908.64	-5	196
58	UST	NIAGARA MOHAWK POWER CORP.	300 ERIE BLVD WEST SYRACUSE NY 13202	WSW	0.17 / 908.64	-5	198
			Site ID | Site Status: 45815 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 001 | Closed Prior to 03/1991 | , 002 | Closed Prior to 03/1991 |				
59	RCRA NON GEN	NYSDOT BRIDGE BIN 105100A	I-690 EB CONN D OVER STATE ST SYRACUSE NY 13201	E	0.18 / 938.74	4	201
59	RCRA NON GEN	NYSDOT BRIDGE BIN 105095A	I-690 WB CONN B OVER STATE ST SYRACUSE NY 13202	E	0.18 / 938.74	4	203
60	LEAKING TANKS	ST JOSEPHS HOSP HEALTH	201 PROSPECT AVE SYRACUSE NY	NE	0.19 / 981.53	49	204
			Site ID | Close Date: 320693 | 2003-11-03 00:00:00				
61	AST	SYRACUSE BARBER & BEAUTY SUPPLY, INC.	320 S. CLINTON ST CORNER OF CLINTON & WALTON SYRACUSE NY 13202	S	0.20 / 1,035.98	-14	205
			Site ID | Site Status: 46986 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 001 | Closed - In Place | 1997-07-01 00:00:00				
61	RCRA NON GEN	MARJON LLC	320 S CLINTON ST SYRACUSE NY 13202	S	0.20 / 1,035.98	-14	207

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
62	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	WARREN & FAYETTE ST SYRACUSE NY 13202	SSE	0.20 / 1,038.99	-9	208
63	RCRA LQG	RITE AID #546	301 SOUTH SALINA STREET SYRACUSE NY 13202	S	0.20 / 1,044.77	-12	209
64	BROWNFIELDS	432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	-19	212
64	NY ENG	432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	-19	215
64	NY INST	432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	-19	217
64	VCP	432 North Franklin Street	432 North Franklin Street Syracuse NY 13204-	NNW	0.20 / 1,068.95	-19	220
65	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	454 JAMES ST VAULT N4779 SYRACUSE NY 1323	E	0.21 / 1,098.53	13	221
66	RCRA NON GEN	NYSDOT BIN 1031570	I 81 UNDER BUTTERNUT ST SYRACUSE NY 13208	N	0.21 / 1,116.28	-8	222
67	UST	FELDMAN-MONDLICK, INC.	441 N. FRANKLIN ST SYRACUSE NY 13204	NNW	0.21 / 1,126.77	-19	223
			Site ID | Site Status: 46235 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 001 | Closed - Removed | 1990-11-01 00:00:00				
68	BROWNFIELDS	Leeds Building Property	407-409 HICKORY STREET SYRACUSE NY 13203	NE	0.21 / 1,130.24	44	225
68	LEAKING TANKS	FORMER LEEDS BUILDING	407-409 Hickory Street Syracuse NY 13203	NE	0.21 / 1,130.24	44	226
			Site ID | Close Date: 346349 | 2005-09-13 00:00:00				
69	RCRA NON GEN	NYSDOT BRIDGE BIN 1050950	I-690 OVER N STATE ST SYRACUSE NY 13202	ESE	0.22 / 1,141.37	20	227
70	RCRA LQG	LEARBURY CENTRE	329 N SALINA ST SYRACUSE NY 13202	N	0.22 / 1,143.51	0	229

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
71	RCRA NON GEN	NYSDOT BIN 1031570	BUTTERNUT ST OVER I-81 SYRACUSE NY 13202	N	0.22 / 1,166.29	-9	230
72	RCRA NON GEN	F B SMITH DIALYSIS CENTER	410 HICKORY ST SYRACUSE NY 13203	ENE	0.22 / 1,174.82	39	231
73	RCRA NON GEN	KATE JUNG DESIGNS INC	602 N STATE ST SYRACUSE NY 132031709	NNE	0.22 / 1,175.88	9	232
74	ALT FUELS	EVPASS	217 Montgomery Street Syracuse NY 13202	SE	0.23 / 1,202.85	-6	234
75	RCRA NON GEN	NYSDOT BIN 1053881	I-81/NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,220.46	2	234
76	RCRA NON GEN	NYSDOT- BIN 1053882	I-81NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,226.48	2	236
77	UST	CALDWELL & WARD BRASS CO. INC.	124 BURNET AVE SYRACUSE NY 13203	E	0.24 / 1,249.15	10	237
			Site ID | Site Status: 45604 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 001 | Closed - Removed | 2005-07-31 00:00:00				
78	RCRA NON GEN	SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD WEST SYRACUSE NY 13202	WSW	0.24 / 1,250.82	-5	240
79	RCRA CESQG	HESS CORPORATION	400 ERIE BLVD SYRACUSE NY 13760	ESE	0.24 / 1,253.06	3	241
79	UST	SPEEDWAY # 7682	400 ERIE BLVD SYRACUSE NY 13203	ESE	0.24 / 1,253.06	3	242
			Site ID | Site Status: 44906 | Active ***Tank No | Tank Status | Close Date:*** 3 | In Service | , 2 | In Service | , 4 | In Service | , 5 | In Service | , 1 | In Service |				
80	AST	NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	-4	249
			Site ID | Site Status: 45640 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 002 | Closed - Removed | 1995-11-01 00:00:00, 003 | Closed - Removed | 1995-11-01 00:00:00				
80	RCRA SQG	V C ASSOCIATES	300 E WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	-4	250
80	UST	NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	-4	251
			Site ID | Site Status: 45640 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 001 | Closed - Removed | 1995-11-01 00:00:00				
81	RCRA SQG	ICON TOWER	344 S WARREN ST SYRACUSE NY 13202	SSE	0.24 / 1,291.56	-10	252

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
82	RCRA NON GEN	NATIONAL GRID MANHOLE -345 WARREN ST	345 WARREN ST SYRACUSE NY 13202	SSE	0.25 / 1,294.52	-10	253
83	RCRA NON GEN	HUGHES J H - SENATOR S O B	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	254
83	RCRA NON GEN	SENATOR HUGHES STATE OFFICE BUILDING	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	256
83	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	333 E WASHINGTON ST MANHOLE 333 SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	257
83	UST	SENATOR HUGHES STATE OFFICE BUILDING	333 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	-3	258
			Site ID | Site Status: 46965 | Unregulated/Closed ***Tank No | Tank Status | Close Date:*** 1 | Closed - Removed | 1999-07-01 00:00:00				
84	LEAKING TANKS	ST JOSEPH'S HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13203-1898	NNE	0.26 / 1,368.37	53	260
			Site ID | Close Date: 489373 | 2014-01-08 00:00:00				
84	LEAKING TANKS	ST. JOSEPHS HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13208	NNE	0.26 / 1,368.37	53	262
			Site ID | Close Date: 448703 | 2012-12-10 00:00:00				
85	LEAKING TANKS	ST. JOSEPH HOSPITAL	110 UNION AVENUE SYRACUSE NY	NE	0.27 / 1,406.20	46	263
			Site ID | Close Date: 143447 | 1989-07-10 00:00:00				
86	LEAKING TANKS	FRANKLIN CENTER	455 NORHT FRANKLIN CENTER SYRACUSE NY ***Site ID | Close Date:*** 241385 | 2004-05-04 00:00:00	NNW	0.27 / 1,447.55	-19	264
87	LEAKING TANKS	BURNET AVENUE SEWER MAINT	BURNET AVENUE SYRACUSE NY	E	0.29 / 1,505.68	3	265
			Site ID | Close Date: 216738 | 1997-08-14 00:00:00				
87	LEAKING TANKS	MAINTENANCE GARAGE	BURNET AVE SYRACUSE NY	E	0.29 / 1,505.68	3	266
			Site ID | Close Date: 278116 | 1996-12-31 00:00:00				
88	LEAKING TANKS	WALTON STREET ASSOCIATES	231 WALTON STREET SYRACUSE NY	SW	0.29 / 1,534.42	-27	267
			Site ID | Close Date: 226385 | 1996-11-08 00:00:00				
89	LEAKING TANKS	NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	-5	268

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
			**Site ID	Close Date:** 132347 | 1987-08-11 00:00:00			
89	LEAKING TANKS	NEW YORK TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY **Site ID	Close Date:** 257954 | 1993-05-13 00:00:00	SE	0.29 / 1,535.15	-5	269
89	LEAKING TANKS	NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY **Site ID	Close Date:** 132346 | 1987-06-04 00:00:00	SE	0.29 / 1,535.15	-5	270
89	LEAKING TANKS	NEW YORK TEL	201 SOUTH STATE STREET SYRACUSE NY **Site ID	Close Date:** 176285 | 1993-07-09 00:00:00	SE	0.29 / 1,535.15	-5	271
90	LEAKING TANKS	N.Y. TELE. - FAYETTE ST.	FAYETTE ST & STATE ST SYRACUSE NY **Site ID	Close Date:** 313598 | 1989-12-31 00:00:00	SE	0.31 / 1,613.11	-6	272
91	LEAKING TANKS	Spill Number 8710952	400 BLOCK ERIE BLVD SYRACUSE NY **Site ID	Close Date:** 281831 | 1988-04-12 00:00:00	WSW	0.31 / 1,648.09	-4	273
92	LEAKING TANKS	HIGHWAY OIL CO.	STATION 107 AUBURN NY **Site ID	Close Date:** 132497 | 1987-07-03 00:00:00	NW	0.33 / 1,734.74	-32	274
93	LEAKING TANKS	AUTO FINISHERS SUPPLY CO	206-208 PLUM ST SYRACUSE NY **Site ID	Close Date:** 116943 | 1999-09-17 00:00:00	W	0.33 / 1,765.07	-5	275
94	BROWNFIELDS	Hosek Prop/339 W Jeff.St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	-6	276
94	VCP	Hosek Prop/339 W Jeff.St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	-6	277
95	LEAKING TANKS	Spill Number 0307721	601 WEST GENESSEE STREET SYRACUSE NY **Site ID	Close Date:** 318571 | 2003-10-28 00:00:00	W	0.34 / 1,803.53	-5	277
96	LEAKING TANKS	501 PLUM ST.	501 PLUM STREET SYRACUSE NY **Site ID	Close Date:** 287306 | 1993-01-11 00:00:00	NW	0.35 / 1,853.88	-34	278
97	BROWNFIELDS	Hosek Prop/343 W Jeff.St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	279
97	BROWNFIELDS	Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	280

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
97	VCP	Hosek Prop/343 W Jeff.St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	281
97	VCP	Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	-15	282
98	BROWNFIELDS	Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	-15	283
98	VCP	Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	-15	283
99	VCP	W.Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,917.32	-15	284
100	BROWNFIELDS	W.Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,926.12	-14	285
101	BROWNFIELDS	Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	-14	286
101	VCP	Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	-14	287
102	LEAKING TANKS	DUPLI GRAPHICS	W. JEFFERSON & WEST ST.'S SYRACUSE NY ***Site ID*	*Close Date:*** 135578 | 1988-09-01 00:00:00	SW	0.38 / 2,027.13	-13	288
103	BROWNFIELDS	Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	-13	289
103	VCP	Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	-13	289
104	LEAKING TANKS	KRAFT FOODS	120 WILKINSON STREET SYRACUSE NY ***Site ID*	*Close Date:*** 246629 | 1988-02-04 00:00:00	WSW	0.39 / 2,072.49	-5	290

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
104	LEAKING TANKS	KRAFT DAIRY	120 WILKINSON STREET SYRACUSE NY **Site ID	Close Date:** 246630 | 1988-02-22 00:00:00	WSW	0.39 / 2,072.49	-5	291
105	BROWNFIELDS	Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	-13	292
105	VCP	Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	-13	293
106	LEAKING TANKS	SYRACUSE SCALE	156 SOLAR STREET SYRACUSE NY **Site ID	Close Date:** 211790 | 1996-12-31 00:00:00	NW	0.41 / 2,169.39	-27	294
107	LEAKING TANKS	SURE GOODS FOODS	528 ERIE BLVD WEST SYRACUSE NY **Site ID	Close Date:** 265423 | 1999-07-08 00:00:00	WSW	0.41 / 2,177.00	-5	295
108	LEAKING TANKS	500 WARREN ST	500 WARREN ST SYRACUSE NY **Site ID	Close Date:** 295387 | 2000-04-24 00:00:00	S	0.41 / 2,183.92	-12	296
109	LEAKING TANKS	CATHEDRAL IMMACULATE CON.	420 MONTGOMERY AVE SYRACUSE NY **Site ID	Close Date:** 317505 | 1988-02-05 00:00:00	SSE	0.42 / 2,193.35	-10	296
110	CERCLIS	SYRACUSE CHILLDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	-6	297
110	CERCLIS NFRAP	SYRACUSE CHILLDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	-6	298
110	SEMS ARCHIVE	SYRACUSE CHILLDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	-6	299
111	LEAKING TANKS	STEAM STATION	601 S. STATE ST SYRACUSE NY **Site ID	Close Date:** 93875 | 1988-12-12 00:00:00	SSE	0.44 / 2,308.13	-8	299
112	LEAKING TANKS	MONTGOMERY STREET	MONGOMERY ST AND MADISON SYRACUSE NY **Site ID	Close Date:** 316015 | 2003-12-15 00:00:00	SSE	0.44 / 2,311.81	-10	300
113	LEAKING TANKS	Spill Number 8601815	600 S. STATE ST @ CIVIC CTR. SYRACUSE NY **Site ID	Close Date:** 137258 | 1988-01-15 00:00:00	SSE	0.44 / 2,321.09	-9	301

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
114	SHWS	Rotondo Warehouse	West Division Street Syracuse NY 13204	NNW	0.44 / 2,330.39	-26	302
115	CERCLIS	OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	41	303
115	ERP	Otisca Building	900 North McBride Street (& Butternut) Syracuse NY 13208	NNE	0.44 / 2,336.87	41	304
115	SEMS	OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	41	305
116	LEAKING TANKS	FORMER ACCURATE DIE SITE	547 EAST GENESEE STREET SYRACUSE NY ***Site ID*	*Close Date:*** 129682 | 1996-01-01 00:00:00	SE	0.46 / 2,435.59	-4	305
117	LEAKING TANKS	J & S LEASING	212 SOLAR STREET SYRACUSE NY ***Site ID*	*Close Date:*** 143307 | 2002-06-03 00:00:00	NW	0.48 / 2,522.45	-29	306
118	SWF/LF	Hiawatha Used Cars Inc & Auto Parts	1006 North State Street Syracuse NY 13208	N	0.48 / 2,545.97	2	306
119	LEAKING TANKS	513 WEST STREET	513 SOUTH WEST STREET SYRACUSE NY ***Site ID*	*Close Date:*** 203639 | 1995-04-13 00:00:00	SSW	0.48 / 2,555.65	-14	307
120	LEAKING TANKS	HARRISON PARKING GARAGE	WARREN & HARRISON ST SYRACUSE NY ***Site ID*	*Close Date:*** 121632 | 1999-11-26 00:00:00	S	0.49 / 2,580.86	-13	308
121	SWF/LF	Big D's Auto	321 Leavenworth Ave Syracuse NY 13204	WNW	0.49 / 2,581.18	0	309
122	BROWNFIELDS	700 Out Parcel, LLC	701-709 East Water Street Syracuse NY 13202	ESE	0.49 / 2,588.37	2	309
122	LEAKING TANKS	U-HAUL	701-709 EAST WATER ST SYRACUSE NY ***Site ID*	*Close Date:*** 121961 | 2003-11-05 00:00:00	ESE	0.49 / 2,588.37	2	314
123	BROWNFIELDS	Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	-14	314

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
123	VCP	Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	-14	315
124	SHWS	American Bag and Metal, Inc.	400 Spencer Street Syracuse NY 13204	NW	0.58 / 3,063.12	-42	316
125	SHWS	Old Tip-Top Bakery	Shonnard Street Syracuse NY 13204	SW	0.79 / 4,187.16	-9	318
126	SHWS	Rockwell Plant Site	Marcellus Street Syracuse NY 13210	WSW	0.88 / 4,665.19	-7	320
127	NPL	ONONDAGA LAKE	Postal Address is unavailable for the Site, SYRACUSE, NY 13209 NY	NW	0.98 / 5,188.78	-42	321

Executive Summary: Summary by Data Source

Standard

Federal

NPL - National Priority List

A search of the NPL database, dated Nov 7, 2016 has found that there are 1 NPL site(s) within approximately 1.00 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
ONONDAGA LAKE	Postal Address is unavailable for the Site, SYRACUSE, NY 13209 NY	NW	0.98 / 5,188.78	127

SEMS - SEMS List 8R Active Site Inventory

A search of the SEMS database, dated Aug 5, 2016 has found that there are 1 SEMS site(s) within approximately 0.50 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	115

SEMS ARCHIVE - SEMS List 8R Archive Sites

A search of the SEMS ARCHIVE database, dated Aug 5, 2016 has found that there are 1 SEMS ARCHIVE site(s) within approximately 0.50 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
SYRACUSE CHILLDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	110

CERCLIS - Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS

A search of the CERCLIS database, dated Oct 25, 2013 has found that there are 2 CERCLIS site(s) within approximately 0.50 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
OTISCA OIL	900 NORTH MCBRIDE STREET SYRACUSE NY 13208	NNE	0.44 / 2,336.87	115

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
SYRACUSE CHILLDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	110

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key

CERCLIS NFRAP - CERCLIS - No Further Remedial Action Planned

A search of the CERCLIS NFRAP database, dated Oct 25, 2013 has found that there are 1 CERCLIS NFRAP site(s) within approximately 0.50 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
SYRACUSE CHILLDED PLOW CO	501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SW	0.43 / 2,256.31	110

RCRA LQG - RCRA Generator List

A search of the RCRA LQG database, dated Sep 6, 2016 has found that there are 3 RCRA LQG site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
NYSDOT BIN 105384A	RAMP FROM I-81 NB TO I-690 EB OVER ERIE BLVD SYRACUSE NY 13202	NE	0.03 / 144.62	11

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
RITE AID #546	301 SOUTH SALINA STREET SYRACUSE NY 13202	S	0.20 / 1,044.77	63
LEARBURY CENTRE	329 N SALINA ST SYRACUSE NY 13202	N	0.22 / 1,143.51	70

RCRA SQG - RCRA Small Quantity Generators List

A search of the RCRA SQG database, dated Sep 6, 2016 has found that there are 5 RCRA SQG site(s) within approximately 0.25 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
JAMES M HANLEY FEDERAL BUILDING	100 S CLINTON ST SYRACUSE NY 13261	SSW	0.07 / 384.45	28
EMO ODONNELL BUILDING	301 ERIE BLVD WEST SYRACUSE NY 13202	SW	0.10 / 545.54	38
NYSDOT I-81 OFF RAMP/ROUTE 11	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	39

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
V C ASSOCIATES	300 E WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	80
ICON TOWER	344 S WARREN ST SYRACUSE NY 13202	SSE	0.24 / 1,291.56	81

RCRA CESQG - RCRA Conditionally Exempt Small Quantity Generators List

A search of the RCRA CESQG database, dated Sep 6, 2016 has found that there are 4 RCRA CESQG site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
NYSDOT BIN 1095510	I-690 WB OVER I-81 SYRACUSE NY 13202	NE	0.03 / 144.62	11
HESS CORPORATION	400 ERIE BLVD SYRACUSE NY 13760	ESE	0.24 / 1,253.06	79

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
M & T BANK	101 S SALINA ST SYRACUSE NY 13202	SSE	0.07 / 384.41	27
NMPC - ERIE BLVD COMPLEX	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58

RCRA NON GEN - RCRA Non-Generators

A search of the RCRA NON GEN database, dated Sep 6, 2016 has found that there are 55 RCRA NON GEN site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST MANHOLE 2-1 SYRACUSE NY 13202	E	0.00 / 3.65	3
NYSDOT BRIDGE BIN 1095510	RTE I-690 OVER RTE I-81 SYRACUSE NY 13202	NE	0.01 / 32.21	5
NYSDOT BRIDGE BIN 1064590	I-81 SB FROM I-690 WB OVER E FAYETTE SYRACUSE NY 13203	NE	0.01 / 32.21	5

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
NYSDOT- BIN 105388A	I-81 RAMP TO I-690EB/JAMES STR SYRACUSE NY 13202	NE	0.01 / 32.21	5
NYSDOT BRIDGE BIN 1051000	RTE I-690 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.02 / 94.39	8
NYSDOT BRIDGE BIN 1050921	I-690 WB CONNECTOR B WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	12
NYSDOT BRIDGE BIN 1050922	I-690 WB OVER WILLOW ST SYRACUSE NY 13203	E	0.03 / 158.33	12
NYSDOT BRIDGE BIN 1008489	I-81 OVER N SALINA ST SYRACUSE NY 13202	NNE	0.04 / 196.62	18
S M R METALS	310 PEARL ST SYRACUSE NY 13210	ENE	0.06 / 328.04	23
V I P STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY 13202	N	0.06 / 336.32	25
NYSDOT BRIDGE BIN 1054020	I-690 WB OVER N CLINTON ST SYRACUSE NY 13203	NNW	0.08 / 434.56	32
E S SHOE CO LTD	313 E WILLOW ST SYRACUSE NY 13203	ENE	0.08 / 447.82	34
313 EAST WILLOW STREET CORP	313 E WILLOW ST SYRACUSE NY 13202	ENE	0.08 / 447.82	34
NYSDOT BIN 1050851	I-690 WB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	36
NYSDOT BRIDGE BIN 1050852	I-690 EB OVER N FRANKLIN ST SYRACUSE NY 13202	NW	0.09 / 479.17	36
SUNOCO SERVICE STATION	200 N STATE ST SYRACUSE NY 13203	E	0.14 / 732.53	51

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
NYSDOT BRIDGE BIN 105100A	I-690 EB CONN D OVER STATE ST SYRACUSE NY 13201	E	0.18 / 938.74	59
NYSDOT BRIDGE BIN 105095A	I-690 WB CONN B OVER STATE ST SYRACUSE NY 13202	E	0.18 / 938.74	59
NIAGARA MOHAWK A NATIONAL GRID CO	454 JAMES ST VAULT N4779 SYRACUSE NY 1323	E	0.21 / 1,098.53	65
NYSDOT BRIDGE BIN 1050950	I-690 OVER N STATE ST SYRACUSE NY 13202	ESE	0.22 / 1,141.37	69
F B SMITH DIALYSIS CENTER	410 HICKORY ST SYRACUSE NY 13203	ENE	0.22 / 1,174.82	72
KATE JUNG DESIGNS INC	602 N STATE ST SYRACUSE NY 132031709	NNE	0.22 / 1,175.88	73
NYSDOT BIN 1053881	I-81/NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,220.46	75
NYSDOT- BIN 1053882	I-81NORTH STATE STREET SYRACUSE NY 13202	ESE	0.23 / 1,226.48	76

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
FLEET BANK	1 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 188.87	15
CLINTON EXCHANGE THE	4 CLINTON SQ SYRACUSE NY 13202	SSW	0.04 / 191.01	16
NIAGARA MOHAWK A NATIONAL GRID CO	200 ERIE BLVD W MANHOLE 4040 SYRACUSE NY 13212	SW	0.06 / 339.10	26
NATIONAL GRID MANHOLE 100-S SALINA	100 S SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	33
NYSDOT-BIN1061770	109 SOUTH WARREN STREET SYRACUSE NY 13202	SE	0.11 / 562.45	39

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
NIAGARA MOHAWK A NATIONAL GRID CO	BUTTERNUT ST & FRANKLIN ST MH 884-A SYRACUSE NY 13204	NNW	0.11 / 598.96	41
NIAGARA MOHAWK A NATIONAL GRID CO	CLINTON ST & WASHINGTON ST SYRACUSE NY 13202	SSW	0.12 / 630.60	47
NIAGARA MOHAWK A NATIONAL GRID CO	116 E WASHINGTON ST MANHOLE 116 SYRACUSE NY 13202	S	0.12 / 640.00	48
GENERAL CHEMICAL LLC	344 W GENESEE ST SYRACUSE NY 13202	W	0.14 / 737.35	52
FRANKLIN SQUARE ASSOC	429N FRANKLIN ST SYRACUSE NY 132041415	NNW	0.15 / 815.81	56
MERCHANTS BANK	216-220 S WARREN ST SYRACUSE NY 132021607	SSE	0.15 / 816.18	57
NIAGARA MOHAWK - RTE 9W	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK LOCKPORT STATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK - FEEDER DAM HYDRO STAT	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK EAST UTICA SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
NIAGARA MOHAWK BUFFALO STATION 3	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK BUFFALO STATION 1	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK CHERRY VALLEY SUB	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
NIAGARA MOHAWK GOLAH SUBSTATION	300 ERIE BLVD W SYRACUSE NY 13202	WSW	0.17 / 908.64	58
MARJON LLC	320 S CLINTON ST SYRACUSE NY 13202	S	0.20 / 1,035.98	61
NIAGARA MOHAWK A NATIONAL GRID CO	WARREN & FAYETTE ST SYRACUSE NY 13202	SSE	0.20 / 1,038.99	62
NYSDOT BIN 1031570	I 81 UNDER BUTTERNUT ST SYRACUSE NY 13208	N	0.21 / 1,116.28	66
NYSDOT BIN 1031570	BUTTERNUT ST OVER I-81 SYRACUSE NY 13202	N	0.22 / 1,166.29	71
SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD WEST SYRACUSE NY 13202	WSW	0.24 / 1,250.82	78
NATIONAL GRID MANHOLE -345 WARREN ST	345 WARREN ST SYRACUSE NY 13202	SSE	0.25 / 1,294.52	82
HUGHES J H - SENATOR S O B	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	83
SENATOR HUGHES STATE OFFICE BUILDING	333 E WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	83
NIAGARA MOHAWK A NATIONAL GRID CO	333 E WASHINGTON ST MANHOLE 333 SYRACUSE NY 13202	SE	0.25 / 1,314.40	83

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key

State

SHWS - Registry of Inactive Hazardous Waste Disposal Sites in New York State

A search of the SHWS database, dated Aug 10, 2016 has found that there are 5 SHWS site(s) within approximately 1.00 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
NM - Syracuse Erie Blvd. MGP	300 Erie Blvd West Syracuse NY 13208-	WSW	0.17 / 908.64	58
Rotondo Warehouse	West Division Street Syracuse NY 13204	NNW	0.44 / 2,330.39	114
American Bag and Metal, Inc.	400 Spencer Street Syracuse NY 13204	NW	0.58 / 3,063.12	124
Old Tip-Top Bakery	Shonnard Street Syracuse NY 13204	SW	0.79 / 4,187.16	125
Rockwell Plant Site	Marcellus Street Syracuse NY 13210	WSW	0.88 / 4,665.19	126

SWF/LF - Solid Waste Facilities and Landfills

A search of the SWF/LF database, dated Oct 04, 2016 has found that there are 2 SWF/LF site(s) within approximately 0.50 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Hiawatha Used Cars Inc & Auto Parts	1006 North State Street Syracuse NY 13208	N	0.48 / 2,545.97	118

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
Big D's Auto	321 Leavenworth Ave Syracuse NY 13204	WNW	0.49 / 2,581.18	121

LEAKING TANKS - Leaking Storage Tanks

A search of the LEAKING TANKS database, dated Sep 21, 2016 has found that there are 41 LEAKING TANKS site(s) within approximately 0.50 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
I81 AT I690	I81 AT I690 SYRACUSE NY	NE	0.01 / 32.21	5
	Site ID* | *Close Date: *467020* | *2013-01-17 00:00:00*			
VIP STRUCTURES	1 WEBSTER LANDING SYRACUSE NY	N	0.06 / 336.32	25
	Site ID* | *Close Date: *276537* | *1993-01-12 00:00:00*			
VIP STRUCTURES	1 WEBSTERS LANDING SYRACUSE NY	N	0.06 / 336.32	25
	Site ID* | *Close Date: *232386* | *1992-10-23 00:00:00*			
Spill Number 9508471	128 N WARREN ST SYRACUSE NY	ESE	0.07 / 395.85	29
	Site ID* | *Close Date: *319822* | *1996-01-01 00:00:00*			
ST JOSEPHS HOSP HEALTH	201 PROSPECT AVE SYRACUSE NY	NE	0.19 / 981.53	60
	Site ID* | *Close Date: *320693* | *2003-11-03 00:00:00*			
FORMER LEEDS BUILDING	407-409 Hickory Street Syracuse NY 13203	NE	0.21 / 1,130.24	68
	Site ID* | *Close Date: *346349* | *2005-09-13 00:00:00*			
ST JOSEPH'S HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13203-1898	NNE	0.26 / 1,368.37	84
	Site ID* | *Close Date: *489373* | *2014-01-08 00:00:00*			
ST. JOSEPHS HOSPITAL	301 PROSPECT AVE SYRACUSE NY 13208	NNE	0.26 / 1,368.37	84
	Site ID* | *Close Date: *448703* | *2012-12-10 00:00:00*			
ST. JOSEPH HOSPITAL	110 UNION AVENUE SYRACUSE NY	NE	0.27 / 1,406.20	85
	Site ID* | *Close Date: *143447* | *1989-07-10 00:00:00*			
BURNET AVENUE SEWER MAINT	BURNET AVENUE SYRACUSE NY	E	0.29 / 1,505.68	87
	Site ID* | *Close Date: *216738* | *1997-08-14 00:00:00*			
MAINTENANCE GARAGE	BURNET AVE SYRACUSE NY	E	0.29 / 1,505.68	87
	Site ID* | *Close Date: *278116* | *1996-12-31 00:00:00*			
U-HAUL	701-709 EAST WATER ST SYRACUSE NY	ESE	0.49 / 2,588.37	122
	Site ID* | *Close Date: *121961* | *2003-11-05 00:00:00*			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
WALT SERVICE CENTER	238 WEST GENESEE STREET SYRACUSE NY	SW	0.03 / 161.47	14

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
	Site ID* | *Close Date: *153354* | *2009-01-06 00:00:00*			
AT&T BLDG	250 S CLINTON ST SYRACUSE NY	SSW	0.15 / 790.72	55
	Site ID* | *Close Date: *239109* | *1989-05-26 00:00:00*			
NIMOSYR	300 ERIE BLVD WEST SYRACUSE NY	WSW	0.17 / 908.64	58
	Site ID* | *Close Date: *150027* | *1988-05-20 00:00:00*			
FRANKLIN CENTER	455 NORHT FRANKLIN CENTER SYRACUSE NY	NNW	0.27 / 1,447.55	86
	Site ID* | *Close Date: *241385* | *2004-05-04 00:00:00*			
WALTON STREET ASSOCIATES	231 WALTON STREET SYRACUSE NY	SW	0.29 / 1,534.42	88
	Site ID* | *Close Date: *226385* | *1996-11-08 00:00:00*			
NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	89
	Site ID* | *Close Date: *132347* | *1987-08-11 00:00:00*			
NEW YORK TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	89
	Site ID* | *Close Date: *257954* | *1993-05-13 00:00:00*			
NY TELEPHONE	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	89
	Site ID* | *Close Date: *132346* | *1987-06-04 00:00:00*			
NEW YORK TEL	201 SOUTH STATE STREET SYRACUSE NY	SE	0.29 / 1,535.15	89
	Site ID* | *Close Date: *176285* | *1993-07-09 00:00:00*			
N.Y. TELE. - FAYETTE ST.	FAYETTE ST & STATE ST SYRACUSE NY	SE	0.31 / 1,613.11	90
	Site ID* | *Close Date: *313598* | *1989-12-31 00:00:00*			
Spill Number 8710952	400 BLOCK ERIE BLVD SYRACUSE NY	WSW	0.31 / 1,648.09	91
	Site ID* | *Close Date: *281831* | *1988-04-12 00:00:00*			
HIGHWAY OIL CO.	STATION 107 AUBURN NY	NW	0.33 / 1,734.74	92
	Site ID* | *Close Date: *132497* | *1987-07-03 00:00:00*			
AUTO FINISHERS SUPPLY CO	206-208 PLUM ST SYRACUSE NY	W	0.33 / 1,765.07	93
	Site ID* | *Close Date: *116943* | *1999-09-17 00:00:00*			
Spill Number 0307721	601 WEST GENESSEE STREET SYRACUSE NY	W	0.34 / 1,803.53	95

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
	Site ID* | *Close Date: *318571* | *2003-10-28 00:00:00*			
501 PLUM ST.	501 PLUM STREET SYRACUSE NY	NW	0.35 / 1,853.88	96
	Site ID* | *Close Date: *287306* | *1993-01-11 00:00:00*			
DUPLI GRAPHICS	W. JEFFERSON & WEST ST.'S SYRACUSE NY	SW	0.38 / 2,027.13	102
	Site ID* | *Close Date: *135578* | *1988-09-01 00:00:00*			
KRAFT FOODS	120 WILKINSON STREET SYRACUSE NY	WSW	0.39 / 2,072.49	104
	Site ID* | *Close Date: *246629* | *1988-02-04 00:00:00*			
KRAFT DAIRY	120 WILKINSON STREET SYRACUSE NY	WSW	0.39 / 2,072.49	104
	Site ID* | *Close Date: *246630* | *1988-02-22 00:00:00*			
SYRACUSE SCALE	156 SOLAR STREET SYRACUSE NY	NW	0.41 / 2,169.39	106
	Site ID* | *Close Date: *211790* | *1996-12-31 00:00:00*			
SURE GOODS FOODS	528 ERIE BLVD WEST SYRACUSE NY	WSW	0.41 / 2,177.00	107
	Site ID* | *Close Date: *265423* | *1999-07-08 00:00:00*			
500 WARREN ST	500 WARREN ST SYRACUSE NY	S	0.41 / 2,183.92	108
	Site ID* | *Close Date: *295387* | *2000-04-24 00:00:00*			
CATHEDRAL IMMACULATE CON.	420 MONTGOMERY AVE SYRACUSE NY	SSE	0.42 / 2,193.35	109
	Site ID* | *Close Date: *317505* | *1988-02-05 00:00:00*			
STEAM STATION	601 S. STATE ST SYRACUSE NY	SSE	0.44 / 2,308.13	111
	Site ID* | *Close Date: *93875* | *1988-12-12 00:00:00*			
MONTGOMERY STREET	MONGOMERY ST AND MADISON SYRACUSE NY	SSE	0.44 / 2,311.81	112
	Site ID* | *Close Date: *316015* | *2003-12-15 00:00:00*			
Spill Number 8601815	600 S. STATE ST @ CIVIC CTR. SYRACUSE NY	SSE	0.44 / 2,321.09	113
	Site ID* | *Close Date: *137258* | *1988-01-15 00:00:00*			
FORMER ACCURATE DIE SITE	547 EAST GENESEE STREET SYRACUSE NY	SE	0.46 / 2,435.59	116
	Site ID* | *Close Date: *129682* | *1996-01-01 00:00:00*			
J & S LEASING	212 SOLAR STREET SYRACUSE NY	NW	0.48 / 2,522.45	117

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
	Site ID* | *Close Date: *143307* | *2002-06-03 00:00:00*			
513 WEST STREET	513 SOUTH WEST STREET SYRACUSE NY	SSW	0.48 / 2,555.65	119
	Site ID* | *Close Date: *203639* | *1995-04-13 00:00:00*			
HARRISON PARKING GARAGE	WARREN & HARRISON ST SYRACUSE NY	S	0.49 / 2,580.86	120
	Site ID* | *Close Date: *121632* | *1999-11-26 00:00:00*			

UST - Underground Storage Tanks- UST-Petroleum Bulk Storage (PBS)

A search of the UST database, dated Sep 21, 2016 has found that there are 14 UST site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
V.I.P. STRUCTURES, INC.	ONE WEBSTER'S LANDING SYRACUSE NY 13202	N	0.06 / 336.32	25
	Site ID* | *Site Status: *46516* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed - Removed* | *1991-12-01 00:00:00*			
SUNOCO #0363-8954	200 NORTH STATE ST SYRACUSE NY 13203	E	0.14 / 732.53	51
	Site ID* | *Site Status: *44647* | *Active* ***Tank No* | *Tank Status* | *Close Date***: *003* | *In Service* | *, 002* | *In Service* | *, 001* | *In Service* |			
CALDWELL & WARD BRASS CO. INC.	124 BURNET AVE SYRACUSE NY 13203	E	0.24 / 1,249.15	77
	Site ID* | *Site Status: *45604* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed - Removed* | *2005-07-31 00:00:00*			
SPEEDWAY # 7682	400 ERIE BLVD SYRACUSE NY 13203	ESE	0.24 / 1,253.06	79
	Site ID* | *Site Status: *44906* | *Active* ***Tank No* | *Tank Status* | *Close Date***: *3* | *In Service* | *, 2* | *In Service* | *, 4* | *In Service* | *, 5* | *In Service* | *, 1* | *In Service* |			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
THE HERALD COMPANY	CLINTON SQUARE SYRACUSE NY 13202	SSW	0.03 / 158.60	13
	Site ID* | *Site Status: *46128* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *005* | *Closed - Removed* | *2000-09-22 00:00:00, 001* | *Closed - Removed* | *1998-07-01 00:00:00, 004* | *Closed - Removed* | *2000-09-22 00:00:00, 003* | *Closed - Removed* | *2000-09-22 00:00:00, 002* | *Closed - Removed* | *1998-07-01 00:00:00*			
WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202	SW	0.03 / 161.47	14
	Site ID* | *Site Status: *46093* | *Active* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed - Removed* | *2004-05-14 00:00:00, 002* | *Closed - Removed* | *2004-05-14 00:00:00*			
KRELL DIST. CO. INC.	211 HERALD PL SYRACUSE NY 13202	NW	0.04 / 221.96	19
	Site ID* | *Site Status: *46122* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed Prior to 03/1991* |			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
JAMES M. HANLEY U.S. COURTHOUSE	& FEDERAL BUILDING 100 S. CLINTON ST SYRACUSE NY 13261	SSW	0.07 / 384.45	28
	Site ID* | *Site Status: *46652* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *1* | *Closed - Removed* | *1998-12-01 00:00:00*			
THE UNIVERSITY BUILDING	120 E. WASHINGTON ST SYRACUSE NY 13202	S	0.12 / 641.40	49
	Site ID* | *Site Status: *46985* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed - In Place* | *1999-08-01 00:00:00*			
WASHINGTON / WALTON CO LLC	333 WEST WASHINGTON ST SYRACUSE NY 13202	SW	0.15 / 786.28	53
	Site ID* | *Site Status: *414782* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *02* | *Closed - Removed* | *2009-06-09 00:00:00, 01* | *Closed - Removed* | *2009-06-09 00:00:00*			
NIAGARA MOHAWK POWER CORP.	300 ERIE BLVD WEST SYRACUSE NY 13202	WSW	0.17 / 908.64	58
	Site ID* | *Site Status: *45815* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed Prior to 03/1991* | *, 002* | *Closed Prior to 03/1991* |			
FELDMAN-MONDLICK, INC.	441 N. FRANKLIN ST SYRACUSE NY 13204	NNW	0.21 / 1,126.77	67
	Site ID* | *Site Status: *46235* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed - Removed* | *1990-11-01 00:00:00*			
NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	80
	Site ID* | *Site Status: *45640* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed - Removed* | *1995-11-01 00:00:00*			
SENATOR HUGHES STATE OFFICE BUILDING	333 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.25 / 1,314.40	83
	Site ID* | *Site Status: *46965* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *1* | *Closed - Removed* | *1999-07-01 00:00:00*			

AST - The Bulk Storage Program Database - AST

A search of the AST database, dated Sep 21, 2016 has found that there are 9 AST site(s) within approximately 0.25 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
WALT'S AUTOMOTIVE SERVICE LLC	238 WEST GENESEE ST SYRACUSE NY 13202	SW	0.03 / 161.47	14
	Site ID* | *Site Status: *46093* | *Active* ***Tank No* | *Tank Status* | *Close Date***: *2* | *In Service* | *, 3* | *In Service* | *, 1* | *In Service* | *, 4* | *In Service* |			
RECORD MANAGEMENT SYSTEMS	216 W. WILLOW ST SYRACUSE NY 13202	W	0.04 / 235.10	20
	Site ID* | *Site Status: *47027* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *001* | *Closed - In Place* | *1997-09-01 00:00:00*			
M & T BANK	101 SOUTH SALINA ST SYRACUSE NY 13202	SSE	0.07 / 384.41	27
	Site ID* | *Site Status: *336892* | *Unregulated/Closed* ***Tank No* | *Tank Status* | *Close Date***: *1* | *Closed - Removed* | *2016-06-25 00:00:00*			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
NYSERNET.ORG INC	100 SOUTH SALINA ST SYRACUSE NY 13202	S	0.08 / 439.77	33
	***Site ID | Site Status**: 404051 | Active* ***Tank No | Tank Status | Close Date**: 001 | In Service |*			
AT&T SYRACUSE (NY 1198)	19 SOUTH WARREN ST SYRACUSE NY 13202	SE	0.09 / 450.66	35
	***Site ID | Site Status**: 439104 | Unregulated/Closed* ***Tank No | Tank Status | Close Date**: NY1198-A1 | In Service |*			
STATE TOWER ASSOCIATES	109 S. WARREN ST STATE TOWER BUILDING SYRACUSE NY 13202	SE	0.11 / 562.45	39
	***Site ID | Site Status**: 46468 | Unregulated/Closed* ***Tank No | Tank Status | Close Date**: 001 | Tank Converted to Non-Regulated Use | 1994-04-01 00:00:00*			
KEY BANK OF NEW YORK	201 S. WARREN ST SYRACUSE NY 13202	SSE	0.15 / 790.49	54
	***Site ID | Site Status**: 46695 | Unregulated/Closed* ***Tank No | Tank Status | Close Date**: 1 | Closed - Removed | 1994-08-01 00:00:00*			
SYRACUSE BARBER & BEAUTY SUPPLY, INC.	320 S. CLINTON ST CORNER OF CLINTON & WALTON SYRACUSE NY 13202	S	0.20 / 1,035.98	61
	***Site ID | Site Status**: 46986 | Unregulated/Closed* ***Tank No | Tank Status | Close Date**: 001 | Closed - In Place | 1997-07-01 00:00:00*			
NEW YORK TELEPHONE	300 E. WASHINGTON ST SYRACUSE NY 13202	SE	0.24 / 1,275.46	80
	***Site ID | Site Status**: 45640 | Unregulated/Closed* ***Tank No | Tank Status | Close Date**: 002 | Closed - Removed | 1995-11-01 00:00:00, 003 | Closed - Removed | 1995-11-01 00:00:00*			

NY ENG - Registry of Engineering Controls in New York State

A search of the NY ENG database, dated Aug 10, 2016 has found that there are 1 NY ENG site(s) within approximately 0.50 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	64

NY INST - Registry of Institutional Controls in New York State

A search of the NY INST database, dated Aug 10, 2016 has found that there are 1 NY INST site(s) within approximately 0.50 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	64

VCP - Voluntary Cleanup Agreements

A search of the VCP database, dated Aug 10, 2016 has found that there are 10 VCP site(s) within approximately 0.50 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
432 North Franklin Street	432 North Franklin Street Syracuse NY 13204-	NNW	0.20 / 1,068.95	64
Hosek Prop/339 W Jeff.St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	94
Hosek Prop/343 W Jeff.St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	97
Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	97
Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	98
W.Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,917.32	99
Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	101
Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	103
Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	105
Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	123

ERP - Environmental Restoration Program Listing

A search of the ERP database, dated Aug 10, 2016 has found that there are 1 ERP site(s) within approximately 0.50 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Otisca Building	900 North McBride Street (& Butternut) Syracuse NY 13208	NNE	0.44 / 2,336.87	115

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key

BROWNFIELDS - Brownfields Site List (Subset of Site Remediation)

A search of the BROWNFIELDS database, dated Aug 10, 2016 has found that there are 13 BROWNFIELDS site(s) within approximately 0.50 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Leeds Building Property	407-409 HICKORY STREET SYRACUSE NY 13203	NE	0.21 / 1,130.24	68
700 Out Parcel, LLC	701-709 East Water Street Syracuse NY 13202	ESE	0.49 / 2,588.37	122

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
Washington Station	333 W. Washington Street Syracuse NY 13202	SW	0.15 / 786.28	53
432 North Franklin Street	432 North Franklin Street Syracuse NY 13201	NNW	0.20 / 1,068.95	64
Hosek Prop/339 W Jeff.St(400 Bk of SW ST	339 West Jefferson Street Syracuse NY 13202-	SSW	0.34 / 1,783.76	94
Hosek Prop/343 W Jeff.St.(400 Bk of SW S	343 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	97
Vacant Lot(400 Block of SWest Street)	347-351 West Jefferson Street Syracuse NY 13202-	SW	0.35 / 1,867.01	97
Hosek Prop/345 W Jeff. St(400 Bk of SW S	345 West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,887.12	98
W.Jefferson St. Roadway&ROW(400 of SW St	West Jefferson Street Syracuse NY 13202-	SW	0.36 / 1,926.12	100
Form. Dupli Graphics Facility(400 Block)	358 West Jefferson Street & West Street Syracuse NY 13202-	SW	0.37 / 1,949.73	101

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
Form.Dupli GraphicsParking Lot(400 Bloc)	401-411 South West Street Syracuse NY 13202-	SW	0.39 / 2,043.33	103
Radell (400 Block of South West Street)	413-419 South West Street Syracuse NY 13202-	SW	0.39 / 2,079.74	105
Syracuse Auto Dynamics(400 Bk of SW St)	517 South West Street and Fabius Street Syracuse NY 13202-	SSW	0.49 / 2,602.93	123

Non Standard

Federal

FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Mar 9, 2016 has found that there are 2 FINDS/FRS site(s) within approximately 0.02 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
M & T BANK	101 S SALINA ST SYRACUSE NY 13202	-	0.00 / 0.00	1
NIAGARA MOHAWK A NATIONAL GRID CO	N SALINA ST & E WILLOW ST SYRACUSE NY 13202	E	0.00 / 3.65	3

TRIS - Toxics Release Inventory (TRI) Program

A search of the TRIS database, dated Dec 31, 2014 has found that there are 16 TRIS site(s) within approximately 0.02 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6
CALDWELL & WARD BRASS CO INC	124 BURNET AVE SYRACUSE NY 13203	SSW	0.01 / 55.67	6

ALT FUELS - Alternative Fueling Stations

A search of the ALT FUELS database, dated Nov 3, 2016 has found that there are 2 ALT FUELS site(s) within approximately 0.25 miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
EVPASS	141 West Washington Street Syracuse NY 13202	SSW	0.12 / 645.42	50
EVPASS	217 Montgomery Street Syracuse NY 13202	SE	0.23 / 1,202.85	74

State

NY SPILLS - Spill Incidents Database

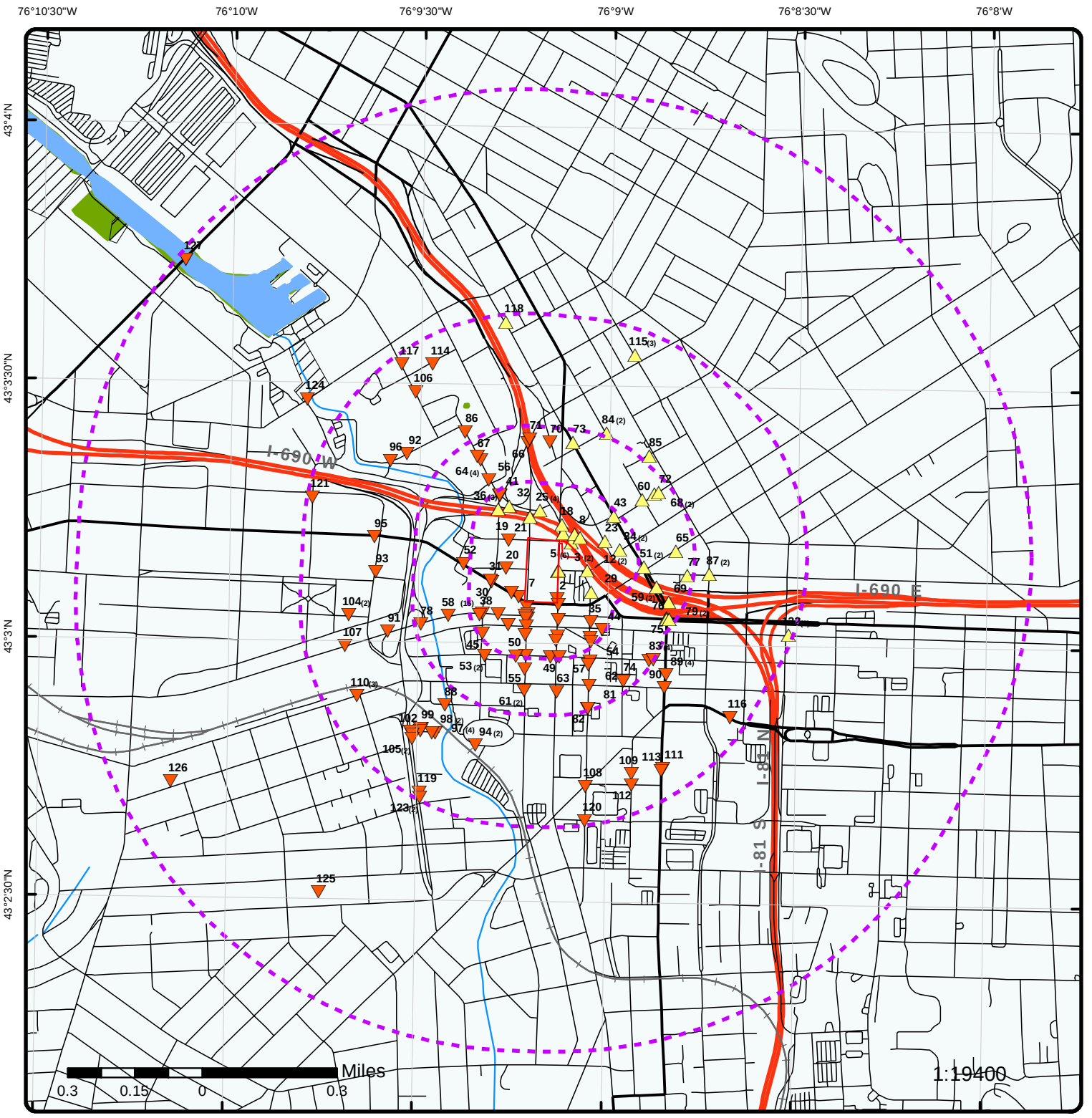
A search of the NY SPILLS database, dated Sep 21, 2016 has found that there are 25 NY SPILLS site(s) within approximately 0.12 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
THE HAROLD COMPANY	101 NORTH SALINA ST SYRACUSE NY	-	0.00 / 0.00	1
	Site ID* | *Close Date: *256623* | *2001-02-21 00:00:00*			
ROADWAY	NB I 81 SOUTH OF EB 690 SPLIT SYRACUSE NY	NE	0.01 / 32.21	5
	Site ID* | *Close Date: *478505* | *2013-02-08 00:00:00*			
RT 81 NORTH & 690 WEST	RT 81/RT 690 SYRACUSE NY	NE	0.01 / 32.21	5
	Site ID* | *Close Date: *277502* | *1994-09-29 00:00:00*			
ON A BRIDGE	I-81 & I-690 INTERCHANGE SYRACUSE NY	NE	0.03 / 137.89	10
	Site ID* | *Close Date: *80900* | *2004-12-28 00:00:00*			
PAINT STRIPPER	N CLINTON ST SYRACUSE NY	NNW	0.05 / 246.51	21
	Site ID* | *Close Date: *176569* | *1989-06-06 00:00:00*			
FRANKLIN ST. RAMP	I-81 S/FRANKLIN ST RAMP SYRACUSE NY	NW	0.09 / 479.17	36
	Site ID* | *Close Date: *300861* | *1994-09-19 00:00:00*			
MANHOLE 510	N STATE AND HICKORY ST SYRACUSE NY	NE	0.11 / 605.63	43
	Site ID* | *Close Date: *462807* | *2012-06-26 00:00:00*			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
AUTO GARAGE	115 NORTH SALINA STREET SYRACUSE NY	-	0.00 / 0.00	2
	Site ID* | *Close Date: *493399* | *2014-09-23 00:00:00*			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
MVA	N. SALINA / W. GENESEE ST SYRACUSE NY	SSE	0.00 / 23.14	4
	Site ID* | *Close Date: *514987* | *2016-06-15 00:00:00*			
ON CLINTON STREET SIDE	210 WEST GENESEE STREET SYRACUSE NY	SW	0.01 / 73.52	7
	Site ID* | *Close Date: *337224* | *2005-02-08 00:00:00*			
J.P. BYRNE RETREAD SHOP	238 WEST GENESEE STREET SYRACUSE NY	SW	0.03 / 161.47	14
	Site ID* | *Close Date: *281910* | *1995-02-28 00:00:00*			
HESS; ROUTE 11	ROUTE 11, S. SALINA ST SYRACUSE NY	SSE	0.04 / 191.08	17
	Site ID* | *Close Date: *265466* | *1987-06-10 00:00:00*			
TRANSFORMER LEAK	S. CLINTON ST & WATER ST SYRACUSE NY	SSW	0.05 / 287.70	22
	Site ID* | *Close Date: *129966* | *1994-06-16 00:00:00*			
WEST WATER STREET	228-238 WEST WATER ST SYRACUSE NY	SSW	0.06 / 332.01	24
	Site ID* | *Close Date: *319631* | *2004-11-17 00:00:00*			
JAMES M HANLEY FED BUILDI	100 S CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	28
	Site ID* | *Close Date: *75309* | *2000-10-24 00:00:00*			
FEDERAL BUILDING	100 SOUTH CLINTON ST SYRACUSE NY	SSW	0.07 / 384.45	28
	Site ID* | *Close Date: *487548* | *2013-10-02 00:00:00*			
GENESEE AND FRANKLIN	GENESEE AND FRANKLIN SYRACUSE NY	WSW	0.08 / 398.31	30
	Site ID* | *Close Date: *71473* | *1994-02-10 00:00:00*			
.5	300 WEST GENESEE SYRACUSE NY	WSW	0.08 / 408.88	31
	Site ID* | *Close Date: *86957* | *1999-05-12 00:00:00*			
ROADWAY TO PRKING LOT	ERIE BLVD./FRANKLIN ST. SYRACUSE NY	SW	0.10 / 516.73	37
	Site ID* | *Close Date: *392099* | *2009-01-06 00:00:00*			
CURB AND STORM DRAIN	INT. OF BUTTERNUT & FRANKLIN STS. SYRACUSE NY ***Site ID* | *Close Date***: *469438* | *2014-08-22 00:00:00*	NNW	0.11 / 588.68	40
SHELL, E. GENESEE ST.	200 BLOCK E GENESEE ST SYRACUSE NY	SSE	0.11 / 604.06	42
	Site ID* | *Close Date: *283559* | *1989-06-27 00:00:00*			

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
BASEMENT TAILOR SHOP	224 EAST WATER STREET SYRACUSE NY	SE	0.12 / 617.78	44
	Site ID* | *Close Date: *91962* | *2002-08-06 00:00:00*			
FRANKLIN ST	129 FRANKLIN ST SYRACUSE NY	SW	0.12 / 619.03	45
	Site ID* | *Close Date: *137852* | *1990-06-13 00:00:00*			
WASHINGTON ST AND SALINA	WASHINGTON ST AND SALINA SYRACUSE NY	S	0.12 / 630.14	46
	Site ID* | *Close Date: *253327* | *2004-02-12 00:00:00*			
INTERSECTION	CLINTON AND EAST WASHINGTON SYRACUSE NY	SSW	0.12 / 630.60	47
	Site ID* | *Close Date: *448159* | *2011-07-05 00:00:00*			



Map : 1 Mile Radius

Order No: 20161130088

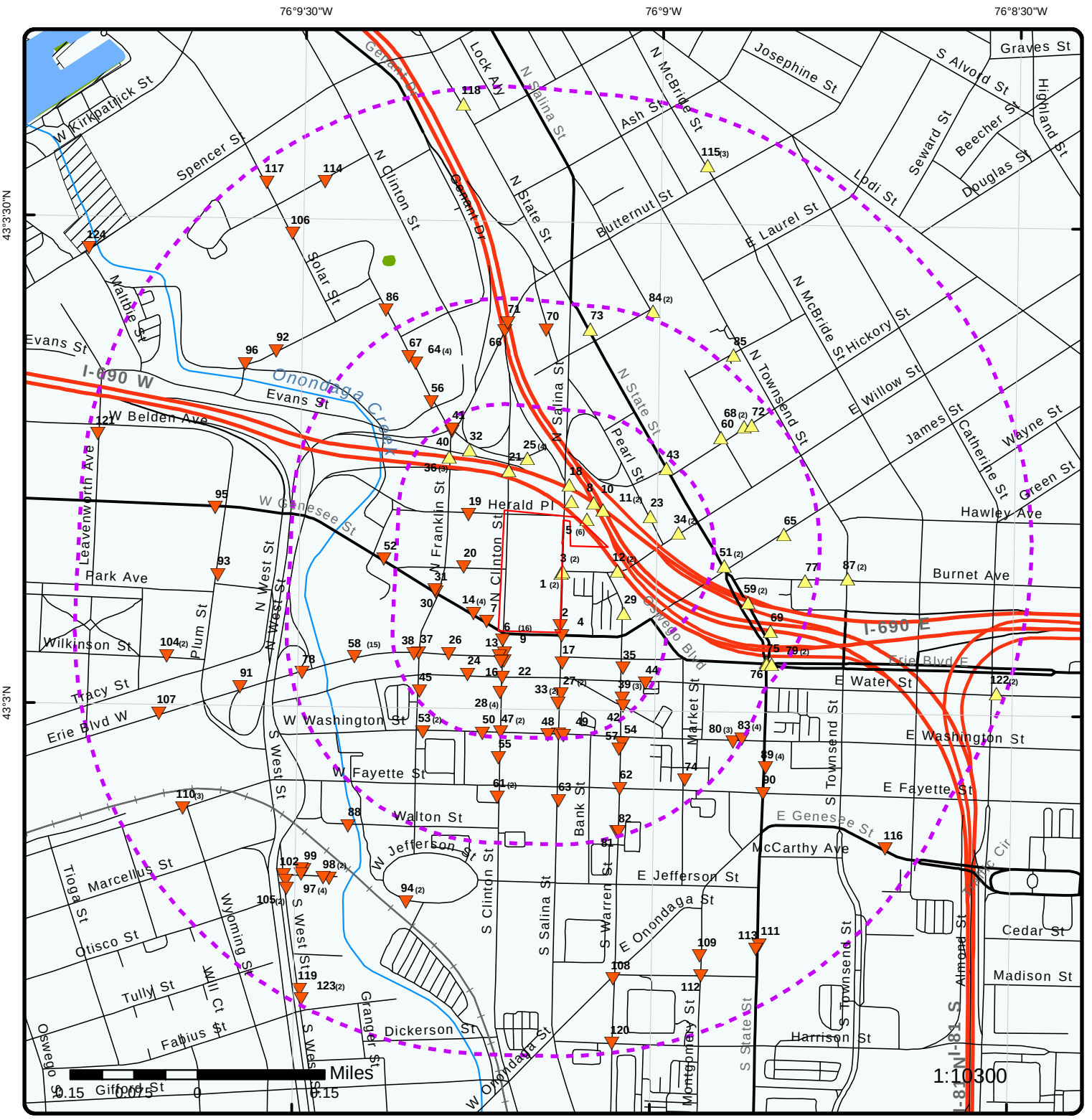
Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202

ENVIRONMENTAL RISK INFORMATION SERVICES

- Project Property
- **Buffer Outline**
- Eris Sites with Higher Elevation
- Eris Sites with Same Elevation
- Eris Sites with Lower Elevation
- Eris Sites with Unknown Elevation
- County Boundary
- Rails
- Major Highways
- Major Highways Ramps
- Major Roads
- Major Roads Ramps
- Secondary Roads
- Secondary Roads Ramps
- Local Roads and Ramps
- State Boundary
- National Priority List Sites
- National Wetland
- Indian Reserve Land
- Historic Fill
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- State Brownfield Sites
- State Brownfield Areas
- State Superfund Areas:Dept. of Defense
- State Superfund Areas:NPL
- WQARF Areas
- Federal Lands: Dept. of Defense (owned/administered areas)

Source: © 2016 ESRI

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Map : 0.5 Mile Radius

Order No: 20161130088

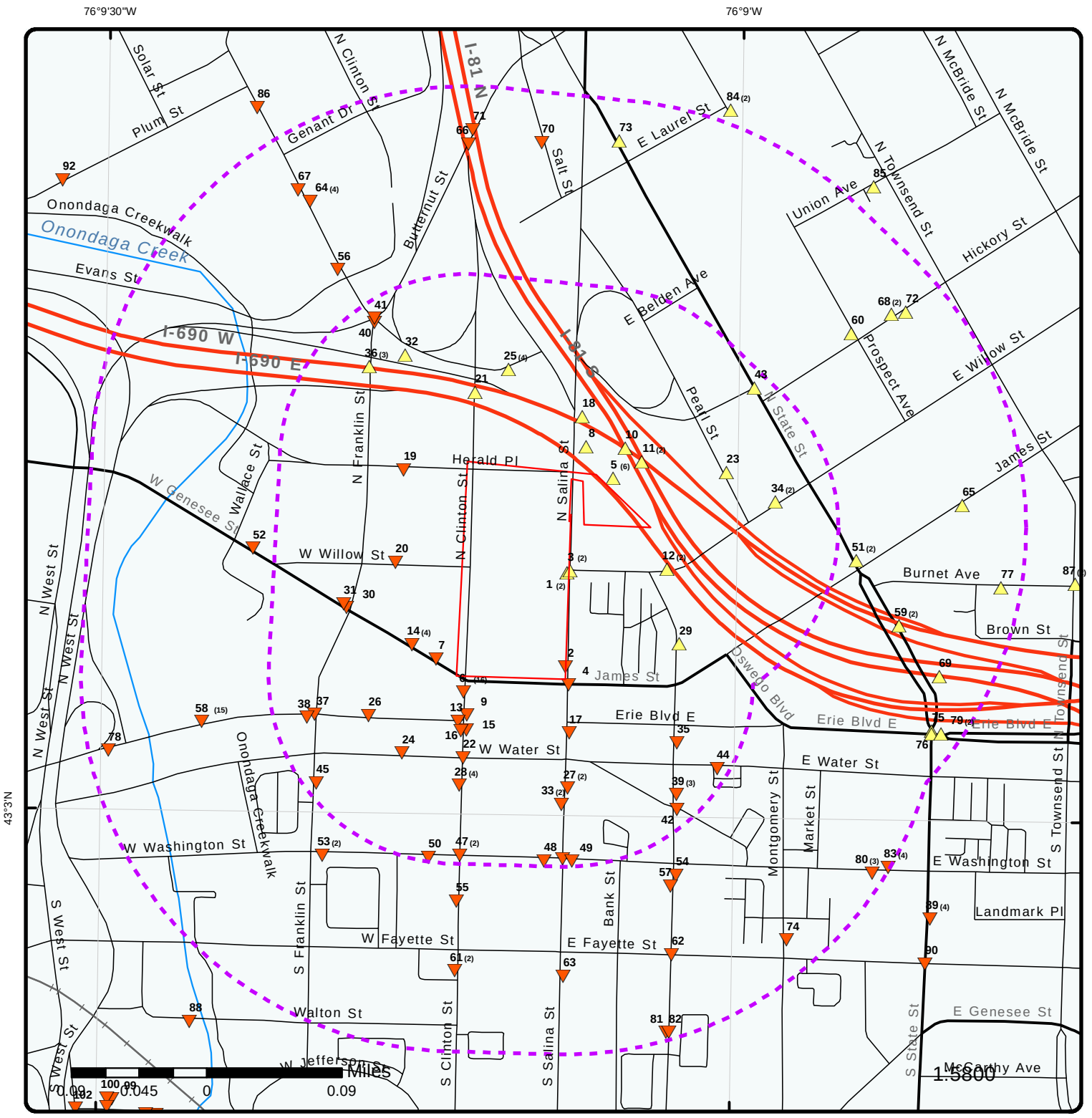
Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202

ENVIRONMENTAL RISK INFORMATION SERVICES

- Project Property
- Buffer Outline
- Eris Sites with Higher Elevation
- Eris Sites with Same Elevation
- Eris Sites with Lower Elevation
- Eris Sites with Unknown Elevation
- County Boundary
- Rails
- Major Highways
- Major Highways Ramps
- Major Roads
- Major Roads Ramps
- Secondary Roads
- Secondary Roads Ramps
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- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- State Brownfield Sites
- State Brownfield Areas
- State Superfund Areas:Dept. of Defense
- State Superfund Areas:NPL
- WQARF Areas
- Federal Lands: Dept. of Defense (owned/administered areas)

Source: © 2016 ESRI

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Map : 0.25 Mile Radius

Order No: 20161130088

Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202

ENVIRONMENTAL RISK INFORMATION SERVICES

- Project Property
- Buffer Outline
- Eris Sites with Higher Elevation
- Eris Sites with Same Elevation
- Eris Sites with Lower Elevation
- Eris Sites with Unknown Elevation
- County Boundary
- Rails
- Major Highways
- Major Highways Ramps
- Major Roads
- Major Roads Ramps
- Secondary Roads
- Secondary Roads Ramps
- Local Roads and Ramps
- State Boundary
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- National Wetland
- Indian Reserve Land
- Historic Fill
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- State Brownfield Sites
- State Brownfield Areas
- State Superfund Areas:Dept. of Defense
- State Superfund Areas:NPL
- WQARF Areas
- Federal Lands: Dept. of Defense (owned/administered areas)

Source: © 2016 ESRI

© ERIS Information Inc.

76°9'W



Aerial

Order No: 20161130088

Address: 101-239 And 214 N Salina St, Syracuse, NY, 13202

ENVIRONMENTAL RISK INFORMATION SERVICES

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Source: ESRI World Imagery

Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
1	1 of 2	-	0.00 / 0.00	406.17	M & T BANK 101 S SALINA ST SYRACUSE NY 13202	FINDS/FRS

Registry ID:	110014359336
FIPS Code:	36067
Program Acronyms:	RCRAINFO
HUC Code:	04140201
Site Type Name:	STATIONARY
EPA Region Code:	02
Conveyor:	FRS-GEOCODE
County Name:	ONONDAGA
Source:	
SIC Codes:	
SIC Code Descriptions:	
Federal Facility Code:	
NAICS Codes:	
NAICS Code Descriptions:	
Federal Agency Name:	
US/Mexico Border Ind:	
Congressional Dist No:	25
Census Block Code:	360670032001026
Create Date:	17-MAY-2003 22:37:36
Update Date:	29-DEC-2014 09:47:09
Location Description:	
Supplemental Location:	101 S SALINA ST
Tribal Land Code:	
Tribal Land Name:	
Latitude:	43.05026
Longitude:	-76.15182
Coord Collection Method:	ADDRESS MATCHING-HOUSE NUMBER
Accuracy Value:	30
Datum:	NAD83
Reference Point:	CENTER OF A FACILITY OR STATION
Interest Types:	CESQG
Facility Detail Rprt URL:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110014359336

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
1	2 of 2	-	0.00 / 0.00	406.17	THE HAROLD COMPANY 101 NORTH SALINA ST SYRACUSE NY	NY SPILLS

Site ID:	256623	**Water Body:**	
Spill NO:	0007349	**REM Phase:**	0
Spill Date:	2000-09-22 15:30:00	**Lead DEC:**	CXROSSI
Close Date:	2001-02-21 00:00:00	**Reported By:**	Affected Persons
Create Date:	2000-09-22 00:00:00	**Referred to:**	
Update Date:	2001-02-21 00:00:00	**CAC Date:**	
Program Type:	ER	**Source:**	Institutional, Educational, Gov., Other
DER Facility ID:	210146	**Class:**	B3
Cont Factor:	Other	**Rcvd Date:**	2000-09-22 15:42:00
UST Trust:	No	**Insp Date:**	2000-09-22 00:00:00
Penalty:	No	**County:**	Onondaga
SWIS Code:	3415	**Latitude:**	43.051013710
DEC Region:	7	**Longitude:**	-76.152253620
CID:	252	**After Hours:**	No
Meets Std:	No		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Callerremark:

Decremark:

Spiller Information

--	--
Spiller Name:	MICHAEL STERN
Spiller Company:	SYRACUSE NEWSPAPERS
Spiller Address:	CLINTON SQ (PO BOX 4915)
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13221-4915
Spiller Country:	001
Contact Name:	MICHAEL STERN
Contact Phone:	(315) 470-2224
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	256623
Spill Number:	0007349
OP Unit ID:	830013
OU:	01
Material ID:	560461
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
2	1 of 1	-	0.00 / 0.00	403.23	AUTO GARAGE 115 NORTH SALINA STREET SYRACUSE NY	NY SPILLS

Site ID:	493399	**Water Body:**	
Spill NO:	1400170	**REM Phase:**	0
Spill Date:	2014-04-05 15:58:00	**Lead DEC:**	cxrossi
Close Date:	2014-09-23 00:00:00	**Reported By:**	Other
Create Date:	2014-04-05 16:01:00	**Referred to:**	
Update Date:	2014-09-23 13:44:17.413000000	**CAC Date:**	
Program Type:	ER	**Source:**	Commercial/Industrial
DER Facility ID:	448278	**Class:**	D5
Cont Factor:	Deliberate	**Rcvd Date:**	2014-04-05 15:13:00
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	Onondaga
SWIS Code:	3415	**Latitude:**	43.051392312
DEC Region:	7	**Longitude:**	-76.152244529
CID:		**After Hours:**	Yes
Meets Std:	No		
Decremark:			

""

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Callerremark:

"report that this garage is only for auto sales - , but garage does repairs and oil changes and leaves the oil all over the ground clean up pending"

Spiller Information

--	--
Spiller Name:	DENNIS PELLO
Spiller Company:	207 AUTO SALES
Spiller Address:	115 NORTH SALINA STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	DENNIS PELLO
Contact Phone:	(315) 863-9087
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	493399
Spill Number:	1400170
OP Unit ID:	1242906
OU:	01
Material ID:	2243492
Material Code:	0015
Material NA:	motor oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	
Recovered:	
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
3	1 of 2	E	0.00 / 3.65	406.17	NIAGARA MOHAWK A NATIONAL GRID CO N SALINA ST & E WILLOW ST SYRACUSE NY 13202	FINDS/FRS

Registry ID:	110064020722
FIPS Code:	36067
Program Acronyms:	RCRAINFO
HUC Code:	04140201
Site Type Name:	STATIONARY
EPA Region Code:	02
Conveyor:	FRS-GEOCODE
County Name:	ONONDAGA
Source:	
SIC Codes:	
SIC Code Descriptions:	
Federal Facility Code:	
NAICS Codes:	
NAICS Code Descriptions:	
Federal Agency Name:	
US/Mexico Border Ind:	
Congressional Dist No:	25

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Census Block Code:	360670032001012
Create Date:	29-APR-2015 20:02:06
Update Date:	
Location Description:	
Supplemental Location:	N SALINA ST & E WILLOW ST
Tribal Land Code:	
Tribal Land Name:	
Latitude:	43.05236
Longitude:	-76.15214
Coord Collection Method:	ADDRESS MATCHING-NEAREST INTERSECTION
Accuracy Value:	200
Datum:	NAD83
Reference Point:	ENTRANCE POINT OF A FACILITY OR STATION
Interest Types:	UNSPECIFIED UNIVERSE
Facility Detail Rprt URL:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110064020722

3	**2 of 2**	**E**	**0.00 / 3.65**	**406.17**	**NIAGARA MOHAWK A NATIONAL GRID CO** **N SALINA ST & E WILLOW ST** **MANHOLE 2-1** **SYRACUSE NY 13202**	**RCRA NON GEN**

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000971499
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	LENNY DELVECCHIO
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	MANHOLE 2-1
--	--
Owner/Operator Information	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20150310
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Date Received:	20150629
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Hazardous Waste Information

--	--
Waste Code:	B007
Waste:	
--	--
Waste Code:	B002
Waste:	
--	--

Violation/Evaluation Information

--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
4	1 of 1	SSE	0.00 / 23.14	402.57	MVA N. SALINA / W. GENESEE ST SYRACUSE NY	NY SPILLS

Site ID:	514987	Water Body:	
Spill NO:	1507501	REM Phase:	0
Spill Date:	2015-10-17 10:13:00	Lead DEC:	DJLASALL
Close Date:	2016-06-15 00:00:00	Reported By:	Fire Department
Create Date:	2015-10-17 10:48:00	Referred to:	
Update Date:	2016-06-15 13:11:21.420000000	CAC Date:	2016-01-25 00:00:00
Program Type:	ER	Source:	Passenger Vehicle
DER Facility ID:	469422	Class:	C1
Cont Factor:	Traffic Accident	Rcvd Date:	2015-10-17 10:45:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	Yes
Meets Std:	No		
Callerremark:			

"Clean up pending, local FD put down speedy dry. Call back request."

Decremark:

"Spill resulting from two vehicle MVA. spill was to blacktop with possible impact to storm drain. Op-tech hired by DEC. Op-Tech picked up speedy dry applied by FD and inspected storm drain for gasoline. No sheen or free product noted in drain. Syr PD report entered into DECDOCS"

Spiller Information

--	--
Spiller Name:	
Spiller Company:	ANTONISE ELMORE
Spiller Address:	110 ONONDAGA AVE D1
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13204
Spiller Country:	999
Contact Name:	LT. HUNTER
Contact Phone:	315-263-3279
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	514987
Spill Number:	1507501
OP Unit ID:	1264162
OU:	01
Material ID:	2267921
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	5.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
5	1 of 6	NE	0.01 / 32.21	408.98	I81 AT I690 I81 AT I690 SYRACUSE NY	LEAKING TANKS

Site ID:	467020	**DECREG:**	*7*
Spill NO:	1204153	**Lead DEC:**	*menash*
SWIS Code:	3415	**Contr Factor:**	*Tank Test Failure*
DER Fac ID:	421351	**Source:**	*Commercial Vehicle*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:	C3	**Meets Std:**	*No*
Spill Date:	2012-07-27 00:28:00	**Water Body:**	
Close Date:	2013-01-17 00:00:00	**Rem Phase:**	*0*
Update Date:	2013-01-17 10:51:23.730000000	**Refer to:**	
CAC Date:		**Reported By:**	*Other*
Create Date:	2012-07-27 00:56:00	**After Hours:**	*Yes*
Received Date:	2012-07-27 00:53:00	**County:**	*Onondaga*
Latitude:		**Inspection Date:**	
Longitude:			
Caller Remark:			

"***** RESPONSE REQUESTED***** MVA with approx 100 gallons of diesel to pavement."

DEC Remark:

"Tractor trailor hit guard rail at downtown section of I81. Motor and chassis remained on I81. Cab landed in parking lot on Mcbride and Erie blvd. Approximately sixty gallons went into parking area. Remaining diesel spread over I81 bed. Op-ted called for cleanup. Syracuse Police Accident Report # 12-370083. Big Red Towing, Syracuse, NY, recovered truck cab and chassis. ISR submitted 17 January 2013."

Spiller Information

--	--
Spiller Name:	DOUG POPE
Spiller Company:	TRANSPORTATION NETWORK CARRIERS
Spiller Address:	389 E MORGAN STREET
Spiller City:	MARTINSVILLE
Spiller State:	IN
Spiller Zip:	46151
Spiller Country:	999
Contact Name:	JASON
Contact Phone:	(315) 435-8883
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	467020
Spill Number:	1204153
OP Unit ID:	1216990
OU:	01
Material ID:	2215246
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	100.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Units:	G
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
5	2 of 6	NE	0.01 / 32.21	408.98	NYSDOT BRIDGE BIN 1095510 RTE I-690 OVER RTE I-81 SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000049874
Current Site Name:	NYSDOT BRIDGE BIN 1095510
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19980203
Facility Name:	NYSDOT BRIDGE BIN 1095510
Classification:	Large Quantity Generator
--	--
Date Received:	19990714
Facility Name:	NYSDOT BRIDGE BIN 1095510
Classification:	Small Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1095510
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1095510
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
5	3 of 6	NE	0.01 / 32.21	408.98	NYSDOT BRIDGE BIN 1064590 I-81 SB FROM I-690 WB OVER E FAYETTE SYRACUSE NY 13203	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000082636
Current Site Name:	NYSDOT BRIDGE BIN 1064590
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	FAYETTE
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1064590
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 1064590
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1064590
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
5	*4 of 6*	*NE*	*0.01 / 32.21*	*408.98*	***NYSDOT- BIN 105388A*** ***I-81 RAMP TO I-690EB/JAMES STR*** ***SYRACUSE NY 13202***	***RCRA*** ***NON GEN***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000097725

Current Site Name:	NYSDOT- BIN 105388A
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT- BIN 105388A
--	--
Date Received:	20070101
Facility Name:	NYSDOT- BIN 105388A
--	--
Date Received:	20020227

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Facility Name:	NYSDOT- BIN 105388A
Classification:	Large Quantity Generator
--	--
Date Received:	20010604
Facility Name:	NYSDOT BRIDGE BIN 105388A
Classification:	Small Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

5	**5 of 6**	**NE**	**0.01 / 32.21**	**408.98**	**RT 81 NORTH & 690 WEST RT 81/RT 690 SYRACUSE NY**	**NY SPILLS**

Site ID:	277502	**Water Body:**	
Spill NO:	9402823	**REM Phase:**	*0*
Spill Date:	1994-05-25 05:15:00	**Lead DEC:**	*RJBRAZEL*
Close Date:	1994-09-29 00:00:00	**Reported By:**	*Other*
Create Date:	1994-05-26 00:00:00	**Referred to:**	
Update Date:	1994-10-04 00:00:00	**CAC Date:**	*1994-09-29 00:00:00*
Program Type:	ER	**Source:**	*Commercial Vehicle*
DER Facility ID:	225560	**Class:**	*C3*
Cont Factor:	Traffic Accident	**Rcvd Date:**	*1994-05-25 05:20:00*
UST Trust:	No	**Insp Date:**	*1994-09-29 00:00:00*
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:		**After Hours:**	*Yes*
Meets Std:	Yes		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	PGT TRUCKING
Spiller Address:	ONE PGT WAY
Spiller City:	MONACA
Spiller State:	PA
Spiller Zip:	15061
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	277502
Spill Number:	9402823
OP Unit ID:	996619
OU:	01
Material ID:	382995
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	40.00
Units:	G
Recovered:	.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
5	6 of 6	NE	0.01 / 32.21	408.98	ROADWAY NB I 81 SOUTH OF EB 690 SPLIT SYRACUSE NY	NY SPILLS

Site ID:	478505	**Water Body:**	
Spill NO:	1215218	**REM Phase:**	*0*
Spill Date:	2013-02-01 13:41:00	**Lead DEC:**	*MJROMOCK*
Close Date:	2013-02-08 00:00:00	**Reported By:**	*Other*
Create Date:	2013-02-01 14:01:00	**Referred to:**	
Update Date:	2013-02-08 10:05:42.800000000	**CAC Date:**	
Program Type:	ER	**Source:**	*Commercial Vehicle*
DER Facility ID:	433773	**Class:**	*C4*
Cont Factor:	Traffic Accident	**Rcvd Date:**	*2013-02-01 13:59:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:		**After Hours:**	*No*
Meets Std:	No		

Callerremark:

"fire dept cleaning it up"

Decremark:

""

Spiller Information

--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	DISPATCH
Contact Phone:	(315) 435-8884
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	478505
Spill Number:	1215218
OP Unit ID:	1228277
OU:	01
Material ID:	2225855
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

6 **1 of 16** **SSW** **0.01 / 55.67** **402.00** **CALDWELL & WARD BRASS CO INC**
124 BURNET AVE
SYRACUSE NY 13203 **TRIS**

TRI Facility ID:	13203CLDWL124BU	**Year:**	*1997*
BIA Code:		**Tribe:**	
Federal Facility:	NO	**County:**	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1397115067047
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	177
Total Releases:	177
Sec 8 Releases:	177
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	7889
On-Site Treatment:	0
Production Waste:	9645
One-Time Release:	0
Production Ratio:	.84
Parent Company Name:	NA
Parent Company DB No:	NA

6 **2 of 16** **SSW** **0.01 / 55.67** **402.00** **CALDWELL & WARD BRASS CO INC**
124 BURNET AVE
SYRACUSE NY 13203 **TRIS**

TRI Facility ID:	13203CLDWL124BU	**Year:**	*1996*
BIA Code:		**Tribe:**	
Federal Facility:	NO	**County:**	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1396105023687
Chemical:	COPPER
CAS/Compound ID:	007440508

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	101
Total Releases:	101
Sec 8 Releases:	101
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	9333
On-Site Treatment:	0
Production Waste:	17332
One-Time Release:	0
Production Ratio:	.93
Parent Company Name:	NA
Parent Company DB No:	NA

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6 | ***3 of 16*** | ***SSW*** | ***0.01 / 55.67*** | ***402.00*** | ***CALDWELL & WARD BRASS CO INC***
124 BURNET AVE
SYRACUSE NY 13203 | ***TRIS***

TRI Facility ID:	13203CLDWL124BU	**Year:**	*1990*
BIA Code:		**Tribe:**	
Federal Facility:	NO	**County:**	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1390045072687
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	882
Total Releases:	882
Sec 8 Releases:	0
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	0
On-Site Treatment:	0
Production Waste:	0
One-Time Release:	0
Production Ratio:	
Parent Company Name:	NA
Parent Company DB No:	NA

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6 | ***4 of 16*** | ***SSW*** | ***0.01 / 55.67*** | ***402.00*** | ***CALDWELL & WARD BRASS CO INC***
124 BURNET AVE
SYRACUSE NY 13203 | ***TRIS***

TRI Facility ID:	13203CLDWL124BU	**Year:**	*1991*
BIA Code:		**Tribe:**	
Federal Facility:	NO	**County:**	*ONONDAGA*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1391055023042
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	380
Total Releases:	380
Sec 8 Releases:	380
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	10000
On-Site Treatment:	0
Production Waste:	20280
One-Time Release:	0
Production Ratio:	.85
Parent Company Name:	NA
Parent Company DB No:	NA

6	***5 of 16***	***SSW***	***0.01 / 55.67***	***402.00***	***CALDWELL & WARD BRASS CO INC*** ***124 BURNET AVE*** ***SYRACUSE NY 13203***	***TRIS***

TRI Facility ID:	13203CLDWL124BU	***Year:***	*1989*
BIA Code:		***Tribe:***	
Federal Facility:	NO	***County:***	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1389035129927
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	1636
Total Releases:	1636
Sec 8 Releases:	0
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	0
On-Site Treatment:	0
Production Waste:	0
One-Time Release:	0
Production Ratio:	
Parent Company Name:	NA
Parent Company DB No:	NA

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
6	6 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS

TRI Facility ID: 13203CLDWL124BU
BIA Code:
Federal Facility: NO
Year: 1993
Tribe:
County: ONONDAGA

--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1393075030383
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 225
Total Releases: 225
Sec 8 Releases: 225
On-site Contained: 0
On-site Other: 0
On-site Energy Recovery: 0
On-Site Recycling: 10000
On-Site Treatment: 0
Production Waste: 23936
One-Time Release: 0
Production Ratio: .92
Parent Company Name: NA
Parent Company DB No: NA

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
6	7 of 16	SSW	0.01 / 55.67	402.00	CALDWELL & WARD BRASS CO INC 124 BURNET AVE SYRACUSE NY 13203	TRIS

TRI Facility ID: 13203CLDWL124BU
BIA Code:
Federal Facility: NO
Year: 1999
Tribe:
County: ONONDAGA

--Details--

Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1399135013579
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 151
Total Releases: 151
Sec 8 Releases: 151
On-site Contained: 0
On-site Other: 0
On-site Energy Recovery: 0
On-Site Recycling: 7668
On-Site Treatment: 0
Production Waste: 15974

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

One-Time Release: 0
Production Ratio: .69
Parent Company Name: NA
Parent Company DB No: NA

---

6 **8 of 16** **SSW** **0.01 / 55.67** **402.00** **CALDWELL & WARD BRASS CO INC**
124 BURNET AVE
SYRACUSE NY 13203 **TRIS**

TRI Facility ID: 13203CLDWL124BU
BIA Code:
Federal Facility: NO
Year: 1994
Tribe:
County: ONONDAGA

--Details--
Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1394085054068
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 97
Total Releases: 97
Sec 8 Releases: 97
On-site Contained: 0
On-site Other: 0
On-site Energy Recovery: 0
On-Site Recycling: 10760
On-Site Treatment: 0
Production Waste: 20478
One-Time Release: 0
Production Ratio: 1.04
Parent Company Name: NA
Parent Company DB No: NA

---

6 **9 of 16** **SSW** **0.01 / 55.67** **402.00** **CALDWELL & WARD BRASS CO INC**
124 BURNET AVE
SYRACUSE NY 13203 **TRIS**

TRI Facility ID: 13203CLDWL124BU
BIA Code:
Federal Facility: NO
Year: 1988
Tribe:
County: ONONDAGA

--Details--
Primary SIC: 3365
Primary NAICS: 331524
Document Number: 1388025335555
Chemical: COPPER
CAS/Compound ID: 007440508
Clean Air Act?: NO
Classification: NON-PBT
Metal: YES
Metal Category: 1
Carcinogen: NO
Unit of Measure: Pounds
On-Site Release Total: 750
Total Releases: 750

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Sec 8 Releases:	0
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	0
On-Site Treatment:	0
Production Waste:	0
One-Time Release:	0
Production Ratio:	
Parent Company Name:	NA
Parent Company DB No:	NA

---

6 **10 of 16** **SSW** **0.01 / 55.67** **402.00** **CALDWELL & WARD BRASS CO INC**
124 BURNET AVE
SYRACUSE NY 13203 **TRIS**

TRI Facility ID:	13203CLDWL124BU	**Year:**	*1992*
BIA Code:		**Tribe:**	
Federal Facility:	NO	**County:**	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1392065117083
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	589
Total Releases:	589
Sec 8 Releases:	590
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	10000
On-Site Treatment:	0
Production Waste:	18520
One-Time Release:	0
Production Ratio:	1.03
Parent Company Name:	NA
Parent Company DB No:	NA

---

6 **11 of 16** **SSW** **0.01 / 55.67** **402.00** **CALDWELL & WARD BRASS CO INC**
124 BURNET AVE
SYRACUSE NY 13203 **TRIS**

TRI Facility ID:	13203CLDWL124BU	**Year:**	*2002*
BIA Code:		**Tribe:**	
Federal Facility:	NO	**County:**	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1302200069247
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	210
Total Releases:	210
Sec 8 Releases:	210
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	7485
On-Site Treatment:	0
Production Waste:	7695
One-Time Release:	0
Production Ratio:	1.44
Parent Company Name:	NA
Parent Company DB No:	NA

6	***12 of 16***	***SSW***	***0.01 / 55.67***	***402.00***	***CALDWELL & WARD BRASS CO INC*** ***124 BURNET AVE*** ***SYRACUSE NY 13203***	***TRIS***

TRI Facility ID:	13203CLDWL124BU	***Year:***	*2001*
BIA Code:		***Tribe:***	
Federal Facility:	NO	***County:***	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1301155011404
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	160
Total Releases:	160
Sec 8 Releases:	160
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	6314
On-Site Treatment:	0
Production Waste:	8866
One-Time Release:	0
Production Ratio:	.8
Parent Company Name:	NA
Parent Company DB No:	NA

6	***13 of 16***	***SSW***	***0.01 / 55.67***	***402.00***	***CALDWELL & WARD BRASS CO INC*** ***124 BURNET AVE*** ***SYRACUSE NY 13203***	***TRIS***

TRI Facility ID:	13203CLDWL124BU	***Year:***	*2003*
BIA Code:		***Tribe:***	
Federal Facility:	NO	***County:***	*ONONDAGA*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1303201089036
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	126
Total Releases:	126
Sec 8 Releases:	0
On-site Contained:	0
On-site Other:	126
On-site Energy Recovery:	0
On-Site Recycling:	5250
On-Site Treatment:	0
Production Waste:	12107
One-Time Release:	0
Production Ratio:	.67
Parent Company Name:	NA
Parent Company DB No:	NA

6	***14 of 16***	***SSW***	***0.01 / 55.67***	***402.00***	***CALDWELL & WARD BRASS CO INC*** ***124 BURNET AVE*** ***SYRACUSE NY 13203***	***TRIS***

TRI Facility ID:	13203CLDWL124BU	***Year:***	*1998*
BIA Code:		***Tribe:***	
Federal Facility:	NO	***County:***	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1398125003261
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	160
Total Releases:	160
Sec 8 Releases:	160
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	10128
On-Site Treatment:	0
Production Waste:	12520
One-Time Release:	0
Production Ratio:	1.21
Parent Company Name:	NA
Parent Company DB No:	NA

6	***15 of 16***	***SSW***	***0.01 / 55.67***	***402.00***	***CALDWELL & WARD BRASS CO INC***	***TRIS***

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

124 BURNET AVE
SYRACUSE NY 13203

TRI Facility ID:	13203CLDWL124BU	***Year:***	*1995*
BIA Code:		***Tribe:***	
Federal Facility:	NO	***County:***	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1395095046456
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	114
Total Releases:	114
Sec 8 Releases:	114
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	9344
On-Site Treatment:	0
Production Waste:	18891
One-Time Release:	0
Production Ratio:	.84
Parent Company Name:	NA
Parent Company DB No:	NA

6	***16 of 16***	***SSW***	***0.01 / 55.67***	***402.00***	***CALDWELL & WARD BRASS CO INC*** ***124 BURNET AVE*** ***SYRACUSE NY 13203***	***TRIS***

TRI Facility ID:	13203CLDWL124BU	***Year:***	*2000*
BIA Code:		***Tribe:***	
Federal Facility:	NO	***County:***	*ONONDAGA*

--Details--

Primary SIC:	3365
Primary NAICS:	331524
Document Number:	1300145011274
Chemical:	COPPER
CAS/Compound ID:	007440508
Clean Air Act?:	NO
Classification:	NON-PBT
Metal:	YES
Metal Category:	1
Carcinogen:	NO
Unit of Measure:	Pounds
On-Site Release Total:	177
Total Releases:	177
Sec 8 Releases:	177
On-site Contained:	0
On-site Other:	0
On-site Energy Recovery:	0
On-Site Recycling:	7020
On-Site Treatment:	0
Production Waste:	13676
One-Time Release:	0
Production Ratio:	.66

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Parent Company Name: NA
Parent Company DB No: NA

---

7 | **1 of 1** | **SW** | **0.01 / 73.52** | **401.28** | **ON CLINTON STREET SIDE**
210 WEST GENESEE STREET
SYRACUSE NY | **NY SPILLS**

Site ID:	337224	**Water Body:**	
Spill NO:	0411911	**REM Phase:**	*0*
Spill Date:	2005-02-08 08:04:00	**Lead DEC:**	*CXROSSI*
Close Date:	2005-02-08 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	2005-02-08 09:19:00	**Referred to:**	
Update Date:	2005-02-08 12:33:22.687000000	**CAC Date:**	
Program Type:	ER	**Source:**	*Commercial Vehicle*
DER Facility ID:	272565	**Class:**	*D4*
Cont Factor:	Equipment Failure	**Rcvd Date:**	*2005-02-08 08:04:00*
UST Trust:		**Insp Date:**	
Penalty:		**County:**	*Onondaga*
SWIS Code:	3400	**Latitude:**	*43.051460000*
DEC Region:	7	**Longitude:**	*-76.153697000*
CID:	444	**After Hours:**	*Yes*
Meets Std:	Yes		
Callerremark:			

"BLOWN HOSE ON A TRUCK, IS CLEANED UP AND REPAIRED: LAND ONLY:"

Decremark:

""

Spiller Information

--	--
Spiller Name:	ROBIN GRANGER
Spiller Company:	ON CLINTON STREET SIDE
Spiller Address:	210 WEST GENESEE STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	ROBIN GRANGER
Contact Phone:	(315) 457-0003
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	337224
Spill Number:	0411911
OP Unit ID:	1099210
OU:	01
Material ID:	579525
Material Code:	0010
Material NA:	hydraulic oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	20.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Subway:		No				
Med Utility:		No				
Oxygenate:						
--		--				
8	1 of 1	NNE	0.02 / 94.39	408.87	NYSDOT BRIDGE BIN 1051000 RTE I-690 OVER N SALINA ST SYRACUSE NY 13202	RCRA NON GEN
County Name:		ONONDAGA				
County Code:		NY067				
EPA Handler ID:		NYR000049841				
Current Site Name:		NYSDOT BRIDGE BIN 1051000				
Generator Status Universe:		No Report				
Land Type:		State				
Activity Location:		NY				
TSD Activity:		No				
Mixed Waste Generator:		No				
Importer Activity:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Recycler Activity:		No				
Onsite Burner Exemption:		No				
Furnace Exemption:		No				
Underground Inject Activity:		No				
Rece Waste From Off Site:		No				
Used Oil Transporter:						
Used Oil Transfer Facility:						
Used Oil Processor:						
Used Oil Refiner:						
Used Oil Burner:						
Used Oil Market Burner:						
Used Oil Spec Marketer:						
Mailing Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Name:						
Contact Address:		109, S WARREN ST, , SYRACUSE, NY, 13202, US				
Contact Email:						
Location Street 2:						
--		--				
Owner/Operator Information						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154487342				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CP				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY US 13202				
Owner/Operator Phone:		3154487342				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
Owner/Operator Indicator:		CO				
Owner/Operator Name:		NYSDOT				
Owner/Operator Address:		109 S WARREN ST SYRACUSE NY 13202				
Owner/Operator Phone:		3154487342				
Owner/Operator Type:		S				
Date Became Current:						
Date Ended Current:						
--		--				
NAICS Information						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1051000
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1051000
--	--
Date Received:	19990714
Facility Name:	NYSDOT BRIDGE BIN 1051000
Classification:	Small Quantity Generator
--	--
Date Received:	19980203
Facility Name:	NYSDOT BRIDGE BIN 1051000
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

10	1 of 1	NE	0.03 / 137.89	412.82	ON A BRIDGE I-81 & I-690 INTERCHANGE SYRACUSE NY	NY SPILLS

Site ID:	80900	**Water Body:**	
Spill NO:	0402106	**REM Phase:**	*0*
Spill Date:	2004-05-26 08:15:00	**Lead DEC:**	*MENASH*
Close Date:	2004-12-28 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	2004-05-26 00:00:00	**Referred to:**	
Update Date:	2004-12-28 07:56:37.640000000	**CAC Date:**	
Program Type:	ER	**Source:**	*Institutional, Educational, Gov., Other*
DER Facility ID:	74922	**Class:**	*C4*
Cont Factor:	Equipment Failure	**Rcvd Date:**	*2004-05-26 09:39:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:	444	**After Hours:**	*No*
Meets Std:	No		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	NYSDOT
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	RICHARD STEELE
Contact Phone:	(315) 448-7363
Contact Ext.:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
11	1 of 2	NE	0.03 / 144.62	413.81	NYSDOT BIN 1095510 I-690 WB OVER I-81 SYRACUSE NY 13202	RCRA CESQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986941631
Current Site Name:	NYSDOT BIN 1095510
Generator Status Universe:	Conditionally Exempt Small Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	JOHN SEXTON
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	JSEXTON@DOT.STATE.NY.US
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154727616
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NO NAME FOUND
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23411
Naics Description:	HIGHWAY AND STREET CONSTRUCTION
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	19920107
Facility Name:	NYSDOT BIN 1095510
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1095510
Classification:	Small Quantity Generator
--	--
Date Received:	20040525
Facility Name:	NYSDOT BIN 1095510
Classification:	Large Quantity Generator
--	--
Date Received:	19920603
Facility Name:	NEW YORK STATE DEPT OF TRANSPORTATION
Classification:	Large Quantity Generator
--	--
Date Received:	19910219
Facility Name:	NYSDOT BIN 1095510
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1095510
Classification:	Conditionally Exempt Small Quantity
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
11	*2 of 2*	*NE*	*0.03 / 144.62*	*413.81*	***NYSDOT BIN 105384A*** ***RAMP FROM I-81 NB TO I-690 EB*** ***OVER ERIE BLVD*** ***SYRACUSE NY 13202***	***RCRA LQG***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000179192
Current Site Name:	NYSDOT BIN 105384A
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, DOT REGION 3 CONSTR OFFICE, SYRACUSE, NY, 13202, US
Contact Name:	CARL R KOCHERSBERGER
Contact Address:	50, WOLF RD - ENV ANALYSIS NYSDOT, HAZ WASTE SEC POD 4-1, ALBANY, NY, 12232, US
Contact Email:	CKOCHERSBERGER@DOT.STATE.NY.US
Location Street 2:	OVER ERIE BLVD
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	STATE OF NY C/O NYSDOT COMMISSIONER
Owner/Operator Address:	50 WOLF RD ALBANY NY US 12232
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670401
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	OFFICE OF CONSTRUCTION NYSDOT REGION 3
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670401
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20101025
Facility Name:	NYSDOT BIN 105384A
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
12	*1 of 2*	*E*	*0.03 / 158.33*	*408.23*	***NYSDOT BRIDGE BIN 1050921*** ***I-690 WB CONNECTOR B WILLOW ST*** ***SYRACUSE NY 13203***	***RCRA NON GEN***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986946358
Current Site Name:	NYSDOT BRIDGE BIN 1050921
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No

Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	19911028
Facility Name:	NYSDOT BRIDGE BIN 1050921
--	--
Date Received:	20070101

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Facility Name:	NYSDOT BRIDGE BIN 1050921
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 1050921
Classification:	Large Quantity Generator
--	--
Date Received:	19920513
Facility Name:	NYS DOT
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050921
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
12	2 of 2	E	0.03 / 158.33	408.23	NYSDOT BRIDGE BIN 1050922 I-690 WB OVER WILLOW ST SYRACUSE NY 13203	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986946366
Current Site Name:	NYSDOT BRIDGE BIN 1050922
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S

Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	19911028
Facility Name:	NYSDOT BRIDGE BIN 1050922
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 1050922
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1050922
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050922
--	--
Date Received:	19920513
Facility Name:	NYS DOT
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
13	1 of 1	SSW	0.03 / 158.60	401.30	THE HERALD COMPANY CLINTON SQUARE SYRACUSE NY 13202	UST

Site ID:	46128	**Expiry:**	N/A
Site Status:	Unregulated/Closed	**County:**	Onondaga
Program NO:	7-459321	**Utm X:**	406048.83628
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	4767112.46383
Site Type:	Other		

Tank Information

--	--
Tank ID:	139538
Tank NO:	004
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	1000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2000-09-22 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	9999
Material Name:	other
Percent:	100.00
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--

Tank Information

--	--
Tank ID:	138616

Tank NO:	003
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1998-07-01 00:00:00
Capacity(gal):	10000
Tank Type:	Equivalent Technology
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2000-09-22 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0000
Material Name:	empty
Percent:	100.00
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	F05
Code Name:	Jacketed
Type:	Pipe External Protection
--	--
Equipment:	G04
Code Name:	Double-Walled (Underground)
Type:	Tank Secondary Containment
--	--
Equipment:	D08
Code Name:	Equivalent Technology
Type:	Pipe Type
--	--
Equipment:	H01
Code Name:	Interstitial - Electronic Monitoring
Type:	Tank Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	B05
Code Name:	Jacketed
Type:	Tank External Protection
--	--
Tank Information	
--	--
Tank ID:	133019
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed

Install Date:	1973-12-01 00:00:00
Capacity(gal):	10000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	03
Date Tested:	1993-02-01 00:00:00
Next Test:	
Close Date:	1998-07-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0009
Material Name:	gasoline
Percent:	100.00
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Tank Information	
--	--
Tank ID:	133020
Tank NO:	002
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1973-12-01 00:00:00
Capacity(gal):	10000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	03
Date Tested:	1993-02-01 00:00:00
Next Test:	
Close Date:	1998-07-01 00:00:00
Register:	True
Modified By:	TRANSLAT

Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0009
Material Name:	gasoline
Percent:	100.00
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Tank Information	
--	--
Tank ID:	139539
Tank NO:	005
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	500
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2000-09-22 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	9999
Material Name:	other
Percent:	100.00
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection

-- --
Equipment: F00
Code Name: None
Type: Pipe External Protection
-- --
Equipment: D00
Code Name: No Piping
Type: Pipe Type
-- --
Equipment: A00
Code Name: None
Type: Tank Internal Protection
-- --
Equipment: G00
Code Name: None
Type: Tank Secondary Containment
-- --
Equipment: I00
Code Name: None
Type: Overfill
-- --
Equipment: C00
Code Name: No Piping
Type: Pipe Location
-- --
Equipment: H00
Code Name: None
Type: Tank Leak Detection
-- --
Affiliation Information
-- --
Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: THE HERALD COMPANY
Contact Type:
Contact Name:
Address: CLINTON SQUARE
Address2:
City: SYRACUSE
State: NY
Zip Code: 13202
Country Code: 001
Phone: (315) 470-0011
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:42.310000000
-- --
Affiliation Information
-- --
Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: THE HERALD COMPANY
Contact Type:
Contact Name: MICHAEL STERN
Address: CLINTON SQUARE
Address2: P.O. BOX 4915
City: SYRACUSE
State: NY
Zip Code: 13202
Country Code: 001
Phone: (315) 470-0011
Phone Ext:
Email:
Fax:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:42.310000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	THE HERALD COMPANY
Contact Type:	
Contact Name:	THE HERALD COMPANY
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 470-0011
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:42.310000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	THE HERALD COMPANY
Contact Type:	
Contact Name:	MICHAEL STERN
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 470-0011
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:42.310000000
--	--

14	1 of 4	SW	0.03 / 161.47	400.59	**WALT'S AUTOMOTIVE SERVICE LLC** **238 WEST GENESEE ST** **SYRACUSE NY 13202**	AST

Site ID:	46093	**Expiry:**	*2017/11/26*
Site Status:	Active	**County:**	*Onondaga*
Site Type:	Auto Service/Repair (No Gasoline Sales)	**UTM X:**	*406006.78277*
Program NO:	7-451495	**UTM Y:**	*4767193.32276*
Program Type:	Petroleum Bulk Storage Program		

Tank Information	
--	--
Tank ID:	140351
Tank NO:	1
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ impervious barrier
Tank Status:	In Service
Install Date:	1999-01-01 00:00:00
Capacity(gal):	180

Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2011-07-28 09:18:01.810000000
--	--
Material Code:	0015
Material Name:	motor oil
Percent:	100.00
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
--	--
Tank Information	
--	--
Tank ID:	140352
Tank NO:	2
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ impervious barrier

Tank Status:	In Service
Install Date:	1999-01-01 00:00:00
Capacity(gal):	180
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37.047000000
--	--
Material Code:	0015
Material Name:	motor oil
Percent:	100.00
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
--	--
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
--	--
Tank Information	
--	--
Tank ID:	140353
Tank NO:	3

Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ impervious barrier
Tank Status:	In Service
Install Date:	1999-01-01 00:00:00
Capacity(gal):	240
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37.077000000
--	--
Material Code:	2642
Material Name:	used oil (heating, on-site consumption)
Percent:	100.00
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
--	--

Tank Information

--	--
Tank ID:	140354
Tank NO:	4
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ impervious barrier
Tank Status:	In Service
Install Date:	1999-01-01 00:00:00
Capacity(gal):	240
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37.077000000
--	--
Material Code:	2642
Material Name:	used oil (heating, on-site consumption)
Percent:	100.00
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
--	--
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None

Type:	Pipe External Protection
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	238 WEST GENESEE ST LLC
Contact Type:	MEMBER
Contact Name:	CJ DOSHNA
Address:	238 WEST GENESEE ST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 472-5880
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	WALTS AUTOMOTIVE SERVICE LLC
Contact Type:	
Contact Name:	CHRISTOPHER J OR NICHOLAS B DOSHNA
Address:	238 WEST GENESEE ST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 472-5880
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37.017000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	WALTS AUTOMOTIVE SERVICE LLC
Contact Type:	
Contact Name:	CJ DOSHNA
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 472-5880
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37
--	--
Affiliation Information	
--	--
Affiliation Type:	11

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	WALT DOSHNA
Contact Type:	
Contact Name:	WALT DOSHNA
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 727-3959
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:41.937000000
--	--

14	2 of 4	SW	0.03 / 161.47	400.59	**WALT SERVICE CENTER** **238 WEST GENESEE STREET** **SYRACUSE NY**	**LEAKING TANKS**

Site ID:	153354	**DECREG:**	*7*
Spill NO:	0401571	**Lead DEC:**	*MENASH*
SWIS Code:	3415	**Contr Factor:**	*Tank Test Failure*
DER Fac ID:	228865	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*407*
Class:	C4	**Meets Std:**	*No*
Spill Date:	2004-05-13 16:01:00	**Water Body:**	
Close Date:	2009-01-06 00:00:00	**Rem Phase:**	*0*
Update Date:	2009-01-06 18:47:40.973000000	**Refer to:**	
CAC Date:	2004-05-21 00:00:00	**Reported By:**	*Other*
Create Date:	2004-05-13 00:00:00	**After Hours:**	*No*
Received Date:	2004-05-13 16:01:00	**County:**	*Onondaga*
Latitude:	43.051616490	**Inspection Date:**	
Longitude:	-76.154094450		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	WALT DOSHNA
Spiller Company:	WALT SERVICE CENTER
Spiller Address:	238 WEST GENESSE ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202
Spiller Country:	001
Contact Name:	MARK KINNEY
Contact Phone:	(315) 952-0729
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	153354
Spill Number:	0401571
OP Unit ID:	883412
OU:	01
Material ID:	492775
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

14	3 of 4	SW	0.03 / 161.47	400.59	**J.P. BYRNE RETREAD SHOP** **238 WEST GENESEE STREET** **SYRACUSE NY**	NY SPILLS

Site ID:	281910	**Water Body:**	
Spill NO:	9414744	**REM Phase:**	*0*
Spill Date:	1995-02-09 12:00:00	**Lead DEC:**	*CFMANNES*
Close Date:	1995-02-28 00:00:00	**Reported By:**	*Citizen*
Create Date:	1995-02-13 00:00:00	**Referred to:**	
Update Date:	1997-11-28 00:00:00	**CAC Date:**	
Program Type:	ER	**Source:**	*Commercial/Industrial*
DER Facility ID:	228865	**Class:**	*D5*
Cont Factor:	Deliberate	**Rcvd Date:**	*1995-02-09 08:51:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.051616490*
DEC Region:	7	**Longitude:**	*-76.154094450*
CID:		**After Hours:**	*No*
Meets Std:	No		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	J.P. BYRNE INC.
Spiller Address:	238 WEST GENESEE ST.
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	281910
Spill Number:	9414744
OP Unit ID:	1008249
OU:	01
Material ID:	373470
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
14	4 of 4	SW	0.03 / 161.47	400.59	WALT'S AUTOMOTIVE SERVICE LLC 238 WEST GENESEE ST SYRACUSE NY 13202	UST

Site ID:	46093	**Expiry:**	2017/11/26
Site Status:	Active	**County:**	Onondaga
Program NO:	7-451495	**Utm X:**	406006.78277
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	4767193.32276
Site Type:	Auto Service/Repair (No Gasoline Sales)		

Tank Information

--	--
Tank ID:	132945
Tank NO:	002
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1983-05-01 00:00:00
Capacity(gal):	4000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2004-05-14 00:00:00
Register:	True
Modified By:	DJLASALL
Last Modified:	2004-09-27 15:31:30.560000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--

Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
--	--
Tank Information	
--	--
Tank ID:	132944
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1983-05-01 00:00:00
Capacity(gal):	4000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2004-05-14 00:00:00
Register:	True
Modified By:	DJLASALL
Last Modified:	2004-09-27 15:31:30.513000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00

Code Name:	None
Type:	Overfill
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	238 WEST GENESEE ST LLC
Contact Type:	MEMBER
Contact Name:	CJ DOSHNA
Address:	238 WEST GENESEE ST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 472-5880
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	WALTS AUTOMOTIVE SERVICE LLC
Contact Type:	
Contact Name:	CHRISTOPHER J OR NICHOLAS B DOSHNA
Address:	238 WEST GENESEE ST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 472-5880
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37.017000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	WALTS AUTOMOTIVE SERVICE LLC
Contact Type:	
Contact Name:	CJ DOSHNA
Address:	
Address2:	
City:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 472-5880
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2011-07-26 13:07:37
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	WALT DOSHNA
Contact Type:	
Contact Name:	WALT DOSHNA
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 727-3959
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:41.937000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
15	1 of 1	SSW	0.04 / 188.87	401.15	FLEET BANK 1 CLINTON SQ SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000029231
Current Site Name:	FLEET BANK
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	1, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	1, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	FLEET BANK
Owner/Operator Address:	1 CLINTON SQ SYRACUSE NY US 13202
Owner/Operator Phone:	3154264550
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	FLEET BANK
Owner/Operator Address:	1 CLINTON SQ SYRACUSE NY US 13202
Owner/Operator Phone:	3154264550
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	FLEET BANK
Owner/Operator Address:	1 CLINTON SQ SYRACUSE NY 13202
Owner/Operator Phone:	3154264550
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19990708
Facility Name:	FLEET BANK
--	--
Date Received:	20070101
Facility Name:	FLEET BANK
--	--
Date Received:	19960912
Facility Name:	FLEET BANK
Classification:	Small Quantity Generator
--	--
Date Received:	20060101
Facility Name:	FLEET BANK
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	D002
Waste:	CORROSIVE WASTE
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
16	*1 of 1*	*SSW*	*0.04 / 191.01*	*401.00*	***CLINTON EXCHANGE THE*** ***4 CLINTON SQ*** ***SYRACUSE NY 13202***	***RCRA*** ***NON GEN***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NY0000998724
Current Site Name:	CLINTON EXCHANGE THE
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No

Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	4, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Name:	CARL LEACH
Contact Address:	4, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	SUZANNE M CONGEL
Owner/Operator Address:	7237 WOODCHUCK HILL RD FAYETTEVILLE NY US 13066
Owner/Operator Phone:	3156378300
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SUZANNE M CONGEL
Owner/Operator Address:	7237 WOODCHUCK HILL RD FAYETTEVILLE NY 13066
Owner/Operator Phone:	3156378300
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SUZANNE M CONGEL
Owner/Operator Address:	7237 WOODCHUCK HILL RD FAYETTEVILLE NY US 13066
Owner/Operator Phone:	3156378300
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	CLINTON EXCHANGE THE
--	--
Date Received:	20070101
Facility Name:	CLINTON EXCHANGE THE
--	--
Date Received:	19950104
Facility Name:	CLINTON EXCHANGE THE
Classification:	Small Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Waste Code: D018
Waste: BENZENE
-- --
Violation/Evaluation Information
-- --

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17 **1 of 1** **SSE** **0.04 / 191.08** **401.22** **HESS; ROUTE 11**
ROUTE 11, S. SALINA ST
SYRACUSE NY
NY SPILLS

Site ID:	265466	**Water Body:**	
Spill NO:	8701800	**REM Phase:**	*0*
Spill Date:	1987-06-02 13:00:00	**Lead DEC:**	*AJMARSCH*
Close Date:	1987-06-10 00:00:00	**Reported By:**	*Other*
Create Date:	1987-06-08 00:00:00	**Referred to:**	
Update Date:	1987-06-11 00:00:00	**CAC Date:**	*1987-06-10 00:00:00*
Program Type:	ER	**Source:**	*Gasoline Station or other PBS Facility*
DER Facility ID:	216304	**Class:**	
Cont Factor:	Unknown	**Rcvd Date:**	*1987-06-02 13:40:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3400	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:		**After Hours:**	*No*
Meets Std:	Yes		

Callerremark:

Decremark:

Spiller Information
-- --
Spiller Name:
Spiller Company: HESS
Spiller Address: S. SALINA & RUHAHNAH AVE
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
-- --
Material Information
-- --
Site ID: 265466
Spill Number: 8701800
OP Unit ID: 908421
OU: 01
Material ID: 471699
Material Code: 0066A
Material NA: unknown petroleum
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: Yes
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Utility:		No				
Oxygenate:						
--		--				

18	1 of 1	NNE	0.04 / 196.62	408.22	**NYSDOT BRIDGE BIN 1008489** **I-81 OVER N SALINA ST** **SYRACUSE NY 13202**	**RCRA** **NON GEN**

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000097709
Current Site Name:	NYSDOT BRIDGE BIN 1008489
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Handler Information	
--	--
Date Received:	20010604
Facility Name:	NYSDOT BRIDGE BIN 1008489
Classification:	Small Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1008489
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1008489
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
19	1 of 1	NW	0.04 / 221.96	403.55	KRELL DIST. CO. INC. 211 HERALD PL SYRACUSE NY 13202	UST

Site ID:	46122	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-459267	**Utm X:**	*406046.63396*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767378.37594*
Site Type:	Unknown		

Tank Information	
--	--
Tank ID:	134520
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed Prior to 03/1991
Install Date:	
Capacity(gal):	6000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	C00

Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	D10
Code Name:	Copper
Type:	Pipe Type
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	ZZZ
Company:	JOHN F. KRELL
Contact Type:	
Contact Name:	
Address:	206 ALTON ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13215
Country Code:	001
Phone:	(315) 471-7553
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:42.233000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	JOHN F. KRELL
Contact Type:	
Contact Name:	
Address:	206 ALTON ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13215
Country Code:	001
Phone:	(315) 471-7553
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:42.233000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	KRELL DIST. CO. INC.
Contact Type:	

Contact Name:	JOHN F. KRELL
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 471-7553
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:42.250000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	JOHN F. KRELL
Contact Type:	
Contact Name:	JOHN F. KRELL
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 471-7553
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:42.250000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
20	1 of 1	W	0.04 / 235.10	399.82	RECORD MANAGEMENT SYSTEMS 216 W. WILLOW ST SYRACUSE NY 13202	AST

Site ID:	47027	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Site Type:	Other	**UTM X:**	*406038.83479*
Program NO:	7-600590	**UTM Y:**	*4767285.07170*
Program Type:	Petroleum Bulk Storage Program		

Tank Information	
--	--
Tank ID:	138483
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground in Subterranean Vault w/ access for inspections
Tank Status:	Closed - In Place
Install Date:	
Capacity(gal):	8000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1997-09-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001

Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	G03
Code Name:	Vault (w/o access)
Type:	Tank Secondary Containment
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	WEST WILLOW STREET PROPERTIES
Contact Type:	
Contact Name:	
Address:	P.O. BOX 6483
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13217
Country Code:	001
Phone:	(315) 476-1273
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.950000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	WEST WILLOW STREET PROPERTIES
Contact Type:	
Contact Name:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Address:	P.O. BOX 6483
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13217
Country Code:	001
Phone:	(315) 476-1273
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.950000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	RECORD MANAGEMENT SYSTEMS
Contact Type:	
Contact Name:	WILLIAM MATHERS
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 478-4767
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.950000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	WEST WILLOW STREET PROPERTIES
Contact Type:	
Contact Name:	WILLIAM MATHERS
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 478-4767
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.950000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
21	1 of 1	NNW	0.05 / 246.51	409.15	PAINT STRIPPER N CLINTON ST SYRACUSE NY	NY SPILLS

Site ID:	176569	**Water Body:**	
Spill NO:	8900378	**REM Phase:**	*0*
Spill Date:	1989-04-13 09:00:00	**Lead DEC:**	*CSCUIPLY*
Close Date:	1989-06-06 00:00:00	**Reported By:**	*Local Agency*
Create Date:	1989-04-18 00:00:00	**Referred to:**	
Update Date:	1989-06-07 00:00:00	**CAC Date:**	*1989-06-06 00:00:00*
Program Type:	ER	**Source:**	*Commercial/Industrial*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

DER Facility ID:	148392	**Class:**	
Cont Factor:	Housekeeping	**Rcvd Date:**	*1989-04-13 11:02:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.054074994*
DEC Region:	7	**Longitude:**	*-76.153440000*
CID:		**After Hours:**	*No*
Meets Std:	Yes		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	BOB ANTHONY
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	176569
Spill Number:	8900378
OP Unit ID:	926677
OU:	01
Material ID:	451718
Material Code:	1349A
Material NA:	paint strippers
CAS NO:	
Mat Family:	Other
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

22	***1 of 1***	***SSW***	***0.05 / 287.70***	***399.91***	***TRANSFORMER LEAK*** ***S. CLINTON ST & WATER ST*** ***SYRACUSE NY***	***NY SPILLS***

Site ID:	129966	**Water Body:**	
Spill NO:	9403693	**REM Phase:**	*0*
Spill Date:	1994-06-15 20:45:00	**Lead DEC:**	*ROMOCKI*
Close Date:	1994-06-16 00:00:00	**Reported By:**	*Responsible Party*
Create Date:		**Referred to:**	
Update Date:	2003-12-02 00:00:00	**CAC Date:**	*1994-06-16 00:00:00*
Program Type:	ER	**Source:**	*Commercial/Industrial*
DER Facility ID:	112004	**Class:**	*D5*
Cont Factor:	Equipment Failure	**Rcvd Date:**	*1994-06-15 00:57:00*
UST Trust:	No	**Insp Date:**	*1994-06-16 00:00:00*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.050541886*
DEC Region:	7	**Longitude:**	*-76.153538896*
CID:		**After Hours:**	*Yes*
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	NI-MO
Spiller Address:	300 ERIE BLVD. WEST
Spiller City:	SYRACUSE.
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	129966
Spill Number:	9403693
OP Unit ID:	1000729
OU:	01
Material ID:	383867
Material Code:	0016A
Material NA:	non PCB oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	12.00
Units:	G
Recovered:	5.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

23	***1 of 1***	***ENE***	***0.06 / 328.04***	***407.11***	***S M R METALS*** ***310 PEARL ST*** ***SYRACUSE NY 13210***	***RCRA*** ***NON GEN***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000145789
Current Site Name:	S M R METALS
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No

Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	310, PEARL ST, , SYRACUSE, NY, 13210, US
Contact Name:	JOSEPH TARTAGLIA
Contact Address:	310, PEARL ST, , SYRACUSE, NY, 13210, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	SMR METALS
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19940101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SMR METALS
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19940101
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	42393
Naics Description:	RECYCLABLE MATERIAL MERCHANT WHOLESALERS
--	--
Naics Code:	42512
Naics Description:	WHOLESALE TRADE AGENTS AND BROKERS
--	--
Handler Information	
--	--
Date Received:	20070717
Facility Name:	S M R METALS
--	--
Date Received:	20070403
Facility Name:	S M R METALS
--	--
Date Received:	20070718
Facility Name:	S M R METALS
--	--
Date Received:	20070402
Facility Name:	S M R METALS
--	--
Hazardous Waste Information	
--	--
Violation/Evaluation Information	
--	--
Evaluation Start Date:	20080916
Evaluation Agency:	S
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:	
Violation Determined Date:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Actual Return to Compliance Date:
Violation Responsible Agency:
Enforcement Action Date:
Enforcement Agency:
Disposition Status Date:
Disposition Status:
Enforcement Type Description:
Proposed Penalty Amount:
Paid Amount:
Final Amount:
-- --

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24 | **1 of 1** | **SSW** | **0.06 / 332.01** | **401.33** | **WEST WATER STREET**
228-238 WEST WATER ST
SYRACUSE NY | **NY SPILLS**

Site ID:	319631	**Water Body:**	
Spill NO:	0401029	**REM Phase:**	*0*
Spill Date:	2004-04-29 10:00:00	**Lead DEC:**	*RJBRAZEL*
Close Date:	2004-11-17 00:00:00	**Reported By:**	*Other*
Create Date:	2004-04-29 00:00:00	**Referred to:**	
Update Date:	2004-11-18 14:33:16.717000000	**CAC Date:**	
Program Type:	ER	**Source:**	*Unknown*
DER Facility ID:	257522	**Class:**	*C4*
Cont Factor:	Other	**Rcvd Date:**	*2004-04-29 13:50:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.050607640*
DEC Region:	7	**Longitude:**	*-76.154124650*
CID:	403	**After Hours:**	*No*
Meets Std:	No		

Callerremark:

Decremark:

Spiller Information

--	--
Spiller Name:	SCOTT SMITH
Spiller Company:	
Spiller Address:	228-238 WEST WATER ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	SCOTT SMITH
Contact Phone:	(315) 471-3920
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	319631
Spill Number:	0401029
OP Unit ID:	882948
OU:	01
Material ID:	492256
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

25 | **1 of 4** | **N** | **0.06 / 336.32** | **409.25** | **VIP STRUCTURES**
1 WEBSTER LANDING
SYRACUSE NY | **LEAKING TANKS**

Site ID:	276537	**DECREG:**	*7*
Spill NO:	9109078	**Lead DEC:**	*MENASH*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	224835	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:	D4	**Meets Std:**	*Yes*
Spill Date:	1991-11-20 10:30:00	**Water Body:**	
Close Date:	1993-01-12 00:00:00	**Rem Phase:**	*0*
Update Date:	1993-05-25 00:00:00	**Refer to:**	
CAC Date:	1993-01-12 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	1991-12-02 00:00:00	**After Hours:**	*No*
Received Date:	1991-11-20 10:31:00	**County:**	*Onondaga*
Latitude:	43.025173029	**Inspection Date:**	
Longitude:	-76.146294130		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	VIP STRUCTURES
Spiller Address:	1 WEBSTERS LANDING
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	276537
Spill Number:	9109078
OP Unit ID:	963090
OU:	01
Material ID:	417733
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

25	2 of 4	N	0.06 / 336.32	409.25	**VIP STRUCTURES** **1 WEBSTERS LANDING** **SYRACUSE NY**	**LEAKING TANKS**

Site ID:	232386	**DECREG:**	*7*
Spill NO:	9109775	**Lead DEC:**	*GREGG*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	191515	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:	C3	**Meets Std:**	*Yes*
Spill Date:	1991-12-13 09:30:00	**Water Body:**	
Close Date:	1992-10-23 00:00:00	**Rem Phase:**	*0*
Update Date:	1993-05-04 00:00:00	**Refer to:**	
CAC Date:	1992-10-23 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	1991-12-16 00:00:00	**After Hours:**	*No*
Received Date:	1991-12-13 09:36:00	**County:**	*Onondaga*
Latitude:	43.051439994	**Inspection Date:**	
Longitude:	-76.153790000		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	V.I.P. STRUCTURES
Spiller Address:	1 WEBSTERS LANDING
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	232386
Spill Number:	9109775
OP Unit ID:	963528
OU:	01
Material ID:	418360
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Med Utility:		No				
Oxygenate:						
--		--				

25	3 of 4	N	0.06 / 336.32	409.25	V I P STRUCTURES 1 WEBSTERS LANDING SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000066076
Current Site Name:	V I P STRUCTURES
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	1, WEBSTERS LANDING, , SYRACUSE, NY, 13202, US
Contact Name:	DAVID BOWES
Contact Address:	1, WEBSTERS LANDING, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	VIP ARCHITECTURAL ASSOCIATES
Owner/Operator Address:	1 WEBSTERS LANDING SYRACUSE NY 13202
Owner/Operator Phone:	3154715338
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	VIP ARCHITECTURAL ASSOCIATES
Owner/Operator Address:	1 WEBSTERS LANDING SYRACUSE NY US 13202
Owner/Operator Phone:	3154715338
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	VIP ARCHITECTURAL ASSOCIATES
Owner/Operator Address:	1 WEBSTERS LANDING SYRACUSE NY US 13202
Owner/Operator Phone:	3154715338
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Handler Information	
--	--
Date Received:	20070101
Facility Name:	V I P STRUCTURES
--	--
Date Received:	19980126
Facility Name:	V I P STRUCTURES
Classification:	Small Quantity Generator
--	--
Date Received:	20060101
Facility Name:	V I P STRUCTURES
--	--
Hazardous Waste Information	
--	--
Waste Code:	X002
Waste:	DESCRIPTION
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
25	4 of 4	N	0.06 / 336.32	409.25	**V.I.P. STRUCTURES, INC.** **ONE WEBSTER'S LANDING** **SYRACUSE NY 13202**	UST

Site ID:	46516	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-600074	**Utm X:**	*406111.83150*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767489.86064*
Site Type:	Other		

Tank Information	
--	--
Tank ID:	135025
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	8000
Tank Type:	Other
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1991-12-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	B99
Code Name:	Other
Type:	Tank External Protection
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	H00
Code Name:	None

Type:	Tank Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	G99
Code Name:	Other
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	F99
Code Name:	Other
Type:	Pipe External Protection
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	NUTTING/RICE PARTNERSHIP
Contact Type:	
Contact Name:	
Address:	ONE WEBSTER'S LANDING
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 471-5338
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:46.467000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	V.I.P. STRUCTURES, INC.
Contact Type:	
Contact Name:	CHARLES C. WALLACE, JR.
Address:	ONE WEBSTER'S LANDING
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 471-5338
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:46.467000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Affiliation Sub Type:	NNN
Company:	V.I.P. STRUCTURES, INC.
Contact Type:	
Contact Name:	V.I.P. STRUCTURES, INC.
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 471-5338
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:46.467000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	NUTTING/RICE PARTNERSHIP
Contact Type:	
Contact Name:	CHARLES C. WALLACE, JR.
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 471-5338
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:46.467000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
26	1 of 1	SW	0.06 / 339.10	401.45	NIAGARA MOHAWK A NATIONAL GRID CO 200 ERIE BLVD W MANHOLE 4040 SYRACUSE NY 13212	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000968479
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Used Oil Spec Marketer:	
Mailing Address:	300, ERIE W BLVD, , SYRACUSE, NY, 13202, US
Contact Name:	MARGARET M CARD
Contact Address:	300, ERIE W BLVD, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20120627
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Date Received:	20121012
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
--	--
Hazardous Waste Information	
--	--
Waste Code:	B007
Waste:	
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
27	1 of 2	SSE	0.07 / 384.41	399.19	**M & T BANK** **101 SOUTH SALINA ST** **SYRACUSE NY 13202**	AST

Site ID:	336892	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Site Type:	Utility (Other than Municipal)	**UTM X:**	*406169.86312*
Program NO:	7-601005	**UTM Y:**	*4767080.89868*
Program Type:	Petroleum Bulk Storage Program		

Tank Information	
--	--
Tank ID:	181775
Tank NO:	1
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground on saddles, legs, stilts, rack or cradle
Tank Status:	Closed - Removed
Install Date:	1961-05-19 00:00:00
Capacity(gal):	5000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2016-06-25 00:00:00
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-06 08:35:32.413000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
27	2 of 2	SSE	0.07 / 384.41	399.19	**M & T BANK** **101 S SALINA ST** **SYRACUSE NY 13202**	RCRA CESQG

County Name:	ONONDAGA
County Code:	NY067

EPA Handler ID:	NYR000113597
Current Site Name:	M & T BANK
Generator Status Universe:	Conditionally Exempt Small Quantity Generator
Land Type:	Municipal
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	101, S SALINA ST, , SYRACUSE, NY, 13202, US
Contact Name:	TIMOTHY EDWARDS
Contact Address:	101, S SALINA ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	M & T BANK
Owner/Operator Address:	101 S SALINA ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154244462
Owner/Operator Type:	M
Date Became Current:	20030225
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	M & T BANK
Owner/Operator Address:	1 M & T PLAZA BUFFALO NY US 14203
Owner/Operator Phone:	7168425328
Owner/Operator Type:	M
Date Became Current:	20030225
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	52211
Naics Description:	COMMERCIAL BANKING
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	M & T BANK
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20030225
Facility Name:	M & T BANK
Classification:	Small Quantity Generator
--	--
Date Received:	20070101
Facility Name:	M & T BANK
Classification:	Conditionally Exempt Small Quantity
--	--
Hazardous Waste Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
28	1 of 4	SSW	0.07 / 384.45	398.96	JAMES M HANLEY FEDERAL BUILDING 100 S CLINTON ST SYRACUSE NY 13261	RCRA SQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NY8470090111
Current Site Name:	JAMES M HANLEY FEDERAL BUILDING
Generator Status Universe:	Small Quantity Generator
Land Type:	Federal
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	100, S CLINTON ST BOX 7305, , SYRACUSE, NY, 13261, US
Contact Name:	JAY J BURRIS
Contact Address:	100, S CLINTON ST BOX 7305, , SYRACUSE, NY, 13261, US
Contact Email:	JAY.BURRIS@GSA.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	GENERAL SERVICES ADMIN
Owner/Operator Address:	100 S CLINTON ST RM 1473 SYRACUSE NY US 13261
Owner/Operator Phone:	3154235425
Owner/Operator Type:	F
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	GENERAL SERVICES ADMIN
Owner/Operator Address:	100 S CLINTON ST RM 1473 SYRACUSE NY 13261
Owner/Operator Phone:	3154235425
Owner/Operator Type:	F
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	JAMES C HANLEY FEDERAL BUILDING
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	F
Date Became Current:	19771001

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	GENERAL SERVICES ADMIN
Owner/Operator Address:	100 S CLINTON ST RM 1473 SYRACUSE NY 13261
Owner/Operator Phone:	3154235425
Owner/Operator Type:	F
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	JAMES C HANLEY FEDERAL BUILDING
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	F
Date Became Current:	19771001
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	GENERAL SERVICES ADMIN
Owner/Operator Address:	100 S CLINTON ST RM 1473 SYRACUSE NY US 13261
Owner/Operator Phone:	3154235425
Owner/Operator Type:	F
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	92119
Naics Description:	OTHER GENERAL GOVERNMENT SUPPORT
--	--
Handler Information	
--	--
Date Received:	20070101
Facility Name:	US CUSTOMS SERVICE
--	--
Date Received:	20060101
Facility Name:	US CUSTOMS SERVICE
--	--
Date Received:	19910422
Facility Name:	US CUSTOMS SERVICE
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20091214
Facility Name:	JAMES M HANLEY FEDERAL BUILDING
Classification:	Small Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
28	2 of 4	SSW	0.07 / 384.45	398.96	JAMES M HANLEY FED BUILDI 100 S CLINTON ST SYRACUSE NY	NY SPILLS

Site ID:	75309	**Water Body:**	
Spill NO:	0005887	**REM Phase:**	*0*
Spill Date:	2000-08-16 14:00:00	**Lead DEC:**	*MENASH*
Close Date:	2000-10-24 00:00:00	**Reported By:**	*Affected Persons*
Create Date:	2000-08-16 00:00:00	**Referred to:**	
Update Date:	2000-10-26 00:00:00	**CAC Date:**	
Program Type:	ER	**Source:**	*Commercial Vehicle*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

DER Facility ID:	70501	**Class:**	*D6*
Cont Factor:	Equipment Failure	**Rcvd Date:**	*2000-08-16 14:31:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.050539994*
DEC Region:	7	**Longitude:**	*-76.153670000*
CID:	257	**After Hours:**	*No*
Meets Std:	No		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	UNKNOWN
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	-
Spiller Country:	001
Contact Name:	DAVID TALARICO
Contact Phone:	(315) 448-0603
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	75309
Spill Number:	0005887
OP Unit ID:	828692
OU:	01
Material ID:	547024
Material Code:	0044A
Material NA:	battery acid
CAS NO:	
Mat Family:	Other
Quantity:	1.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

28	***3 of 4***	***SSW***	***0.07 / 384.45***	***398.96***	***FEDERAL BUILDING 100 SOUTH CLINTON ST SYRACUSE NY***	***NY SPILLS***

Site ID:	487548	**Water Body:**	
Spill NO:	1306905	**REM Phase:**	*0*
Spill Date:	2013-10-02 08:40:00	**Lead DEC:**	*cxrossi*
Close Date:	2013-10-02 00:00:00	**Reported By:**	*Other*
Create Date:	2013-10-02 09:32:00	**Referred to:**	
Update Date:	2013-10-02 10:00:48.817000000	**CAC Date:**	
Program Type:	ER	**Source:**	*Commercial Vehicle*
DER Facility ID:	442665	**Class:**	*D4*
Cont Factor:	Equipment Failure	**Rcvd Date:**	*2013-10-02 09:30:00*
UST Trust:	No	**Insp Date:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.050061368*
DEC Region:	7	**Longitude:**	*-76.154547646*
CID:		**After Hours:**	*No*
Meets Std:	Yes		
Callerremark:			

"in underground garage - cleanup done"

Decremark:

"Spilled to concrete floor and clean up immediately. ~ctr~"

Spiller Information

--	--
Spiller Name:	
Spiller Company:	SYRACUSE HAULERS WASTE REMOVAL
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	BRADLEY REMINGTON
Contact Phone:	(315) 426-6771
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	487548
Spill Number:	1306905
OP Unit ID:	1237183
OU:	01
Material ID:	2236796
Material Code:	0010
Material NA:	hydraulic oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.50
Units:	G
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

28	***4 of 4***	***SSW***	***0.07 / 384.45***	***398.96***	***JAMES M. HANLEY U.S. COURTHOUSE & FEDERAL BUILDING 100 S. CLINTON ST SYRACUSE NY 13261***	***UST***

Site ID:	46652	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-600213	**Utm X:**	*406047.41691*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767070.09374*
Site Type:	Other		

Tank Information

--	--
Tank ID:	136239
Tank NO:	1
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1974-01-01 00:00:00
Capacity(gal):	3000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	01
Date Tested:	1992-04-01 00:00:00
Next Test:	
Close Date:	1998-12-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0008
Material Name:	diesel
Percent:	100.00
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	GENERAL SERVICE ADMINISTRATION
Contact Type:	
Contact Name:	DONALD DELCAMP
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001

Phone:	(315) 687-3003
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:47.920000000
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	D
Company:	GENERAL SERVICE ADMINISTRATION
Contact Type:	
Contact Name:	
Address:	100 S. CLINTON ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13261
Country Code:	001
Phone:	(315) 423-5425
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:47.920000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	GENERAL SERVICE ADMINISTRATION
Contact Type:	
Contact Name:	ANTHONY OTTAVIANO
Address:	100 S. CLINTON ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13261
Country Code:	001
Phone:	(315) 423-5425
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:47.920000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	JAMES M. HANLEY U.S. COURTHOUSE
Contact Type:	
Contact Name:	GENERAL SERVICE ADMINISTRATION
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 423-5425
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Last Modified:	2004-03-04 12:31:47.920000000
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29 **1 of 1** **ESE** **0.07 / 395.85** **405.69** **Spill Number 9508471**
128 N WARREN ST
SYRACUSE NY
LEAKING TANKS

Site ID:	319822	**DECREG:**	*7*
Spill NO:	9508471	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	257677	**Source:**	*Institutional, Educational, Gov., Other*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*211*
Class:	C3	**Meets Std:**	*No*
Spill Date:	1994-09-07 11:00:00	**Water Body:**	
Close Date:	1996-01-01 00:00:00	**Rem Phase:**	*0*
Update Date:	1996-11-15 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Responsible Party*
Create Date:	1995-10-11 00:00:00	**After Hours:**	*No*
Received Date:	1995-10-11 12:02:00	**County:**	*Onondaga*
Latitude:	43.051882970	**Inspection Date:**	
Longitude:	-76.150882390		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	DAN LEARY
Spiller Address:	128 N WARREN ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202-
Spiller Country:	001
Contact Name:	DAN LEARY
Contact Phone:	(315) 472-4524
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	319822
Spill Number:	9508471
OP Unit ID:	1022922
OU:	01
Material ID:	362992
Material Code:	0022
Material NA:	waste oil/used oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
30	1 of 1	WSW	0.08 / 398.31	398.11	GENESEE AND FRANKLIN GENESEE AND FRANKLIN SYRACUSE NY	NY SPILLS

Site ID:	71473	**Water Body:**	
Spill NO:	9313267	**REM Phase:**	*0*
Spill Date:	1994-02-07 18:00:00	**Lead DEC:**	*MENASH*
Close Date:	1994-02-10 00:00:00	**Reported By:**	*Citizen*
Create Date:	1994-02-10 00:00:00	**Referred to:**	
Update Date:	1994-04-12 00:00:00	**CAC Date:**	*1994-02-10 00:00:00*
Program Type:	ER	**Source:**	*Unknown*
DER Facility ID:	67625	**Class:**	*D4*
Cont Factor:	Deliberate	**Rcvd Date:**	*1994-02-07 19:00:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:		**After Hours:**	*Yes*
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	71473
Spill Number:	9313267
OP Unit ID:	991719
OU:	01
Material ID:	388652
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
31	1 of 1	WSW	0.08 / 408.88	398.11	.5 300 WEST GENESEE	NY SPILLS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

SYRACUSE NY

Site ID:	86957	***Water Body:***	
Spill NO:	9800130	***REM Phase:***	*0*
Spill Date:	1998-04-03 10:12:00	***Lead DEC:***	*RJBRAZEL*
Close Date:	1999-05-12 00:00:00	***Reported By:***	*Fire Department*
Create Date:	1998-04-03 00:00:00	***Referred to:***	
Update Date:	1999-05-12 00:00:00	***CAC Date:***	*1998-12-16 00:00:00*
Program Type:	ER	***Source:***	*Unknown*
DER Facility ID:	79713	***Class:***	*B2*
Cont Factor:	Human Error	***Rcvd Date:***	*1998-04-03 10:35:00*
UST Trust:	No	***Insp Date:***	*1998-04-03 00:00:00*
Penalty:	No	***County:***	*Onondaga*
SWIS Code:	3415	***Latitude:***	*43.052029360*
DEC Region:	7	***Longitude:***	*-76.155121340*
CID:	257	***After Hours:***	*No*
Meets Std:	No		
Callerremark:			
Decremark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	DISPT BLISS
Contact Phone:	(315) 435-8886
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	86957
Spill Number:	9800130
OP Unit ID:	1057530
OU:	01
Material ID:	325684
Material Code:	0029C
Material NA:	hydrogen chloride
CAS NO:	07647010
Mat Family:	Hazardous Material
Quantity:	1.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

32	***1 of 1***	***NNW***	***0.08 / 434.56***	***409.53***	***NYSDOT BRIDGE BIN 1054020 I-690 WB OVER N CLINTON ST SYRACUSE NY 13203***	***RCRA NON GEN***

County Name: ONONDAGA

County Code:	NY067
EPA Handler ID:	NYD986946341
Current Site Name:	NYSDOT BRIDGE BIN 1054020
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1054020
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1054020
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 1054020
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

33	**1 of 2**	**S**	**0.08 / 439.77**	**398.86**	**NYSERNET.ORG INC** **100 SOUTH SALINA ST** **SYRACUSE NY 13202**	**AST**

Site ID:	404051	**Expiry:**	*2017/06/01*
Site Status:	Active	**County:**	*Onondaga*
Site Type:	Apartment Building/Office Building	**UTM X:**	*406158.05965*
Program NO:	7-601248	**UTM Y:**	*4767073.01822*
Program Type:	Petroleum Bulk Storage Program		

Tank Information	
--	--
Tank ID:	225170
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground on saddles, legs, stilts, rack or cradle
Tank Status:	In Service
Install Date:	2007-06-01 00:00:00
Capacity(gal):	2000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2008-09-16 07:21:10.730000000
--	--
Material Code:	0008
Material Name:	diesel
Percent:	100.00
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	G09
Code Name:	Modified Double-Walled (Aboveground)
Type:	Tank Secondary Containment
--	--

Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
--	--
Equipment:	H01
Code Name:	Interstitial - Electronic Monitoring
Type:	Tank Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	I02
Code Name:	High Level Alarm
Type:	Overfill
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	NYSERNET.ORG INC
Contact Type:	CHIEF OPERATING OFFICER
Contact Name:	STEPHEN R KANKUS
Address:	10 SOUTH SALINA ST, SUITE 300
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 413-0345
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2008-09-16 07:21:10.700000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	NYSERNET.ORG INC
Contact Type:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Contact Name:	BOB BLOOM
Address:	100 SOUTH SALINA ST, SUITE 300
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202-1545
Country Code:	001
Phone:	(315) 413-0345
Phone Ext:	
Email:	BBLOOM@NYSERNET.ORG
Fax:	
Modified By:	KCKEMP
Last Modified:	2008-09-16 07:21:10.713000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	NYSERNET.ORG INC
Contact Type:	
Contact Name:	BOB BLOOM
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 413-0345
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2008-09-16 07:21:10.730000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	NYSERNET.ORG INC
Contact Type:	
Contact Name:	NETWORK OPERATIONS
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 415-8508
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2008-09-16 07:21:10.730000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
33	2 of 2	S	0.08 / 439.77	398.86	NATIONAL GRID MANHOLE 100-S SALINA 100 S SALINA ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000967950
Current Site Name:	NATIONAL GRID MANHOLE 100-S SALINA
Generator Status Universe:	No Report

Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	STEPHEN P HALLER
Contact Address:	300, ERIE BLVD W A-3, , SYRACUSE, NY, 13202, US
Contact Email:	STEPHEN.HALLER@US.NGRID.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19791231
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NATIONAL GRID
Owner/Operator Address:	300 ERIE BLVD W SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19791231
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	22112
Naics Description:	ELECTRIC POWER TRANSMISSION, CONTROL, AND DISTRIBUTION
--	--
Handler Information	
--	--
Date Received:	20120917
Facility Name:	NATIONAL GRID MANHOLE 100-S SALINA
--	--
Date Received:	20120302
Facility Name:	NATIONAL GRID MANHOLE 100-S SALINA
Classification:	Large Quantity Generator
--	--
Date Received:	20111201
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	B002
Waste:	
--	--
Waste Code:	B007

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Waste:	
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
34	1 of 2	ENE	0.08 / 447.82	409.16	E S SHOE CO LTD 313 E WILLOW ST SYRACUSE NY 13203	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD091977231
Current Site Name:	E S SHOE CO LTD
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	1100, E MAIN ST, , ENDICOTT, NY, 13760, US
Contact Name:	
Contact Address:	1100, E MAIN ST, , ENDICOTT, NY, 13760, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	E S SHOE CO LTD
--	--
Date Received:	20070101
Facility Name:	E S SHOE CO LTD
--	--
Date Received:	19990708
Facility Name:	E S SHOE CO LTD
--	--
Date Received:	19800818
Facility Name:	E S SHOE CO LTD
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	F003
Waste:	THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	F005
Waste:	THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
--	--
Violation/Evaluation Information	
--	--
Evaluation Start Date:	19871029
Evaluation Agency:	S
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:	
Violation Determined Date:	
Actual Return to Compliance Date:	
Violation Responsible Agency:	
Enforcement Action Date:	
Enforcement Agency:	
Disposition Status Date:	
Disposition Status:	
Enforcement Type Description:	
Proposed Penalty Amount:	
Paid Amount:	
Final Amount:	
--	--

34	*2 of 2*	*ENE*	*0.08 / 447.82*	*409.16*	***313 EAST WILLOW STREET CORP*** ***313 E WILLOW ST*** ***SYRACUSE NY 13202***	***RCRA NON GEN***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD981558638
Current Site Name:	313 EAST WILLOW STREET CORP
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	555, E GENESEE ST, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	555, E GENESEE ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	313 EAST WILLOW STREE CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	313 EAST WILLOW STREE CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	313 EAST WILLOW STREE CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19861006
Facility Name:	313 EAST WILLOW STREET CORP
Classification:	Small Quantity Generator
--	--
Date Received:	19990708
Facility Name:	313 EAST WILLOW STREET CORP

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Date Received:	20070101
Facility Name:	313 EAST WILLOW STREET CORP
--	--
Date Received:	20060101
Facility Name:	313 EAST WILLOW STREET CORP
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

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35 | 1 of 1 | SE | 0.09 / 450.66 | 402.40 | **AT&T SYRACUSE (NY 1198)**
19 SOUTH WARREN ST
SYRACUSE NY 13202 | **AST**

Site ID:	439104	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Site Type:	Utility (Other than Municipal)	**UTM X:**	*406286.48804*
Program NO:	7-601367	**UTM Y:**	*4767099.91347*
Program Type:	Petroleum Bulk Storage Program		

Tank Information	
--	--
Tank ID:	235690
Tank NO:	NY1198-A1
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground on saddles, legs, stilts, rack or cradle
Tank Status:	In Service
Install Date:	1998-01-01 00:00:00
Capacity(gal):	450
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2010-08-24 16:00:34.490000000
--	--

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36 | 1 of 3 | NW | 0.09 / 479.17 | 408.45 | **NYSDOT BIN 1050851**
I-690 WB OVER N FRANKLIN ST
SYRACUSE NY 13202 | **RCRA NON GEN**

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986946325
Current Site Name:	NYSDOT BIN 1050851
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No

Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1050851
--	--
Date Received:	19920511
Facility Name:	NEW YORK STATE DEPT OF TRANSPORTATION
Classification:	Large Quantity Generator
--	--
Date Received:	19910913
Facility Name:	NYSDOT BIN 1050851
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1050851

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Date Received:	19910401
Facility Name:	NYSDOT BIN 1050851
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
36	2 of 3	NW	0.09 / 479.17	408.45	NYSDOT BRIDGE BIN 1050852 I-690 EB OVER N FRANKLIN ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986946333
Current Site Name:	NYSDOT BRIDGE BIN 1050852
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	19920513
Facility Name:	NYS DOT
Classification:	Large Quantity Generator
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 1050852
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050852
--	--
Date Received:	19910913
Facility Name:	NYSDOT BRIDGE BIN 1050852
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1050852
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
36	3 of 3	NW	0.09 / 479.17	408.45	FRANKLIN ST. RAMP I-81 S/FRANKLIN ST RAMP SYRACUSE NY	NY SPILLS

Site ID:	300861	**Water Body:**	
Spill NO:	9408056	**REM Phase:**	*0*
Spill Date:	1994-09-16 23:49:00	**Lead DEC:**	*MENASH*
Close Date:	1994-09-19 00:00:00	**Reported By:**	*Fire Department*
Create Date:	1994-09-19 00:00:00	**Referred to:**	
Update Date:	1994-11-09 00:00:00	**CAC Date:**	*1994-09-19 00:00:00*
Program Type:	ER	**Source:**	*Commercial Vehicle*
DER Facility ID:	243316	**Class:**	*C6*
Cont Factor:	Equipment Failure	**Rcvd Date:**	*1994-09-17 00:19:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:		**After Hours:**	*Yes*
Meets Std:	Yes		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	300861
Spill Number:	9408056
OP Unit ID:	1005740
OU:	01
Material ID:	377503
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

37	***1 of 1***	***SW***	***0.10 / 516.73***	***400.35***	***ROADWAY TO PRKING LOT ERIE BLVD./FRANKLIN ST. SYRACUSE NY***	***NY SPILLS***

Site ID:	392099	**Water Body:**	
Spill NO:	0710753	**REM Phase:**	*0*
Spill Date:	2008-01-10 14:47:00	**Lead DEC:**	*menash*
Close Date:	2009-01-06 00:00:00	**Reported By:**	*Other*
Create Date:	2008-01-10 15:08:00	**Referred to:**	
Update Date:	2009-01-06 17:35:29.050000000	**CAC Date:**	*2008-02-29 00:00:00*
Program Type:	ER	**Source:**	*Commercial/Industrial*
DER Facility ID:	341708	**Class:**	*C3*
Cont Factor:	Unknown	**Rcvd Date:**	*2008-01-10 14:47:00*
UST Trust:		**Insp Date:**	*2008-01-10 00:00:00*
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:	406	**After Hours:**	*No*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Meets Std: No
Callerremark:

"Have dug 40 ft. down.... the groundwater is contaminated with an unknown petrolium. Site is a parking lot belonging to National Grid. Unknown who is doing the clean up,"

Decremark:

"Normal gw level at site 25 feet. Detected sheen on gw encountered at 40 feet. One time mgp site located behind National Grid (Ni-Mo)."

Spiller Information

--	--
Spiller Name:	LISA MONTESANO
Spiller Company:	NATIONAL GRID
Spiller Address:	300 ERIE BLVD. WEST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202
Spiller Country:	001
Contact Name:	TOM BARBA
Contact Phone:	(315) 455-2000
Contact Ext.:	4258
--	--

Material Information

--	--
Site ID:	392099
Spill Number:	0710753
OP Unit ID:	1149126
OU:	01
Material ID:	2139632
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
38	1 of 1	SW	0.10 / 545.54	400.02	EMO ODONNELL BUILDING 301 ERIE BLVD WEST SYRACUSE NY 13202	RCRA SQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000204123
Current Site Name:	EMO ODONNELL BUILDING
Generator Status Universe:	Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	301, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Contact Name:	CHARLIE F BREVER
Contact Address:	PO BOX 515, , SYRACUSE, NY, 13205, US
Contact Email:	CBREVER@HUEBER-BREVER.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	EMO PROPERTIES LLC
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19850301
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	EMO PROPERTIES LLC
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19850301
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	56179
Naics Description:	OTHER SERVICES TO BUILDINGS AND DWELLINGS
--	--
Handler Information	
--	--
Date Received:	20131112
Facility Name:	EMO ODONNELL BUILDING
Classification:	Small Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	B007
Waste:	
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
39	1 of 3	SE	0.11 / 562.45	401.13	STATE TOWER ASSOCIATES 109 S. WARREN ST STATE TOWER BUILDING SYRACUSE NY 13202	AST

Site ID:	46468	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Site Type:	Other	**UTM X:**	*406287.83445*
Program NO:	7-600026	**UTM Y:**	*4767046.73610*
Program Type:	Petroleum Bulk Storage Program		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Tank Information	
--	--
Tank ID:	134760
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground in Subterranean Vault w/ access for inspections
Tank Status:	Tank Converted to Non-Regulated Use
Install Date:	
Capacity(gal):	13000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1994-04-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0000
Material Name:	empty
Percent:	100.00
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	ANTHONY F. FIORITO-MANAGING PARTNER
Contact Type:	
Contact Name:	
Address:	3940 PAWNEE DR.

Address2:	
City:	LIVERPOOL
State:	NY
Zip Code:	13090
Country Code:	001
Phone:	(315) 652-9256
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:45.937000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	STATE TOWER ASSOCIATES
Contact Type:	
Contact Name:	MR. MICHAEL I. CATES
Address:	109 S. WARREN ST.
Address2:	STATE TOWER BLDG.
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 471-9125
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:45.937000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	STATE TOWER ASSOCIATES
Contact Type:	
Contact Name:	MICHEAL I. CATES
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 471-9125
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:45.937000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	ANTHONY F. FIORITO-MANAGING PARTNER
Contact Type:	
Contact Name:	MICHEAL I. CATES
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Phone:	(315) 673-1595
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:45.950000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
39	2 of 3	SE	0.11 / 562.45	401.13	NYSDOT-BIN1061770 109 SOUTH WARREN STREET SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986975589
Current Site Name:	NYSDOT-BIN1061770
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	19920730
Facility Name:	NYSDOT BRIDGE BIN 1061770
--	--
Date Received:	19910912
Facility Name:	NYSDOT BRIDGE BIN 1061770
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NYSDOT-BIN1061770
--	--
Date Received:	20010604
Facility Name:	NYSDOT BRIDGE BIN 1061770
Classification:	Large Quantity Generator
--	--
Date Received:	20020722
Facility Name:	NYSDOT-BIN1061770
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT-BIN1061770
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
39	3 of 3	SE	0.11 / 562.45	401.13	NYSDOT I-81 OFF RAMP/ROUTE 11 109 SOUTH WARREN STREET SYRACUSE NY 13202	RCRA SQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NY0000234815
Current Site Name:	NYSDOT I-81 OFF RAMP/ROUTE 11
Generator Status Universe:	Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	

Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109 SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	US
Contact Email:	RSTEELE@DOT.STATE.NY.US
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 SOUTH WARREN STREET SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20050329
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	SUITE 518 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NO NAME FOUND
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20050329
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20050329
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Handler Information	
--	--
Date Received:	20060323
Facility Name:	NYSDOT I-81 OFF RAMP/ROUTE 11
Classification:	Small Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT I-81 OFF RAMP/ROUTE 11
Classification:	Small Quantity Generator
--	--
Date Received:	20060324
Facility Name:	NYSDOT I-81 OFF RAMP/ROUTE 11
Classification:	Large Quantity Generator
--	--
Date Received:	19941125
Facility Name:	NYSDOT BIN 1008530
--	--
Date Received:	20050401
Facility Name:	NYSDOT BIN 1008530
Classification:	Large Quantity Generator
--	--
Date Received:	19940422
Facility Name:	NYSDOT BIN 1008530
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
40	1 of 1	NNW	0.11 / 588.68	399.91	CURB AND STORM DRAIN INT. OF BUTTERNUT & FRANKLIN STS. SYRACUSE NY	NY SPILLS

Site ID:	469438	**Water Body:**	
Spill NO:	1206439	**REM Phase:**	*0*
Spill Date:	2012-09-29 16:53:00	**Lead DEC:**	*DJLASALL*
Close Date:	2014-08-22 00:00:00	**Reported By:**	*Police Department*
Create Date:	2012-09-29 17:43:00	**Referred to:**	
Update Date:	2014-08-22 12:45:45.680000000	**CAC Date:**	
Program Type:	ER	**Source:**	*Private Dwelling*
DER Facility ID:	423740	**Class:**	*D3*
Cont Factor:	Traffic Accident	**Rcvd Date:**	*2012-09-29 17:38:00*
UST Trust:	No	**Insp Date:**	
Penalty:		**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.054894000*
DEC Region:	7	**Longitude:**	*-76.154792000*
CID:		**After Hours:**	*Yes*
Meets Std:	No		
Callerremark:			

"1742 THE CALLER ADVISED DISPATCH NO RESPONSE NECESSARY. CLEAN UP HAS BEEN CONDUCTED."

Decremark:

"received second call from Onon co 911 requesting site visit. On site 09/29 615pm-Syr Fire deployed two booms to storm drain to absorb motor oil. Op-tech hired to remove and dispose of booms."

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	ONONDAGA CTY
Contact Phone:	(315) 435-8884
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	469438
Spill Number:	1206439
OP Unit ID:	1219331
OU:	01
Material ID:	2217833
Material Code:	0015
Material NA:	motor oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	Yes
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
41	1 of 1	NNW	0.11 / 598.96	399.91	NIAGARA MOHAWK A NATIONAL GRID CO BUTTERNUT ST & FRANKLIN ST MH 884-A SYRACUSE NY 13204	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000970988
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	LENNY DEL VECCHIO
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	MH 884-A
--	--
Owner/Operator Information	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20140821
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Date Received:	20150225
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
--	--
Hazardous Waste Information	
--	--
Violation/Evaluation Information	
--	--

42	1 of 1	SSE	0.11 / 604.06	400.45	**SHELL, E. GENESEE ST.** **200 BLOCK E GENESEE ST** **SYRACUSE NY**	**NY SPILLS**

Site ID:	283559	**Water Body:**	
Spill NO:	8901384	**REM Phase:**	*0*
Spill Date:	1989-05-11 15:17:00	**Lead DEC:**	*HDWARNER*
Close Date:	1989-06-27 00:00:00	**Reported By:**	*Citizen*
Create Date:	1989-06-03 00:00:00	**Referred to:**	
Update Date:	1989-06-27 00:00:00	**CAC Date:**	*1989-05-11 00:00:00*
Program Type:	ER	**Source:**	*Gasoline Station or other PBS Facility*
DER Facility ID:	229992	**Class:**	
Cont Factor:	Equipment Failure	**Rcvd Date:**	*1989-05-11 15:22:00*
UST Trust:	Yes	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:		**After Hours:**	*No*
Meets Std:	Yes		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	SHELL GAS
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Site ID:	283559
Spill Number:	8901384
OP Unit ID:	928650
OU:	01
Material ID:	449133
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	50.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

43	1 of 1	NE	0.11 / 605.63	423.68	MANHOLE 510 N STATE AND HICKORY ST SYRACUSE NY	NY SPILLS

Site ID:	462807	Water Body:	
Spill NO:	1200188	REM Phase:	0
Spill Date:	2012-04-06 13:46:00	Lead DEC:	cxrossi
Close Date:	2012-06-26 00:00:00	Reported By:	Other
Create Date:	2012-04-06 15:15:00	Referred to:	
Update Date:	2012-06-26 09:52:50.510000000	CAC Date:	
Program Type:	ER	Source:	Commercial/Industrial
DER Facility ID:	417224	Class:	D4
Cont Factor:	Equipment Failure	Rcvd Date:	2012-04-06 15:12:00
UST Trust:	No	Insp Date:	
Penalty:	No	County:	Onondaga
SWIS Code:	3415	Latitude:	
DEC Region:	7	Longitude:	
CID:		After Hours:	No
Meets Std:	Yes		
Callerremark:			

"Caller advised aprx 5 gallons of mineral oil spilled into manhole in a secondary containment and has not affected the environment. Clean up is in progress."

Decremark:

"Contractor cleaned out vault. Did not even enounter a sheen. Sludgy bottom with mud removed and disposed of properly. ~ctr~"

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	NATIONAL GRID
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	STEVE HALLER
Contact Phone:	(315) 428-5206
Contact Ext.:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Material Information

--	--
Site ID:	462807
Spill Number:	1200188
OP Unit ID:	1212907
OU:	01
Material ID:	2210778
Material Code:	2630
Material NA:	mineral oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	1.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	Yes
Oxygenate:	
--	--

44	1 of 1	SE	0.12 / 617.78	402.12	**BASEMENT TAILOR SHOP** **224 EAST WATER STREET** **SYRACUSE NY**	NY SPILLS

Site ID:	91962	**Water Body:**	
Spill NO:	9515869	**REM Phase:**	*0*
Spill Date:	1996-03-11 15:00:00	**Lead DEC:**	*CFMANNES*
Close Date:	2002-08-06 00:00:00	**Reported By:**	*Fire Department*
Create Date:	1996-03-12 00:00:00	**Referred to:**	
Update Date:	2002-08-06 00:00:00	**CAC Date:**	
Program Type:	ER	**Source:**	*Commercial/Industrial*
DER Facility ID:	82596	**Class:**	*C3*
Cont Factor:	Housekeeping	**Rcvd Date:**	*1996-03-12 09:39:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.050483530*
DEC Region:	7	**Longitude:**	*-76.150352800*
CID:	205	**After Hours:**	*No*
Meets Std:	No		
Callerremark:			
Decremark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	MCCON INVESTORS
Spiller Address:	224 EAST WATER STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202-
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	91962

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spill Number:	9515869
OP Unit ID:	1030530
OU:	01
Material ID:	566901
Material Code:	0898A
Material NA:	dry cleaning filter
CAS NO:	
Mat Family:	Other
Quantity:	5.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

---

45 **1 of 1** **SW** **0.12 / 619.03** **400.05** **FRANKLIN ST**
129 FRANKLIN ST
SYRACUSE NY
NY SPILLS

Site ID:	137852	**Water Body:**	
Spill NO:	9002895	**REM Phase:**	*0*
Spill Date:	1990-06-13 11:00:00	**Lead DEC:**	*HDWARNER*
Close Date:	1990-06-13 00:00:00	**Reported By:**	*Citizen*
Create Date:	1990-06-15 00:00:00	**Referred to:**	
Update Date:	1990-09-10 00:00:00	**CAC Date:**	*1990-06-13 00:00:00*
Program Type:	ER	**Source:**	*Institutional, Educational, Gov., Other*
DER Facility ID:	117878	**Class:**	
Cont Factor:	Deliberate	**Rcvd Date:**	*1990-06-13 11:10:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.050293132*
DEC Region:	7	**Longitude:**	*-76.155420030*
CID:		**After Hours:**	*No*
Meets Std:	Yes		
Callerremark:			
Decremark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	137852
Spill Number:	9002895
OP Unit ID:	943014
OU:	01

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Material ID:	437620
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
46	1 of 1	S	0.12 / 630.14	397.90	WASHINGTON ST AND SALINA WASHINGTON ST AND SALINA SYRACUSE NY	NY SPILLS

Site ID:	253327	**Water Body:**	
Spill NO:	0312561	**REM Phase:**	*0*
Spill Date:	2004-02-11 13:25:00	**Lead DEC:**	*MENASH*
Close Date:	2004-02-12 00:00:00	**Reported By:**	*Other*
Create Date:	2004-02-11 00:00:00	**Referred to:**	
Update Date:	2004-02-12 00:00:00	**CAC Date:**	
Program Type:	ER	**Source:**	*Unknown*
DER Facility ID:	207534	**Class:**	*C5*
Cont Factor:	Other	**Rcvd Date:**	*2004-02-11 13:25:00*
UST Trust:	No	**Insp Date:**	
Penalty:	No	**County:**	*Onondaga*
SWIS Code:	3415	**Latitude:**	*43.050569994*
DEC Region:	7	**Longitude:**	*-76.139205000*
CID:	403	**After Hours:**	*No*
Meets Std:	No		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	
Spiller Address:	
Spiller City:	***Update***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	GARY BAKER
Contact Phone:	(315) 477-8448
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	253327
Spill Number:	0312561
OP Unit ID:	877814
OU:	01
Material ID:	497763
Material Code:	0001A
Material NA:	#2 fuel oil

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--
Material Information	
--	--
Site ID:	253327
Spill Number:	0312561
OP Unit ID:	877814
OU:	01
Material ID:	497764
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
47	1 of 2	SSW	0.12 / 630.60	396.11	NIAGARA MOHAWK A NATIONAL GRID CO CLINTON ST & WASHINGTON ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000970871
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name: LENNY DEL VECCHIO
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

-- --
Owner/Operator Information
-- --
NAICS Information
-- --
Handler Information
-- --
Date Received: 20150211
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
-- --
Date Received: 20140723
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
Classification: Large Quantity Generator
-- --
Hazardous Waste Information
-- --
Violation/Evaluation Information
-- --

47	2 of 2	SSW	0.12 / 630.60	396.11	INTERSECTION CLINTON AND EAST WASHINGTON SYRACUSE NY	NY SPILLS

Site ID: 448159
Spill NO: 1100736
Spill Date: 2011-04-21 08:30:00
Close Date: 2011-07-05 00:00:00
Create Date: 2011-04-21 10:20:00
Update Date: 2011-07-05 09:53:30.867000000
Program Type: ER
DER Facility ID: 402756
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: MJROMOCK
Reported By: Other
Referred to:
CAC Date:
Source: Commercial/Industrial
Class: D3
Rcvd Date: 2011-04-21 10:17:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

"9 gallons in vault - 1 gallon out on sidewalk - cleanup in progress"

Decremark:

"4/21/11 - Inspected site. While at site met with B. Cazzolli from National Grid. During the process of removing oil from a transformer in a vault under the sidewalk some oil was spilled on the sidewalk. Cleanup was done with speedi-dry."

Spiller Information
-- --
Spiller Name: BOB CAZZOLI
Spiller Company: NATIONAL GRID
Spiller Address:
Spiller City:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spiller State:	NN
Spiller Zip:	
Spiller Country:	999
Contact Name:	BOB CAZZOLI
Contact Phone:	(315) 247-1349
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	448159
Spill Number:	1100736
OP Unit ID:	1198401
OU:	01
Material ID:	2194675
Material Code:	0016A
Material NA:	non PCB oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	10.00
Units:	
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
48	1 of 1	S	0.12 / 640.00	397.05	NIAGARA MOHAWK A NATIONAL GRID CO 116 E WASHINGTON ST MANHOLE 116 SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000969626
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	MARGARET M CARD
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Contact Email:
Location Street 2:

-- --
Owner/Operator Information
-- --
NAICS Information
-- --
Handler Information
-- --
Date Received: 20130515
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
Classification: Large Quantity Generator
-- --
Date Received: 20130618
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
-- --
Hazardous Waste Information
-- --
Waste Code: B002
Waste:
-- --
Waste Code: B007
Waste:
-- --
Violation/Evaluation Information
-- --

49	1 of 1	S	0.12 / 641.40	398.16	THE UNIVERSITY BUILDING 120 E. WASHINGTON ST SYRACUSE NY 13202	UST

Site ID: 46985
Site Status: Unregulated/Closed
Program NO: 7-600547
Program Type: Petroleum Bulk Storage Program
Site Type: Other

Expiry: N/A
County: Onondaga
Utm X: 406234.16490
Utm Y: 4766958.50372

Tank Information
-- --
Tank ID: 138203
Tank NO: 001
Tank Model:
Pipe Model:
Tank Location: Underground
Tank Status: Closed - In Place
Install Date:
Capacity(gal): 10000
Tank Type: Steel/Carbon Steel/Iron
Test Method: NN
Date Tested:
Next Test:
Close Date: 1999-08-01 00:00:00
Register: True
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:34:30.780000000
-- --
Material Code: 0000
Material Name: empty
Percent: 100.00
-- --
Equipment: C00
Code Name: No Piping
Type: Pipe Location
-- --
Equipment: D00

Code Name:	No Piping
Type:	Pipe Type
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	VINLANDIC LLC
Contact Type:	
Contact Name:	
Address:	120 E. WASHINGTON ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 426-126
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.500000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	VINLANDIC LLC
Contact Type:	
Contact Name:	JOSEPH H. HUCKO
Address:	120 E. WASHINGTON ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 426-1265
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.500000000

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	THE UNIVERSITY BUILDING
Contact Type:	
Contact Name:	MONAHAN HUCKO & CO.
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 426-1265
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.500000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	VINLANDIC LLC
Contact Type:	
Contact Name:	JAMES MONAHAN
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 426-1265
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.500000000
--	--

50	1 of 1	SSW	0.12 / 645.42	397.12	EVPASS 141 West Washington Street Syracuse NY 13202	ALT FUELS

Fuel Type Code:	ELEC	BD Blends:	
Status Code:	E	NG Fill Type Code:	
Owner Type Code:		NG PSI:	
Federal Agency ID:		NG Vehicle Class:	
Fed Agency Name:		EV Lvl1 EVSE No:	
Open Date:		EV Lvl2 EVSE No:	15
Expected Date:		EV DC Fast Count:	
Groups w Acc Cd:	Public	EV Other Info:	
Geocode Status:	200-8	EV Network:	ChargePoint Network
Latitude:	43.0495867	EV Network Web:	http://www.chargepoint.com/
Longitude:	-76.1527635	EV Connector Tp:	J1772
Dt Last Confirmed:	11/3/2016	LPG Primary:	
ID:	41752	E85 Blender Pump:	
Updated At:	2016-11-03 09:07:07 UTC	Plus4:	
Station Phone:	888-758-4389		
Cards Accepted:			
Hydrogen Status Link:			
Intersection Directions:	FM-8; 15 Units Lincoln Center lot between S Salina and S Clinton FM-12; 15 Units Lincoln Center lot between S Salina and S Clinton FM-14; 15 Units Lincoln Center lot between S Salina and S Clinton FM-4; 15 Units Lincoln		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Center lot between S Salina and S Clinton FM-3; 15 Units Lincoln Center lot between S Salina and S Clinton FM-5; 15 Units Lincoln Center lot between S Salina and S Clinton FM-10; 15 Units Lincoln Center lot between S Salina and S Clinton FM-9; 15 Units Lincoln Center lot between S Salina and S Clinton FM-15; 15 Units Lincoln Center lot between S Salina and S Clinton FM-6; 15 Units Lincoln Center lot between S Salina and S Clinton FM-13; 15 Units Lincoln Center lot between S Salina and S Clinton FM-11; 15 Units Lincoln Center lot between S Salina and S Clinton FM-2; 15 Units Lincoln Center lot between S Salina and S Clinton FM-1; 15 Units Lincoln Center lot between S Salina and S Clinton FM-7; 15 Units Lincoln Center lot between S Salina and S Clinton

Access Days Time: 24 hours daily

51	1 of 2	E	0.14 / 732.53	410.74	***SUNOCO SERVICE STATION*** ***200 N STATE ST*** ***SYRACUSE NY 13203***	***RCRA NON GEN***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986935468
Current Site Name:	SUNOCO SERVICE STATION
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	1801, MARKET ST - 20-10 PC, , PHILADELPHIA, NY, 191031699, US
Contact Name:	SUSAN HICKEY
Contact Address:	1801, MARKET ST - 20-10 PC, , PHILADELPHIA, NY, 191031699, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SUN CO INC - R & M
Owner/Operator Address:	1801 MARKET ST PHILADELPHIA PA 191031699
Owner/Operator Phone:	6109419054
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	SUN CO INC - R & M
Owner/Operator Address:	1801 MARKET ST PHILADELPHIA PA US 191031699
Owner/Operator Phone:	6109419054
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SUN CO INC - R & M
Owner/Operator Address:	1801 MARKET ST PHILADELPHIA PA US 191031699
Owner/Operator Phone:	6109419054

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20070101
Facility Name:	SUNOCO SERVICE STATION
--	--
Date Received:	19980908
Facility Name:	SUNOCO SERVICE STATION
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20060101
Facility Name:	SUNOCO SERVICE STATION
--	--
Hazardous Waste Information	
--	--
Waste Code:	D018
Waste:	BENZENE
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

51	***2 of 2***	***E***	***0.14 / 732.53***	***410.74***	***SUNOCO #0363-8954*** ***200 NORTH STATE ST*** ***SYRACUSE NY 13203***	***UST***

Site ID:	44647	**Expiry:**	*2021/07/15*
Site Status:	Active	**County:**	*Onondaga*
Program NO:	7-127949	**Utm X:**	*406478.72398*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767287.25727*
Site Type:	Retail Gasoline Sales		

Tank Information	
--	--
Tank ID:	128147
Tank NO:	003
Tank Model:	103
Pipe Model:	D
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1983-07-01 00:00:00
Capacity(gal):	12000
Tank Type:	Fiberglass Reinforced Plastic (FRP)
Test Method:	21
Date Tested:	2014-08-19 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-13 15:37:13.773000000
--	--
Material Code:	2712
Material Name:	gasoline/ethanol
Percent:	10.00
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--

Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	L07
Code Name:	Pressurized Piping Leak Detector
Type:	Piping Leak Detection
--	--
Equipment:	E04
Code Name:	Double walled UG
Type:	Piping Secondary Containment
--	--
Equipment:	B04
Code Name:	Fiberglass
Type:	Tank External Protection
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Tank Information	
--	--
Tank ID:	128145
Tank NO:	001
Tank Model:	103
Pipe Model:	D
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1983-07-01 00:00:00
Capacity(gal):	12000
Tank Type:	Fiberglass Reinforced Plastic (FRP)
Test Method:	21
Date Tested:	2014-08-19 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-13 15:37:13.767000000
--	--
Material Code:	2712
Material Name:	gasoline/ethanol
Percent:	10.00
--	--
Equipment:	B04

Code Name:	Fiberglass
Type:	Tank External Protection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	L07
Code Name:	Pressurized Piping Leak Detector
Type:	Piping Leak Detection
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--
Equipment:	E04
Code Name:	Double walled UG
Type:	Piping Secondary Containment
--	--
Tank Information	
--	--
Tank ID:	128146
Tank NO:	002
Tank Model:	103
Pipe Model:	D
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1983-07-01 00:00:00
Capacity(gal):	12000
Tank Type:	Fiberglass Reinforced Plastic (FRP)
Test Method:	21
Date Tested:	2014-08-19 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-13 15:37:13.770000000
--	--
Material Code:	2712
Material Name:	gasoline/ethanol

Percent:	10.00
--	--
Equipment:	E04
Code Name:	Double walled UG
Type:	Piping Secondary Containment
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	L09
Code Name:	Exempt Suction Piping
Type:	Piping Leak Detection
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	B04
Code Name:	Fiberglass
Type:	Tank External Protection
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	SUNOCO RETAIL LLC
Contact Type:	COMPLIANCE COORDINATOR
Contact Name:	KATHLEEN MCCANEY
Address:	3801 WEST CHESTER PIKE
Address2:	
City:	NEWTOWN SQUARE
State:	PA
Zip Code:	19073
Country Code:	001
Phone:	(610) 833-3761
Phone Ext:	
Email:	KATHLEEN.MCCANEY@SUNOCO.COM
Fax:	

Modified By:	LMWINTER
Last Modified:	2016-09-16 12:23:11.533000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	SUNOCO RETAIL LLC
Contact Type:	COMPLIANCE COORDINATOR
Contact Name:	KATHLEEN MCCANEY
Address:	3801 WEST CHESTER PIKE
Address2:	
City:	NEWTOWN SQUARE
State:	PA
Zip Code:	19073
Country Code:	001
Phone:	(610) 833-3761
Phone Ext:	
Email:	KATHLEEN.MCCANEY@SUNOCO.COM
Fax:	
Modified By:	LMWINTER
Last Modified:	2016-09-16 12:23:11.533000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	SUNOCO RETAIL LLC
Contact Type:	
Contact Name:	SUNOCO MAINTENANCE
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	999
Phone:	(800) 786-9494
Phone Ext:	
Email:	
Fax:	
Modified By:	LMWINTER
Last Modified:	2016-09-16 12:07:05.063000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	SUNOCO #0363-8954
Contact Type:	
Contact Name:	VINCENT TRICHILO - COOP
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 422-0846
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2016-07-13 15:37:07.020000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
52	1 of 1	W	0.14 / 737.35	394.35	GENERAL CHEMICAL LLC 344 W GENESEE ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000100446
Current Site Name:	GENERAL CHEMICAL LLC
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	344, W GENESEE ST, , SYRACUSE, NY, 13202, US
Contact Name:	KELVIN DIXON
Contact Address:	344, W GENESEE ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	GENERAL CHEMICAL LLC
Owner/Operator Address:	90 E HALSEY RD PARSIPPANY NJ US 07054
Owner/Operator Phone:	9735150900
Owner/Operator Type:	P
Date Became Current:	20031107
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	GENTECK INC
Owner/Operator Address:	90 E HALSEY RD PARSIPPANY NJ 07054
Owner/Operator Phone:	9735150900
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	GENERAL CHEMICAL LLC
Owner/Operator Address:	344 W GENESEE ST SYRACUSE NY US 13202
Owner/Operator Phone:	9735151948
Owner/Operator Type:	P
Date Became Current:	20031107
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	GENTECK INC
Owner/Operator Address:	90 E HALSEY RD PARSIPPANY NJ US 07054
Owner/Operator Phone:	9735150900
Owner/Operator Type:	P
Date Became Current:	20010101
Date Ended Current:	

--	--
NAICS Information	
--	--
Naics Code:	325199
Naics Description:	ALL OTHER BASIC ORGANIC CHEMICAL MANUFACTURING
--	--
Naics Code:	325188
Naics Description:	ALL OTHER BASIC INORGANIC CHEMICAL MANUFACTURING
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	GENERAL CHEMICAL LLC
--	--
Date Received:	20010925
Facility Name:	GENERAL CHEMICAL SYRACUSE TECH
Classification:	Large Quantity Generator
--	--
Date Received:	20020220
Facility Name:	GENERAL CHEMICAL CORPORATION
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	GENERAL CHEMICAL LLC
--	--
Date Received:	20040304
Facility Name:	GENERAL CHEMICAL LLC
Classification:	Small Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	D005
Waste:	BARIUM
--	--
Waste Code:	D003
Waste:	REACTIVE WASTE
--	--
Waste Code:	D009
Waste:	MERCURY
--	--
Waste Code:	D002
Waste:	CORROSIVE WASTE
--	--
Waste Code:	P098
Waste:	POTASSIUM CYANIDE (OR) POTASSIUM CYANIDE K(CN)
--	--
Waste Code:	F002
Waste:	THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
--	--
Waste Code:	D004
Waste:	ARSENIC
--	--
Violation/Evaluation Information	
--	--
Evaluation Start Date:	20040413
Evaluation Agency:	S
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Violation Determined Date:
Actual Return to Compliance Date:
Violation Responsible Agency:
Enforcement Action Date:
Enforcement Agency:
Disposition Status Date:
Disposition Status:
Enforcement Type Description:
Proposed Penalty Amount:
Paid Amount:
Final Amount:
-- --

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53 | ***1 of 2*** | ***SW*** | ***0.15 / 786.28*** | ***399.18*** | ***Washington Station***
333 W. Washington Street
Syracuse NY 13202 | ***BROWNFIELDS***

Site Code:	409901	***Region:***	*7*
Site Class:	N	***Town:***	*Syracuse (c)*
Program:	BCP	***Record Added:***	*2009-02-11 11:11:00*
HW Code:	C734117	***Record Update:***	*2009-09-04 14:00:00*
SWIS:	3415	***Updated By:***	*MOBARRIE*
Acres:	1.039	***Latitude:***	*43.049444444*
County:	Onondaga	***Longitude:***	*-76.006388889*
Site Class Desc:			
Assess DOH:			

DESCRIPTION:

This BCP Application is to clean up and revitalize a portion of the Syracuse Central Business District. This portion was formerly two (2) tax parcels that were re-subdivided (filed on 11/20/08) into what will be Washington Station, 333 West Washington Street, Syracuse, NY 13202, in Onondaga County. The Site is approximately one(1) acre in size and is currently utilized as a surface parking lot. It borders the Washington Street parking garage and surface parking lot to the north and the Atrium parking garage to the east, Syracuse University School of Architect to the West, and a surface parking lot and the Sunburst Optical building to the south. The proposed commercial development project consists of a six (6) story office building with surface parking. Known or suspected contaminants listed are SVOCs, metals, and petroleum. These contaminants are impacting the soil and groundwater. This BCP Application was denied on 8/21/09.

ASSESSMENT:

Information submitted with the BCP application regarding the environmental conditions at the site are currently under review and will be revised as additional information becomes available. Soil samples along with laboratory analysis identify subsurface soils impacted by SVOCs and metals. There remains two (2) underground storage tanks (usts) buried on the eastern portion of the site. The remaining contents, amount or the type are unknown at this time; therefore unknown petroleum product may exist and potentially can impact surrounding soils and groundwater. Given the nature and historical use as a railroad station and rail yard poor house keeping practices in that era may have contributed to soil and groundwater impacts. Taking these factors into consideration and the site itself bordering Onondaga Creek impacts to the creek are possible as well as to Onondaga Lake.

Owner
-- --
Site Code: 409901
HW Code: C734117
Owner Op.: 01
Seq No.: 0000001
Sub Type: NNN
Owner Name: JED S. SCHNEIDER C/O PIONEER MGMT GROUP, LLC
Owner Company: WASHINGTON/WALTON COMPANY LLC
Owner Street: 250 S. CLINTON STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
-- --

Owner
-- --
Site Code: 409901
HW Code: C734117
Owner Op.: 04

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Seq No.:	0000001
Sub Type:	NNN
Owner Name:	CLARENCE (MIKE) BISHOFF, IV
Owner Company:	LAMAR OUTDOOR ADVERTISING
Owner Street:	745 W. GENESEE STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	
--	--
Site Code:	409901
HW Code:	C734117
Owner Op.:	04
Seq No.:	0000002
Sub Type:	NNN
Owner Name:	JOHN D. MURPHY
Owner Company:	MURBRO PARKING, INC.
Owner Street:	5406 S. BAY ROAD
Owner Street 2:	
Owner City:	N. SYRACUSE
Owner State:	NY
Owner Zip:	13212
Country:	United States of America
--	--
Owner	
--	--
Site Code:	409901
HW Code:	C734117
Owner Op.:	06
Seq No.:	0000001
Sub Type:	P03
Owner Name:	JED S. SCHNEIDER C/O PIONEER MGMT GROUP, LLC
Owner Company:	WASHINGTON/WALTON CO LLC & WASHINGTON/WALTON REAL ESTATE CO
Owner Street:	250 S. CLINTON STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

53	***2 of 2***	***SW***	***0.15 / 786.28***	***399.18***	***WASHINGTON / WALTON CO LLC*** ***333 WEST WASHINGTON ST*** ***SYRACUSE NY 13202***	***UST***

Site ID:	414782	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-601269	**Utm X:**	*405835.38801*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4766965.71728*
Site Type:	Apartment Building/Office Building		

Tank Information

--	--
Tank ID:	228793
Tank NO:	02
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	3000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	

Next Test:	
Close Date:	2009-06-09 00:00:00
Register:	True
Modified By:	KCKEMP
Last Modified:	2009-06-11 16:40:40.043000000
--	--
Material Code:	0009
Material Name:	gasoline
Percent:	100.00
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Tank Information	
--	--
Tank ID:	228792
Tank NO:	01
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	4000

Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	2009-06-09 00:00:00
Register:	True
Modified By:	KCKEMP
Last Modified:	2009-06-11 16:40:40.043000000
--	--
Material Code:	0008
Material Name:	diesel
Percent:	100.00
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	WASHINGTON / WALTON CO LLC
Contact Type:	MEMBER

Contact Name:	MICHAEL P FALCONE
Address:	333 WEST WASHINGTON ST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 471-2181
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2009-06-11 16:39:58.810000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	WASHINGTON / WALTON CO LLC
Contact Type:	
Contact Name:	JED SCHNEIDER / MICHAEL P FALCONE
Address:	250 SOUTH CLINTON ST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 471-2181
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2009-06-11 16:39:58.810000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	WASHINGTON / WALTON CO LLC
Contact Type:	
Contact Name:	JED SCHNEIDER
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 471-2181
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2009-06-07 14:36:10.087000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	WASHINGTON / WALTON CO LLC
Contact Type:	
Contact Name:	JED SCHNEIDER
Address:	
Address2:	
City:	
State:	NN

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Zip Code:	
Country Code:	001
Phone:	(315) 471-2181
Phone Ext:	
Email:	
Fax:	
Modified By:	KCKEMP
Last Modified:	2009-06-07 14:36:10.087000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
54	1 of 1	SSE	0.15 / 790.49	398.16	KEY BANK OF NEW YORK 201 S. WARREN ST SYRACUSE NY 13202	AST

Site ID:	46695	**Expiry:**	N/A
Site Status:	Unregulated/Closed	**County:**	Onondaga
Site Type:	Other	**UTM X:**	406284.46379
Program NO:	7-600256	**UTM Y:**	4766955.37030
Program Type:	Petroleum Bulk Storage Program		

Tank Information

--	--
Tank ID:	136492
Tank NO:	1
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground in Subterranean Vault w/ access for inspections
Tank Status:	Closed - Removed
Install Date:	
Capacity(gal):	4000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1994-08-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C03
Code Name:	Aboveground/Underground Combination
Type:	Pipe Location
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--

Equipment:	G03
Code Name:	Vault (w/o access)
Type:	Tank Secondary Containment
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	D10
Code Name:	Copper
Type:	Pipe Type
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	KEY BANK OF NEW YORK
Contact Type:	
Contact Name:	
Address:	201 S. WARREN ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 470-5151
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:48.403000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	KEY BANK OF NEW YORK
Contact Type:	
Contact Name:	MR. AL MONROE
Address:	201 S. WARREN ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 470-5151
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:48.403000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	KEY BANK OF NEW YORK
Contact Type:	
Contact Name:	AL MONROE
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Phone:	(315) 470-5151
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:48.403000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	KEY BANK OF NEW YORK
Contact Type:	
Contact Name:	AL MONROE
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 470-5151
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:48.403000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
55	1 of 1	SSW	0.15 / 790.72	393.90	AT&T BLDG 250 S CLINTON ST SYRACUSE NY	LEAKING TANKS

Site ID:	239109	**DECREG:**	*7*
Spill NO:	8901632	**Lead DEC:**	*GREGG*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	196794	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1989-05-17 12:30:00	**Water Body:**	
Close Date:	1989-05-26 00:00:00	**Rem Phase:**	*0*
Update Date:	1989-07-13 00:00:00	**Refer to:**	
CAC Date:	1989-05-26 00:00:00	**Reported By:**	*Affected Persons*
Create Date:	1989-06-03 00:00:00	**After Hours:**	*No*
Received Date:	1989-05-17 14:45:00	**County:**	*Onondaga*
Latitude:	43.049153830	**Inspection Date:**	
Longitude:	-76.153630810		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	UNK
Spiller Address:	
Spiller City:	***UPDATE***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Site ID:	239109
Spill Number:	8901632
OP Unit ID:	927653
OU:	01
Material ID:	449364
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
56	1 of 1	NNW	0.15 / 815.81	388.96	FRANKLIN SQUARE ASSOC 429N FRANKLIN ST SYRACUSE NY 132041415	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986903896
Current Site Name:	FRANKLIN SQUARE ASSOC
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	4, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	4, CLINTON SQ, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	FRANKLIN SQUARE ASSOC
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	FRANKLIN SQUARE ASSOC
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	FRANKLIN SQUARE ASSOC
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	FRANKLIN SQUARE ASSOC
--	--
Date Received:	19990708
Facility Name:	FRANKLIN SQUARE ASSOC
--	--
Date Received:	20070101
Facility Name:	FRANKLIN SQUARE ASSOC
--	--
Date Received:	19900608
Facility Name:	FRANKLIN SQUARE ASSOC
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
57	1 of 1	SSE	0.15 / 816.18	397.72	MERCHANTS BANK 216-220 S WARREN ST SYRACUSE NY 132021607	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982728438
Current Site Name:	MERCHANTS BANK
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No

Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	216-220, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	216-220, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	MERCHANTS NATIONAL BANK
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	MERCHANTS NATIONAL BANK
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	MERCHANTS NATIONAL BANK
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	MERCHANTS BANK
--	--
Date Received:	20070101
Facility Name:	MERCHANTS BANK
--	--
Date Received:	19990708
Facility Name:	MERCHANTS BANK
--	--
Date Received:	19890403
Facility Name:	MERCHANTS BANK
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	1 of 15	WSW	0.17 / 908.64	400.01	NIMOSYR 300 ERIE BLVD WEST SYRACUSE NY	LEAKING TANKS

Site ID:	150027	**DECREG:**	7
Spill NO:	8710546	**Lead DEC:**	AJMARSCH
SWIS Code:	3415	**Contr Factor:**	Tank Test Failure
DER Fac ID:	327390	**Source:**	Commercial/Industrial
Program Type:	ER	**Penalty:**	No
UST Trust:	Yes	**CID:**	
Class:		**Meets Std:**	Yes
Spill Date:	1988-03-17 11:30:00	**Water Body:**	
Close Date:	1988-05-20 00:00:00	**Rem Phase:**	0
Update Date:	1988-06-02 00:00:00	**Refer to:**	
CAC Date:	1988-05-20 00:00:00	**Reported By:**	Responsible Party
Create Date:	1988-03-31 00:00:00	**After Hours:**	No
Received Date:	1988-03-17 11:56:00	**County:**	Onondaga
Latitude:	43.050989160	**Inspection Date:**	
Longitude:	-76.155580680		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	NIAGARA MOHAWK
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	150027
Spill Number:	8710546
OP Unit ID:	915453
OU:	01
Material ID:	462317
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	2 of 15	WSW	0.17 / 908.64	400.01	NMPC - ERIE BLVD COMPLEX	RCRA CESQG

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
					300 ERIE BLVD W SYRACUSE NY 13202	

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD006994735
Current Site Name:	NMPC - ERIE BLVD COMPLEX
Generator Status Universe:	Conditionally Exempt Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	7437, HENRY CLAY BLVD HAZ WASTE, , LIVERPOOL, NY, 13088, US
Contact Name:	MICHAEL SONNELITTER
Contact Address:	7437, HENRY CLAY BLVD HAZ WASTE, , LIVERPOOL, NY, 13088, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	300 ERIE BLVD W ENV AFF C-1 SYRACUSE NY US 13202
Owner/Operator Phone:	3154286670
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	300 ERIE BLVD W ENV AFF C-1 SYRACUSE NY US 13202
Owner/Operator Phone:	3154286670
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	300 ERIE BLVD W ENV AFF C-1 SYRACUSE NY 13202
Owner/Operator Phone:	3154286670
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	22111
Naics Description:	ELECTRIC POWER GENERATION
--	--
Naics Code:	2211
Naics Description:	ELECTRIC POWER GENERATION, TRANSMISSION AND DISTRIBUTION
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Handler Information	
--	--
Date Received:	19931222
Facility Name:	NMPC - ERIE BLVD COMPLEX
Classification:	Large Quantity Generator
--	--
Date Received:	19791231
Facility Name:	NMPC - ERIE BLVD COMPLEX
--	--
Date Received:	19980220
Facility Name:	NIAGARA MOHAWK POWER CORP
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NMPC - ERIE BLVD COMPLEX
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20070101
Facility Name:	NMPC - ERIE BLVD COMPLEX
Classification:	Conditionally Exempt Small Quantity
--	--
Hazardous Waste Information	
--	--
Waste Code:	X002
Waste:	DESCRIPTION
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	D009
Waste:	MERCURY
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	3 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK - RTE 9W 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986931608
Current Site Name:	NIAGARA MOHAWK - RTE 9W
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19901128
Facility Name:	NIAGARA MOHAWK - RTE 9W
Classification:	Small Quantity Generator
--	--
Date Received:	19950419
Facility Name:	NIAGARA MOHAWK - RTE 9W
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK - RTE 9W
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK - RTE 9W
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

58	*4 of 15*	*WSW*	*0.17 / 908.64*	*400.01*	*NIAGARA MOHAWK LOCKPORT STATION*	*RCRA NON GEN*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
					300 ERIE BLVD W SYRACUSE NY 13202	

County Name:	NIAGARA
County Code:	NY063
EPA Handler ID:	NYD000329532
Current Site Name:	NIAGARA MOHAWK LOCKPORT STATION
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19950321
Facility Name:	NIAGARA MOHAWK LOCKPORT STATION
--	--
Date Received:	20060101

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Facility Name:	NIAGARA MOHAWK LOCKPORT STATION
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK LOCKPORT STATION
--	--
Date Received:	19860527
Facility Name:	NIAGARA MOHAWK LOCKPORT STATION
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

58	**5 of 15**	**WSW**	**0.17 / 908.64**	**400.01**	**NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA** **300 ERIE BLVD W** **SYRACUSE NY 13202**	**RCRA NON GEN**

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986874683
Current Site Name:	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19880901
Facility Name:	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA
--	--
Date Received:	19950413
Facility Name:	NIAGARA MOHAWK CARLYLE COMPRESSOR SUBSTA
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	X002
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	6 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986910677
Current Site Name:	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No

Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB
--	--
Date Received:	19950419
Facility Name:	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB
--	--
Date Received:	19900817
Facility Name:	NIAGARA MOHAWK POWER CORP/BRIDGE ST SUB
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	X002
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	7 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982792137
Current Site Name:	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
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Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
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NAICS Information	
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Handler Information	
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Received:	19950502
Facility Name:	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT
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Date Received:	20060101
Facility Name:	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT
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Date Received:	20070101
Facility Name:	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT
--	--
Date Received:	20021002
Facility Name:	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT
--	--
Date Received:	19890816
Facility Name:	NIAGARA MOHAWK - FEEDER DAM HYDRO STAT
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	X002
Waste:	DESCRIPTION
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Violation/Evaluation Information	
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	8 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK EAST UTICA SUBSTATION 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONEIDA
County Code:	NY065
EPA Handler ID:	NYD986872737
Current Site Name:	NIAGARA MOHAWK EAST UTICA SUBSTATION
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
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Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
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NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK EAST UTICA SUBSTATION
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Date Received:	19950413
Facility Name:	NIAGARA MOHAWK EAST UTICA SUBSTATION
--	--
Date Received:	19880715
Facility Name:	NIAGARA MOHAWK EAST UTICA SUBSTATION
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK EAST UTICA SUBSTATION
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
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58	***9 of 15***	***WSW***	***0.17 / 908.64***	***400.01***	***NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB 300 ERIE BLVD W SYRACUSE NY 13202***	***RCRA NON GEN***

County Name:	ST LAWRENCE
County Code:	NY089
EPA Handler ID:	NYD982276537
Current Site Name:	NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No

Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
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Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
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Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB
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Date Received:	20070101
Facility Name:	NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB
--	--
Date Received:	19950425
Facility Name:	NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB
--	--
Date Received:	19871005
Facility Name:	NIAGARA MOHAWK SUGAR ISLAND HYDRO SUB
Classification:	Large Quantity Generator
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Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	NONE
Waste:	DESCRIPTION

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
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Violation/Evaluation Information						
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58	10 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK BUFFALO STATION 3 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982721268
Current Site Name:	NIAGARA MOHAWK BUFFALO STATION 3
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
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Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

NAICS Information	
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Handler Information	
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 3
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Date Received:	19890123
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 3
Classification:	Large Quantity Generator
--	--
Date Received:	19950427
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 3
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 3
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
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58	***11 of 15***	***WSW***	***0.17 / 908.64***	***400.01***	***NIAGARA MOHAWK BUFFALO STATION 1*** ***300 ERIE BLVD W*** ***SYRACUSE NY 13202***	***RCRA NON GEN***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982721276
Current Site Name:	NIAGARA MOHAWK BUFFALO STATION 1
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
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Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19890123
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 1
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 1
--	--
Date Received:	19950428
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 1
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK BUFFALO STATION 1
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	12 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK CHERRY VALLEY SUB 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982280612
Current Site Name:	NIAGARA MOHAWK CHERRY VALLEY SUB
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No

Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	22111
Naics Description:	ELECTRIC POWER GENERATION
--	--
Naics Code:	2211
Naics Description:	ELECTRIC POWER GENERATION, TRANSMISSION AND DISTRIBUTION
--	--
Handler Information	
--	--
Date Received:	19950425
Facility Name:	NIAGARA MOHAWK CHERRY VALLEY SUB
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK CHERRY VALLEY SUB
--	--
Date Received:	19871221
Facility Name:	NIAGARA MOHAWK CHERRY VALLEY SUB
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK CHERRY VALLEY SUB
--	--
Date Received:	19960315
Facility Name:	NIAGARA MOHAWK POWER CORP
Classification:	Large Quantity Generator

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

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Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	13 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK GOLAH SUBSTATION 300 ERIE BLVD W SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982532749
Current Site Name:	NIAGARA MOHAWK GOLAH SUBSTATION
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	20010101
Date Ended Current:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Indicator:	CO
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19880307
Facility Name:	NIAGARA MOHAWK GOLAH SUBSTATION
Classification:	Large Quantity Generator
--	--
Date Received:	19950426
Facility Name:	NIAGARA MOHAWK GOLAH SUBSTATION
--	--
Date Received:	20070101
Facility Name:	NIAGARA MOHAWK GOLAH SUBSTATION
--	--
Date Received:	20060101
Facility Name:	NIAGARA MOHAWK GOLAH SUBSTATION
--	--
Hazardous Waste Information	
--	--
Violation/Evaluation Information	
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58	**14 of 15**	**WSW**	**0.17 / 908.64**	**400.01**	**NM - Syracuse Erie Blvd. MGP** **300 Erie Blvd West** **Syracuse NY 13208-**	**SHWS**

Site Code:	56354	**Record Update:**	*2016-04-01 13:14:00*
Site Class:	A	**Updated By:**	*AMOMOROG*
Program:	HW	**County:**	*Onondaga*
Hw Code:	734060	**Region:**	*7*
SWIS:	3415	**Town:**	*Syracuse (c)*
Acres:		**Latitude:**	*43.051794550*
Record Added:	1999-11-18 12:00:00	**Longitude:**	*-76.157185590*

Site Class Description: Active

Assess DOH: Since the site is covered by asphalt, fill or site buildings, people will not come into contact with soil and groundwater contamination unless they dig below the surface. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination.

DESCRIPTION:

Location: The NM-Erie Boulevard MGP Site is located in an urban area in the City of Syracuse, Onondaga County. The site is bounded by West Genesee Street to the north, North Franklin Street to the east and Erie Boulevard West to the south. The site is owned by Niagara Mohawk Power Corporation (NM), doing business as National Grid. Site Features: Onondaga Creek borders the site on the west. The seven acre former MGP site is within the 10 acre National Grid facility, consisting of five occupied office buildings. The remaining site area is covered with paved parking lots and roadways. Site access is restricted to the general public by perimeter fencing, locking gates, and an onsite security service. Current Zoning/Use(s): The site is zoned for commercial use. The site is occupied by five buildings comprising the National Grid Syracuse Office Complex. The immediate surrounding area is zoned for commercial and central business use. Past Use of the Site: The prior uses of the site include three mills (a salt mill, a saw mill, a linseed oil mill) and a tannery. The first manufactured gas plant (MGP) was constructed in 1849 and operated until the 1930s. During World War 1 (1917 to 1918) the plant produced toluol used for the manufacture of dynamite at another location. Site Geology and Hydrogeology: Fill material is present below the asphalt pavement surface cover and ranges in thickness from 3 to 28 feet. The fill unit is underlain by a clay/silt layer. This unit is discontinuous and ranges in thickness from 2 to 22 feet. A sand and gravel unit is encountered beneath the clay/silt layer at depths ranging from 6 to 30 feet below ground surface (bgs). The water table is generally encountered at a depth of approximately 20 feet bgs at the site and flows from south to north. The site is adjacent to Onondaga Creek, which is a losing stream at this location, meaning that water flows from the creek into groundwater. Groundwater is naturally very saline, which renders it unsuitable for potable purposes.

ASSESSMENT:

This section summarizes the assessment of existing and potential future environmental impacts presented by the site. Environmental impacts may include existing and potential future exposure pathways to fish and wildlife receptors, wetlands, groundwater resources, and surface water. Based upon the resources and pathways identified and the toxicity of the contaminants of ecological concern at this site, a Fish and Wildlife Resources Impact

Analysis (FWRIA) was deemed not necessary. The specific VOCs of concern for the site are benzene, toluene, ethylbenzene, and xylenes. These are collectively referred to as BTEX in this document. SVOCs of concern are the polycyclic aromatic hydrocarbons (PAHs). Total PAH concentrations referred to in this document are the sum of individual PAH compounds. The inorganic contaminant of concern is cyanide in the form of iron-cyanide salts. Groundwater: The primary contaminants of concern related to MGP processes include benzene, toluene, ethylbenzene and xylenes (BTEX), polycyclic aromatic hydrocarbons (PAHs), and metals. Remedial investigations indicate a deep contaminated groundwater plume of BTEX and naphthalene, with past maximum concentrations of 20,700 ppb and 15,000 ppb respectively, flows off-site, under Onondaga Creek and toward the northwest and has migrated approximately 2,000 feet down gradient of the site. The prior high concentrations were found on-site near the former MGP structures, and have decreased over the years, with more recent levels of BTEX and naphthalene of 11,390 ppb and 2,800 ppb, respectively. Soil: Subsurface soil has been impacted primarily in the western part of the site in the vicinity of the former MGP operations. This area is largely covered by a parking lot and is limited to the on-site area. The lateral extent of MGP impacts to shallow groundwater is limited to the immediate vicinity of the former MGP structures. Coal tar was observed in several soil borings, and test pits located onsite, primarily in the western parking lot. However, there has been no accumulation of free-phase light or dense non-aqueous phase liquid (LNAPL or DNAPL) observed in any of the monitoring wells on-site or down gradient of the site. The upper 8 to 10 feet of soil is not impacted by coal tar as shown in most of the soil borings. Soil Vapor: As part of the Supplemental Remedial Investigation field investigations, soil vapor samples were collected from 30 sampling locations onsite. Several volatile organic compounds (VOCs), including BTEX and naphthalene, were identified in soil vapor samples collected from each sampling location. Overall, the VOC concentrations detected were relatively low, with the majority of the results ranging from non-detect to 10 micrograms per cubic meter (?g/m3). Sub-slab vapor and indoor air samples were collected to evaluate the vapor intrusion exposure pathway. While some VOCs were identified in the sub-slab vapor samples, MGP related VOCs were not identified in any of the indoor air samples at concentrations exceeding typical background indoor air values. Non-MGP related VOCs (methylene chloride and trichloroethylene) were identified at two indoor air sampling locations at concentrations slightly greater than typical background indoor air values, but the concentrations at those sampling locations were less than NYSDOH published air guideline values. The presence of methylene chloride and trichloroethylene in indoor air was attributed to operational use of products inside the buildings (not the former MGP). The results do not indicate a need for further investigation or remedial actions for this environmental media. Surface Water: Analysis of surface water samples collected from Onondaga Creek did not contain detectable levels of VOCs and SVOCs. While some metals were detected in the surface water samples, they were not attributable to the site. Cyanide was not detected in any of the surface water samples. Sediment: Sediment samples were collected from 26 locations in Onondaga Creek upstream, adjacent to, and downstream of the site, and analyzed for VOCs, SVOCs, inorganic constituents (including cyanide), PCBs, and pesticides. The analytical results indicate that VOCs were either not detected in sediment, or were detected at very low concentrations were low (1 ppb or less). SVOCs were identified upstream, adjacent to, and downstream of the site. The presence of PAHs in sediment samples upstream of the site and the heavily urbanized nature of the surrounding area indicated that there are current sources of PAHs impacting the creek sediments that are unrelated to the site. Cyanide compounds were not identified in any of the sediment samples. Certain metals and pesticides were detected in the sediment samples, but are unrelated to the site.

Materials
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Site Code: 56354
HW Code: 734060
Waste Name: NAPHTHALENE
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 56354
HW Code: 734060
Waste Name: COAL TAR
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 56354
HW Code: 734060
Waste Name: benzene, toluene, ethylbenzene and xylenes (BTEX)
Waste Quantity: UNKNOWN
Waste Code:
-- --

Owner
-- --
Site Code: 56354
HW Code: 734060
Owner Op.: 19
Seq No.: 0000001
Sub Type: C04
Owner Name:
Owner Company: Onondaga County Public Library
Owner Street: 447 South Salina Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner Zip:	13202
Country:	United States of America
--	--
Owner	
--	--
Site Code:	56354
HW Code:	734060
Owner Op.:	19
Seq No.:	0000002
Sub Type:	B99
Owner Name:	Diane Carlton
Owner Company:	NYSDEC
Owner Street:	615 Erie Blvd. West
Owner Street 2:	
Owner City:	Syracuse
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	
--	--
Site Code:	56354
HW Code:	734060
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	Mr. James Morgan
Owner Company:	Niagara Mohawk Power Corporation, doing businesNational Grid
Owner Street:	300 Erie Blvd. West
Owner Street 2:	
Owner City:	Syracuse
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
58	15 of 15	WSW	0.17 / 908.64	400.01	NIAGARA MOHAWK POWER CORP. 300 ERIE BLVD WEST SYRACUSE NY 13202	UST

Site ID:	45815	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-429899	**Utm X:**	*405887.72347*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767124.54163*
Site Type:	Unknown		

Tank Information	
--	--
Tank ID:	134432
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed Prior to 03/1991
Install Date:	1973-12-01 00:00:00
Capacity(gal):	2000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0009

Material Name:	gasoline
Percent:	100.00
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Tank Information	
--	--
Tank ID:	134433
Tank NO:	002
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed Prior to 03/1991
Install Date:	1973-12-01 00:00:00
Capacity(gal):	2000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0009
Material Name:	gasoline
Percent:	100.00
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	A00
Code Name:	None

Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	NIAGARA MOHAWK POWER CORP.
Contact Type:	
Contact Name:	NIAGARA MOHAWK POWER CORP.
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 474-1511
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:38.983000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	NIAGAR MOHAWK POWER CORP.
Contact Type:	
Contact Name:	ROBERT C. BOWES
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 474-1511
Phone Ext:	
Email:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:38.983000000
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	ZZZ
Company:	NIAGAR MOHAWK POWER CORP.
Contact Type:	
Contact Name:	
Address:	300 ERIE BLVD WEST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 474-1511
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:38.983000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	NIAGAR MOHAWK POWER CORP.
Contact Type:	
Contact Name:	
Address:	300 ERIE BLVD WEST
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 474-1511
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:38.983000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
59	1 of 2	E	0.18 / 938.74	409.25	NYSDOT BRIDGE BIN 105100A I-690 EB CONN D OVER STATE ST SYRACUSE NY 13201	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000082602
Current Site Name:	NYSDOT BRIDGE BIN 105100A
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No

Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 105100A
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 105100A
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 105100A
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
59	2 of 2	E	0.18 / 938.74	409.25	NYSDOT BRIDGE BIN 105095A I-690 WB CONN B OVER STATE ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000082610
Current Site Name:	NYSDOT BRIDGE BIN 105095A
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154329106
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 105095A

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 105095A
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 105095A
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
60	1 of 1	NE	0.19 / 981.53	454.27	ST JOSEPHS HOSP HEALTH 201 PROSPECT AVE SYRACUSE NY	LEAKING TANKS

Site ID:	320693	DECREG:	7
Spill NO:	0306359	Lead DEC:	CFMANNES
SWIS Code:	3415	Contr Factor:	Tank Overfill
DER Fac ID:	258367	Source:	Institutional, Educational, Gov., Other
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	252
Class:	C3	Meets Std:	No
Spill Date:	2003-09-12 13:00:00	Water Body:	
Close Date:	2003-11-03 00:00:00	Rem Phase:	0
Update Date:	2003-11-05 00:00:00	Refer to:	
CAC Date:		Reported By:	Other
Create Date:	2003-09-16 00:00:00	After Hours:	No
Received Date:	2003-09-16 12:55:00	County:	Onondaga
Latitude:	43.053885250	Inspection Date:	
Longitude:	-76.147874580		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	JOHN MURRAY
Spiller Company:	HUEBER CONSTRUCTION CO
Spiller Address:	201 PROSPECT AVE
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	JOHN MURRAY
Contact Phone:	(215) 448-6514
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	320693
Spill Number:	0306359
OP Unit ID:	872918
OU:	01
Material ID:	503589
Material Code:	0008
Material NA:	diesel
CAS NO:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Mat Family:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	15.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
61	1 of 2	S	0.20 / 1,035.98	391.23	SYRACUSE BARBER & BEAUTY SUPPLY, INC. 320 S. CLINTON ST CORNER OF CLINTON & WALTON SYRACUSE NY 13202	AST

Site ID:	46986	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Site Type:	Other Wholesale/Retail Sales	**UTM X:**	*406043.26581*
Program NO:	7-600548	**UTM Y:**	*4766848.94274*
Program Type:	Petroleum Bulk Storage Program		

Tank Information

--	--
Tank ID:	138220
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground in Subterranean Vault w/ access for inspections
Tank Status:	Closed - In Place
Install Date:	
Capacity(gal):	2300
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1997-07-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
--	--
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
--	--
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection

--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
--	--
Equipment:	G03
Code Name:	Vault (w/o access)
Type:	Tank Secondary Containment
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	320 CLINTON REALTY
Contact Type:	
Contact Name:	
Address:	300 SCARBORO DR.
Address2:	
City:	SOLVAY
State:	NY
Zip Code:	13209
Country Code:	001
Phone:	(315) 488-5303
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.513000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	320 CLINTON REALTY
Contact Type:	
Contact Name:	MS. RITA BONACCIO
Address:	300 SCARBORO DR.
Address2:	
City:	SOLVAY
State:	NY
Zip Code:	13209
Country Code:	001
Phone:	(315) 488-5303
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.513000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Company:	SYRACUSE BARBER & BEAUTY SUPPLY, INC.
Contact Type:	
Contact Name:	PATRICK CASSALLIA
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 422-5148
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.513000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	320 CLINTON REALTY
Contact Type:	
Contact Name:	PATRICK CASSALLIA
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 425-0403
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.513000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
61	2 of 2	S	0.20 / 1,035.98	391.23	MARJON LLC 320 S CLINTON ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000053611
Current Site Name:	MARJON LLC
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	509, SEELY RD, , SYRACUSE, NY, 13224, US

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Contact Name:	
Contact Address:	509, SEELY RD, , SYRACUSE, NY, 13224, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	MARJON LLC
Owner/Operator Address:	509 SEELEY RD SYRACUSE NY US 13224
Owner/Operator Phone:	3154454842
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	MARJON LLC
Owner/Operator Address:	509 SEELEY RD SYRACUSE NY US 13224
Owner/Operator Phone:	3154454842
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	MARJON LLC
Owner/Operator Address:	509 SEELEY RD SYRACUSE NY 13224
Owner/Operator Phone:	3154454842
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19990714
Facility Name:	MARJON LLC
Classification:	Small Quantity Generator
--	--
Date Received:	19980414
Facility Name:	MARJON LLC
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	MARJON LLC
--	--
Date Received:	20060101
Facility Name:	MARJON LLC
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
62	1 of 1	SSE	0.20 / 1,038.99	396.16	NIAGARA MOHAWK A NATIONAL GRID CO WARREN & FAYETTE ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000970202

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	MARGARET M CARD
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20140107
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Date Received:	20140430
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
--	--
Hazardous Waste Information	
--	--
Waste Code:	B002
Waste:	
--	--
Waste Code:	B007
Waste:	
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
63	1 of 1	S	0.20 / 1,044.77	393.15	RITE AID #546 301 SOUTH SALINA STREET SYRACUSE NY 13202	RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986887040
Current Site Name:	RITE AID #546
Generator Status Universe:	Large Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No

Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	30, HUNTER LANE, , CAMP HILL, PA, 17011, US
Contact Name:	DAVID W CROZIER
Contact Address:	30, HUNTER LANE, , CAMP HILL, PA, 17011, US
Contact Email:	EHS@RITEAID.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	RITE AID OF NEW YORK, INC.
Owner/Operator Address:	30 HUNTER LANE CAMP HILL PA US 17011
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19881211
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	RITE AID OF NEW YORK INC
Owner/Operator Address:	30 HUNTER LANE CAMP HILL US 17011
Owner/Operator Phone:	7179758643
Owner/Operator Type:	P
Date Became Current:	19790213
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	RITE AID OF NEW YORK INC
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19881211
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	RITE AID CORP
Owner/Operator Address:	30 HUNTER LANE CAMP HILL PA US 17011
Owner/Operator Phone:	7177612633
Owner/Operator Type:	P
Date Became Current:	19881211
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	RITE AID OF NEW YORK, INC.
Owner/Operator Address:	30 HUNTER LANE CAMP HILL PA US 17011
Owner/Operator Phone:	7179758643
Owner/Operator Type:	P
Date Became Current:	19790213
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	RITE AID CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P

Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	RITE AID CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	RITE AID CORP
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19881211
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	RITE AID CORP
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	44611
Naics Description:	PHARMACIES AND DRUG STORES
--	--
Naics Code:	446110
Naics Description:	PHARMACIES AND DRUG STORES
--	--
Handler Information	
--	--
Date Received:	19900131
Facility Name:	RITE AID PHARMACY #546
--	--
Date Received:	20151120
Facility Name:	RITE AID #546
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20160212
Facility Name:	RITE AID #546
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	RITE AID PHARMACY #546
--	--
Date Received:	20060101
Facility Name:	RITE AID PHARMACY #546
--	--
Date Received:	20111104
Facility Name:	RITE AID #546
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20150908
Facility Name:	RITE AID #546
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D007
Waste:	CHROMIUM
--	--
Waste Code:	D004

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Waste:	ARSENIC
--	--
Waste Code:	U044
Waste:	CHLOROFORM (OR) METHANE, TRICHLORO-
--	--
Waste Code:	D022
Waste:	CHLOROFORM
--	--
Waste Code:	U122
Waste:	FORMALDEHYDE
--	--
Waste Code:	D010
Waste:	SELENIUM
--	--
Waste Code:	D024
Waste:	M-CRESOL
--	--
Waste Code:	U188
Waste:	PHENOL
--	--
Waste Code:	U201
Waste:	1,3-BENZENEDIOL (OR) RESORCINOL
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	P106
Waste:	SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)
--	--
Waste Code:	D002
Waste:	CORROSIVE WASTE
--	--
Waste Code:	D026
Waste:	CRESOL
--	--
Waste Code:	P075
Waste:	NICOTINE, & SALTS (OR) PYRIDINE, 3-(1-METHYL-2-PYRROLIDINYL)-,(S)-, & SALTS
--	--
Waste Code:	P098
Waste:	POTASSIUM CYANIDE (OR) POTASSIUM CYANIDE K(CN)
--	--
Waste Code:	P001
Waste:	2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3% (OR) WARFARIN, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%
--	--
Waste Code:	D009
Waste:	MERCURY
--	--
Waste Code:	U279
Waste:	CARBARYL (OR) 1-NAPHTHALENOL, METHYLCARBAMATE
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D011
Waste:	SILVER
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
64	1 of 4	NNW	0.20 / 1,068.95	385.99	432 North Franklin Street 432 North Franklin Street Syracuse NY 13201	BROWNFIELDS

Site Code: 58698 **Region:** 7

Site Class:	C	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2004-03-02 13:04:00*
HW Code:	C734089	**Record Update:**	*2016-05-27 08:56:00*
SWIS:	3415	**Updated By:**	*HDWARNER*
Acres:	1.970	**Latitude:**	*43.056064200*
County:	Onondaga	**Longitude:**	*-76.155170330*

Site Class Desc: Completed

Assess DOH: Prior investigations identified soil and groundwater contaminated with volatile organic compounds, semivolatile organic compounds, and lead. Remediation of the site included excavation and removal of lead-contaminated soil and two underground storage tanks and associated impacted soils. The on-site building, pavement, and placement of an impervious clay cap in select areas will minimize the potential for human exposure to residual soil contaminants. An environmental easement in place imposes several institutional and engineering controls, including restricting site use to commercial and/or industrial purposes and prohibiting the use of groundwater as a source of potable or process water. A sub-slab depressurization system was installed beneath the on-site building to minimize human exposures through soil vapor intrusion. Exposures to contaminants in groundwater are not expected since the area is served by a municipal water supply. A soils management plan will be utilized when completing any future ground intrusive work (i.e., utility and/or soil excavation).

DESCRIPTION:

This site transitioned into the Brownfield Cleanup Program from the Voluntary Cleanup Program (formerly Site # V00588). The site is located in a mixed residential, commercial and industrial land use area. Commercial properties are located to the south. It is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street, respectively. The site is about two acres in size. The site building is primarily slab-on-grade construction except the three-story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for various small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are weed covered. Several underground storage tanks (USTs) were present including two fuel oil USTs, one gasoline UST which likely contained leaded gasoline and a waste oil UST. Probable causes of contamination are storage and handling of fuels and solvents associated with a metal foundry, plastics injecting molding and metal stamping operations. The soil and groundwater has been contaminated by VOCs, SVOCs and heavy metals, most notably lead. A Remedial Investigation has been completed and a Remedial Action has been implemented. Various areas of contaminated soil have been removed, including the gasoline and waste oil USTs. The two fuel oil USTs were cleaned and closed in place. A sub-slab depressurization system has been installed beneath the building. A Final Engineering Report and OM&M Plan were received on 12/12/06. An Environmental Easement was filed on 12/6/06, and a Certificate of Completion was issued on 12/29/06. The project is currently in the site management phase, which includes maintenace of the cap and sub-slab depressurization system.

ASSESSMENT:

A Remedial Investigation has been performed. Identified contaminants of concern include lead, VOCs and PAHs. Contaminated media include soil and groundwater. The selected remedial action included the removal of a limited amount of contaminated soil, installation of a sub-slab depressurization system beneath the building and installation of an impervious clay cap over the remaining areas of concern. Remediation was preformed per an approved Remedial Work Plan. An Environmental Easement restricts contact with soils and use of groundwater. The site does not pose a significant threat to the environment.

Materials

--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	BENZO(A)ANTHRACENE
Waste Quantity:	UNKNOWN
Waste Code:	
--	--

Materials

--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	TRICHLOROETHENE (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	
--	--

Materials

--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	BENZO(A)PYRENE
Waste Quantity:	UNKNOWN
Waste Code:	
--	--

Materials

--	--
Site Code:	58698

HW Code: C734089
Waste Name: Chrysene
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: METHYLENE CHLORIDE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: DIBENZ[A,H]ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: XYLENE (MIXED)
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: BENZO[K]FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Owner
-- --
Site Code: 58698
HW Code: C734089
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name: C/O ROBERT MEDINA
Owner Company: 432 NORTH FRANKLIN PROPERTIES
Owner Street: 221 WEST DIVISION STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13204
Country: United States of America

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Owner	
--	--
Site Code:	58698
HW Code:	C734089
Owner Op.:	06
Seq No.:	0000003
Sub Type:	06
Owner Name:	
Owner Company:	432 NORTH FRANKLIN PROPERTIES, LLC
Owner Street:	221 WEST DIVISION STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58698
HW Code:	C734089
Owner Op.:	06
Seq No.:	0000002
Sub Type:	09
Owner Name:	DOUGLAS SOUTHERLAND
Owner Company:	FRANKLIN PROPERTIES, LLC
Owner Street:	221 WEST DIVISION STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
64	2 of 4	NNW	0.20 / 1,068.95	385.99	432 North Franklin Street 432 North Franklin Street Syracuse NY 13201	NY ENG

Site Code:	58698	**Region:**	7
HW Code:	C734089	**Town:**	Syracuse (c)
Control Type:	ENG	**Latitude:**	43.056064200
County:	Onondaga	**Longitude:**	-76.155170330

Materials	
--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	BENZO(A)ANTHRACENE
Waste Quantity:	UNKNOWN
Waste Code:	
--	--
Materials	
--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	TRICHLOROETHENE (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	
--	--
Materials	
--	--
Site Code:	58698
HW Code:	C734089
Waste Name:	BENZO(A)PYRENE
Waste Quantity:	UNKNOWN
Waste Code:	
--	--

Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: Chrysene
Waste Quantity: UNKNOWN
Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: METHYLENE CHLORIDE
Waste Quantity: UNKNOWN
Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: DIBENZ[A,H]ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: XYLENE (MIXED)
Waste Quantity: UNKNOWN
Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: BENZO[K]FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
--
Controls
--
Control Code: 15
Control Name: Cover System
In Place Date: 12/12/2006
Record Added Date: 1/9/2007 3:35:00 PM
Record Updated Date: 1/21/2016 2:50:51 PM
Updated By: SLEDWARD
--
Controls
--
Control Code: 18

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Control Name:	Subsurface Barriers
In Place Date:	12/12/2006
Record Added Date:	1/9/2007 3:35:00 PM
Record Updated Date:	1/21/2016 2:50:51 PM
Updated By:	SLEDWARD
--	--
Controls	
--	--
Control Code:	13
Control Name:	Vapor Mitigation
In Place Date:	12/12/2006
Record Added Date:	1/9/2007 3:35:00 PM
Record Updated Date:	1/21/2016 2:50:51 PM
Updated By:	SLEDWARD
--	--
Owner	
--	--
Site Code:	58698
HW Code:	C734089
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	C/O ROBERT MEDINA
Owner Company:	432 NORTH FRANKLIN PROPERTIES
Owner Street:	221 WEST DIVISION STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58698
HW Code:	C734089
Owner Op.:	06
Seq No.:	0000003
Sub Type:	06
Owner Name:	
Owner Company:	432 NORTH FRANKLIN PROPERTIES, LLC
Owner Street:	221 WEST DIVISION STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58698
HW Code:	C734089
Owner Op.:	06
Seq No.:	0000002
Sub Type:	09
Owner Name:	DOUGLAS SOUTHERLAND
Owner Company:	FRANKLIN PROPERTIES, LLC
Owner Street:	221 WEST DIVISION STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
64	3 of 4	NNW	0.20 / 1,068.95	385.99	432 North Franklin Street 432 North Franklin Street Syracuse NY 13201	NY INST

Site Code: 58698
HW Code: C734089
Control Type: INST
County: Onondaga
Region: 7
Town: Syracuse (c)
Latitude: 43.056064200
Longitude: -76.155170330

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: BENZO(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: TRICHLOROETHENE (TCE)
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: Chrysene
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: METHYLENE CHLORIDE
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: DIBENZ[A,H]ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
-- --

Materials
-- --
Site Code: 58698
HW Code: C734089
Waste Name: XYLENE (MIXED)
Waste Quantity: UNKNOWN

Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: BENZO[K]FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
--
Materials
--
Site Code: 58698
HW Code: C734089
Waste Name: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
--
Controls
--
Control Code: J
Control Name: Environmental Easement
In Place Date: 12/12/2006
Record Added Date: 1/9/2007 3:35:00 PM
Record Updated Date: 1/21/2016 2:50:51 PM
Updated By: SLEDWARD
--
Controls
--
Control Code: 14
Control Name: Soil Management Plan
In Place Date: 12/12/2006
Record Added Date: 1/9/2007 3:35:00 PM
Record Updated Date: 1/21/2016 2:50:51 PM
Updated By: SLEDWARD
--
Controls
--
Control Code: 08
Control Name: Ground Water Use Restriction
In Place Date: 12/12/2006
Record Added Date: 1/9/2007 3:35:00 PM
Record Updated Date: 1/21/2016 2:50:51 PM
Updated By: SLEDWARD
--
Controls
--
Control Code: 33
Control Name: O&M Plan
In Place Date: 12/12/2006
Record Added Date: 1/9/2007 3:35:00 PM
Record Updated Date: 1/21/2016 2:50:51 PM
Updated By: SLEDWARD
--
Owner
--
Site Code: 58698
HW Code: C734089
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name: C/O ROBERT MEDINA
Owner Company: 432 NORTH FRANKLIN PROPERTIES
Owner Street: 221 WEST DIVISION STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13204

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Country: United States of America
-- --
Owner
-- --
Site Code: 58698
HW Code: C734089
Owner Op.: 06
Seq No.: 0000003
Sub Type: 06
Owner Name:
Owner Company: 432 NORTH FRANKLIN PROPERTIES, LLC
Owner Street: 221 WEST DIVISION STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13204
Country: United States of America
-- --
Owner
-- --
Site Code: 58698
HW Code: C734089
Owner Op.: 06
Seq No.: 0000002
Sub Type: 09
Owner Name: DOUGLAS SOUTHERLAND
Owner Company: FRANKLIN PROPERTIES, LLC
Owner Street: 221 WEST DIVISION STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13204
Country: United States of America
-- --

64	4 of 4	NNW	0.20 / 1,068.95	385.99	432 North Franklin Street 432 North Franklin Street Syracuse NY 13204-	VCP

Site Code: 58891
Site Class: N
Program: VCP
HW Code: V00588
SWIS: 3415
Acres:
Region: 7
Site Class Description:
Assess DOH:
DESCRIPTION:

Record Added: 2002-06-04 12:59:00
Record Update: 2008-07-08 12:07:00
Updated By: cscuipyl
County: Onondaga
Town: Syracuse (c)
Latitude: 43.056070640
Longitude: -76.155188500

This site transitioned into the Brownfield Clean up Program as C734089. This site is located in a mixed residential, commercial and industrial land use area. A tavern and restaurant is located to the south of the property, it is bordered on the east, west and north by North Clinton Street, Franklin Street and Genant Street respectively. The site is about two acres in size. The site building is primarily of slab on grade construction except the three story portion which has a basement one level deep. The building is open timber frame with a brick facade. It has been used in the past for varous small manufacturing processes. The remaining land is paved except for a small strip along Franklin Street and the northeast corner which are vegetated with native weeds.

ASSESSMENT:

Owner
-- --
Site Code: 58891
HW Code: V00588
Owner Op.: 01
Seq No.: 0000000
Sub Type: ZZZ
Owner Name: C/O ROBERT BALDWIN, ESQ.

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner Company:	ESTATE OF JOHN MARSELLUS
Owner Street:	100 CLINTON SQUARE, 126 N. SALINA ST
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58891
HW Code:	V00588
Owner Op.:	06
Seq No.:	0000000
Sub Type:	ZZZ
Owner Name:	
Owner Company:	FRANKLIN PROPERTIES, LLC
Owner Street:	221 WEST DIVISION STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
65	1 of 1	E	0.21 / 1,098.53	417.29	NIAGARA MOHAWK A NATIONAL GRID CO 454 JAMES ST VAULT N4779 SYRACUSE NY 1323	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000970608
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	LENNY DELVECCHIO
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
NAICS Information	
--	--
Handler Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Received:	20141210
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
--	--
Date Received:	20140506
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	B007
Waste:	
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
66	1 of 1	N	0.21 / 1,116.28	397.10	NYSDOT BIN 1031570 I 81 UNDER BUTTERNUT ST SYRACUSE NY 13208	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD987027414
Current Site Name:	NYSDOT BIN 1031570
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	I 81 UNDER BUTTERNUT ST, , SYRACUSE, NY, 13208, US
Contact Name:	TERRY KIRWAN SR
Contact Address:	I 81 UNDER BUTTERNUT ST, , SYRACUSE, NY, 13208, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284400
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1031570
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1031570
--	--
Date Received:	19930202
Facility Name:	NYSDOT BIN 1031570
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

67	1 of 1	NNW	0.21 / 1,126.77	385.47	**FELDMAN-MONDLICK, INC.** **441 N. FRANKLIN ST** **SYRACUSE NY 13204**	UST

Site ID:	46235	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-464996	**Utm X:**	*405853.32636*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767726.02594*
Site Type:	Unknown		

Tank Information	
--	--
Tank ID:	133295
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1973-07-01 00:00:00
Capacity(gal):	3000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1990-11-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Material Code:	0009
Material Name:	gasoline
Percent:	100.00
--	--
Equipment:	J02
Code Name:	Suction Dispenser

Type:	Dispenser
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
--	--
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	ZZZ
Company:	WILLIAM & MORTON FELDMAN
Contact Type:	
Contact Name:	
Address:	441 N. FRANKLIN ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13204
Country Code:	001
Phone:	(315) 478-3104
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:43.437000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	WILLIAM & MORTON FELDMAN
Contact Type:	
Contact Name:	
Address:	441 N. FRANKLIN ST.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13204

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Country Code:	001
Phone:	(315) 478-3104
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:43.437000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	FELDMAN-MONDLICK, INC.
Contact Type:	
Contact Name:	FELDMAN-MONDLICK, INC.
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 478-3104
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:43.437000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	WILLIAM & MORTON FELDMAN
Contact Type:	
Contact Name:	MORTON FELDMAN
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 478-3104
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:43.437000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
68	1 of 2	NE	0.21 / 1,130.24	449.10	**Leeds Building Property** **407-409 HICKORY STREET** **SYRACUSE NY 13203**	BROWNFIELDS

Site Code:	59138	**Region:**	*7*
Site Class:	N	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2004-09-15 11:33:00*
HW Code:	C734101	**Record Update:**	*2008-04-10 13:59:00*
SWIS:	3415	**Updated By:**	*SRHEIGEL*
Acres:	1.220	**Latitude:**	*43.054772635*
County:	Onondaga	**Longitude:**	*-76.149169115*
Site Class Desc:			
Assess DOH:			
ASSESSMENT:			

The primary contaminants of concern at the site known at this time include: Volatile Organic Compounds (VOCs) and Semi-Volatile Organic Compounds

(SVOCs). Confirmatory sampling indicates petroleum contamination (VOCs and SVOCs) is limited to areas immeadiately surrounding the tank. The limited contamination is due in part to the tank being located under a concrete slab in the basement of the building. In addition, the limited subsurface investigation revealed the soils in the area are comprised of very tight soils such as clays,which have limted any further petroleum migration. Exceedances of standards, criteria and guidance include VOCs and SVOCs with soil concentrations at or slightly above NYSDEC cleanup objectives TAGM 4046. The historical cleanup efforts and along with the investigation indicate some residual contamination remains. However, the site does not pose a significant environmental threat.

DESCRIPTION:

Also a Spill Site #99-04494 The Leeds Building site is located in an urban portion of Onondaga County located at 407-409 Hickory Street within the City of Syracuse. The areas surrounding the subject site are a mix of light industial, commercial, residential and medical-institutional uses. The site encompasses 1.33 acres,that consists of ten parcels; nine parcels totaling 1.22 acres currently owned by St. Joseph's Center and the tenth(0.11 acres) owned by St. Joseph's Hospital. Currently, the nine parcels are primarily used for parking lots for St.Joseph's Hospital School of Nursing and related activities. The tenth parcel, the location of the Leeds Buiing is currently used as records storage for the hospital complex. The area of concern is primarily located at the Leeds Building (407-409 Hickory Street). A phase I environmental site assessment of the 1.33 acres revealed minimal environmental concerns outside of the Leeds Building area. Historical sources of contamination include petroleum contaminants originating from a leaking underground fuel storage tank. Completed investigations and remediation include: Limited Phase II Subsurface investigation- Summer 1999 and In-place UST Closure-Summer 1999.

Owner

--	--
Site Code:	59138
HW Code:	C734101
Owner Op.:	01
Seq No.:	0000001
Sub Type:	NNN
Owner Name:	TIM MERCIER
Owner Company:	ST. JOSEPH'S HEALTH CENTER MEDICAL OFFICE BUILDING LLC
Owner Street:	301 PROSPECT AVE.
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13203
Country:	United States of America
--	--

68	2 of 2	NE	0.21 / 1,130.24	449.10	**FORMER LEEDS BUILDING** **407-409 Hickory Street** **Syracuse NY 13203**	**LEAKING TANKS**

Site ID:	346349	**DECREG:**	*7*
Spill NO:	0550311	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	58039	**Source:**	*Institutional, Educational, Gov., Other*
Program Type:	ER	**Penalty:**	
UST Trust:		**CID:**	
Class:	C3	**Meets Std:**	*No*
Spill Date:	2005-05-03 08:00:00	**Water Body:**	
Close Date:	2005-09-13 00:00:00	**Rem Phase:**	*0*
Update Date:	2005-09-16 15:45:28.293000000	**Refer to:**	
CAC Date:		**Reported By:**	*Other*
Create Date:	2005-05-20 08:39:00	**After Hours:**	*Yes*
Received Date:	2005-05-03 08:05:00	**County:**	*Onondaga*
Latitude:	43.054756000	**Inspection Date:**	
Longitude:	-76.148294000		
Caller Remark:			

"A pre-planned/scheduled UST tank removal. May or may not be in DEC BCP Program. Tank was previouly closed in place in Summer 1999, spill no. 9904494. St.Joe's is constructing a new Medical office complex. In process tank and former building requires removal. Excavation revealed soil contamination as well as several holes in the former ust."

DEC Remark:

"See caller remarks, DEC on site for tank removal, 60-80yds(80-100tons) removed"

Spiller Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Spiller Name:	
Spiller Company:	ST. JOSEPH'S HOSPITAL
Spiller Address:	301 PROPSPECT AVE
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13203
Spiller Country:	001
Contact Name:	DOUG ZAMELIS
Contact Phone:	(315) 42-21391
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	346349
Spill Number:	0550311
OP Unit ID:	1104078
OU:	01
Material ID:	584285
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	G
Recovered:	
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	No
--	--
Tank Test Information	
--	--
Spill Number:	0550311
Spill Tank ID:	1548930
Site ID:	346349
Tank Number:	
Tank Size:	1000
Material:	0001
EPA UST:	
UST:	
Cause:	
Source:	
Test Method:	NN
Leak Rate:	
Gross Fail	F
Modified By:	CFMANNES
Last Modified:	2005-05-20 08:38:57.043000000
Test Method:	Testing Not Required
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
69	1 of 1	ESE	0.22 / 1,141.37	424.55	NYSDOT BRIDGE BIN 1050950 I-690 OVER N STATE ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000097691
Current Site Name:	NYSDOT BRIDGE BIN 1050950
Generator Status Universe:	No Report

Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN UNDERWOOD
Contact Address:	109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20010604
Facility Name:	NYSDOT BRIDGE BIN 1050950
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050950
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1050950
--	--
Hazardous Waste Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

70	1 of 1	N	0.22 / 1,143.51	404.73	**LEARBURY CENTRE** **329 N SALINA ST** **SYRACUSE NY 13202**	RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000194068
Current Site Name:	LEARBURY CENTRE
Generator Status Universe:	Large Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	770, JAMES ST SUITE 141, , SYRACUSE, NY, 13203, US
Contact Name:	BILL RUCKYJ
Contact Address:	770, JAMES ST SUITE 141, , SYRACUSE, NY, 13203, US
Contact Email:	BILLR@SBH.ORG
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SYRACUSE BEHAVIORAL HEALTHCARE
Owner/Operator Address:	770 JAMES ST SUITE 141 SYRACUSE NY US 13203
Owner/Operator Phone:	3154745506
Owner/Operator Type:	P
Date Became Current:	20120416
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	SYRACUSE BEHAVIORAL HEALTHCARE
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	20120416
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	81341
Naics Description:	CIVIC AND SOCIAL ORGANIZATIONS
--	--
Handler Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Received:	20120524
Facility Name:	LEARBURY CENTRE
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D002
Waste:	CORROSIVE WASTE
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
71	1 of 1	N	0.22 / 1,166.29	395.71	NYSDOT BIN 1031570 BUTTERNUT ST OVER I-81 SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NY0000234799
Current Site Name:	NYSDOT BIN 1031570
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST SUITE 518, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	109, S WARREN ST SUITE 518, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	SUITE 518 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	SUITE 518 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	SUITE 518 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19940422
Facility Name:	NYSDOT BIN 1031570
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1031570
--	--
Date Received:	19950227
Facility Name:	NYSDOT BIN 1031570
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1031570
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
72	1 of 1	ENE	0.22 / 1,174.82	443.58	F B SMITH DIALYSIS CENTER 410 HICKORY ST SYRACUSE NY 13203	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982791261
Current Site Name:	F B SMITH DIALYSIS CENTER
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Mailing Address:	410, HICKORY ST, , SYRACUSE, NY, 13203, US
Contact Name:	
Contact Address:	410, HICKORY ST, , SYRACUSE, NY, 13203, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	THIRD FRANCISCAN ORDER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	THIRD FRANCISCAN ORDER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	THIRD FRANCISCAN ORDER
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19950502
Facility Name:	F B SMITH DIALYSIS CENTER
--	--
Date Received:	20070101
Facility Name:	F B SMITH DIALYSIS CENTER
--	--
Date Received:	19890828
Facility Name:	F B SMITH DIALYSIS CENTER
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	F B SMITH DIALYSIS CENTER
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
73	1 of 1	NNE	0.22 / 1,175.88	413.30	KATE JUNG DESIGNS INC 602 N STATE ST SYRACUSE NY 132031709	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD088665534
Current Site Name:	KATE JUNG DESIGNS INC

Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	602, N STATE ST, , SYRACUSE, NY, 13203, US
Contact Name:	
Contact Address:	602, N STATE ST, , SYRACUSE, NY, 13203, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	KATHERINE C JUNG
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	KATHERINE C JUNG
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	KATHERINE C JUNG
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19990708
Facility Name:	KATE JUNG DESIGNS INC
--	--
Date Received:	20060101
Facility Name:	KATE JUNG DESIGNS INC
--	--
Date Received:	19881005
Facility Name:	KATE JUNG DESIGNS INC
Classification:	Small Quantity Generator
--	--
Date Received:	20070101

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Facility Name:	KATE JUNG DESIGNS INC
--	--
Hazardous Waste Information	
--	--
Waste Code:	F002
Waste:	THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
74	1 of 1	SE	0.23 / 1,202.85	398.42	EVPASS 217 Montgomery Street Syracuse NY 13202	ALT FUELS

Fuel Type Code:	ELEC	**BD Blends:**	
Status Code:	E	**NG Fill Type Code:**	
Owner Type Code:		**NG PSI:**	
Federal Agency ID:		**NG Vehicle Class:**	
Fed Agency Name:		**EV Lvl1 EVSE No:**	
Open Date:		**EV Lvl2 EVSE No:**	*2*
Expected Date:		**EV DC Fast Count:**	
Groups w Acc Cd:	Public	**EV Other Info:**	
Geocode Status:	200-8	**EV Network:**	*ChargePoint Network*
Latitude:	43.0487966	**EV Network Web:**	*http://www.chargepoint.com/*
Longitude:	-76.1489649	**EV Connector Tp:**	*J1772*
Dt Last Confirmed:	11/3/2016	**LPG Primary:**	
ID:	41753	**E85 Blender Pump:**	
Updated At:	2016-11-03 09:07:03 UTC	**Plus4:**	
Station Phone:	888-758-4389		
Cards Accepted:			
Hydrogen Status Link:			
Intersection Directions:	HILLS - 2; 2 units at Hill Building parking lot HILL-1; 2 units at Hill Building parking lot		
Access Days Time:	24 hours daily		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
75	1 of 1	ESE	0.23 / 1,220.46	407.18	NYSDOT BIN 1053881 I-81/NORTH STATE STREET SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000097683
Current Site Name:	NYSDOT BIN 1053881
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No

Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

-- --
Owner/Operator Information
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487349
Owner/Operator Type: S
Date Became Current: 20010101
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487349
Owner/Operator Type: S
Date Became Current: 20010101
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154487349
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
NAICS Information
-- --
Naics Code: 23412
Naics Description: BRIDGE AND TUNNEL CONSTRUCTION
-- --
Handler Information
-- --
Date Received: 20060101
Facility Name: NYSDOT BIN 1053881
-- --
Date Received: 20010604
Facility Name: NYSDOT BRIDGE BIN 1053881
Classification: Large Quantity Generator
-- --
Date Received: 20070101
Facility Name: NYSDOT BIN 1053881
-- --
Date Received: 20020227
Facility Name: NYSDOT BIN 1053881
Classification: Large Quantity Generator
-- --
Hazardous Waste Information
-- --
Waste Code: D008
Waste: LEAD
-- --
Violation/Evaluation Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
76	1 of 1	ESE	0.23 / 1,226.48	406.66	NYSDOT- BIN 1053882 I-81NORTH STATE STREET SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986946374
Current Site Name:	NYSDOT- BIN 1053882
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	109, SOUTH WARREN STREET, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487349
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	3154284440
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154284440
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487349

Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	19911028
Facility Name:	NYSDOT BRIDGE BIN 1053882
--	--
Date Received:	20060101
Facility Name:	NYSDOT- BIN 1053882
--	--
Date Received:	20010604
Facility Name:	NYSDOT BRIDGE BIN 1053882
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT- BIN 1053882
--	--
Date Received:	19910401
Facility Name:	NYSDOT BRIDGE BIN 1053882
Classification:	Large Quantity Generator
--	--
Date Received:	19920513
Facility Name:	NYS DOT
Classification:	Large Quantity Generator
--	--
Date Received:	20020227
Facility Name:	NYSDOT- BIN 1053882
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

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77 **1 of 1** **E** **0.24 / 1,249.15** **414.96** **CALDWELL & WARD BRASS CO. INC.**
124 BURNET AVE
SYRACUSE NY 13203 **UST**

Site ID:	45604	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-407402	**Utm X:**	*406614.36161*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767258.52318*
Site Type:	Manufacturing (Other than Chemical)/Processing		

Tank Information	
--	--
Tank ID:	131538
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1986-12-01 00:00:00
Capacity(gal):	4000

Tank Type:	Steel/Carbon Steel/Iron
Test Method:	01
Date Tested:	1996-11-29 00:00:00
Next Test:	
Close Date:	2005-07-31 00:00:00
Register:	True
Modified By:	KCKEMP
Last Modified:	2011-07-22 10:40:18.783000000
--	--
Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	L09
Code Name:	Exempt Suction Piping
Type:	Piping Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C03
Code Name:	Aboveground/Underground Combination
Type:	Pipe Location
--	--
Equipment:	F03
Code Name:	Original Impressed Current
Type:	Pipe External Protection
--	--
Equipment:	H04
Code Name:	Groundwater Well
Type:	Tank Leak Detection
--	--
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
--	--
Equipment:	G04
Code Name:	Double-Walled (Underground)
Type:	Tank Secondary Containment
--	--
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	B02
Code Name:	Original Sacrificial Anode
Type:	Tank External Protection
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	CALDWELL & WARD BRASS CO. INC.
Contact Type:	
Contact Name:	
Address:	124 BURNET AVE.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13203
Country Code:	001
Phone:	(315) 479-6691

Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:36.750000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	CALDWELL & WARD BRASS CO. INC.
Contact Type:	
Contact Name:	JOSEPH P. LAMPREDA
Address:	124 BURNET AVE.
Address2:	
City:	SYRACUSE
State:	NY
Zip Code:	13203
Country Code:	001
Phone:	(315) 479-6691
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:36.750000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	CALDWELL & WARD BRASS CO. INC.
Contact Type:	
Contact Name:	JOSEPH P. LAMPREDA
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 479-6691
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:36.750000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	CALDWELL & WARD BRASS CO. INC.
Contact Type:	
Contact Name:	JOSEPH P. LAMPREDA
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 479-6691
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:36.750000000

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
--		--				
78	1 of 1	WSW	0.24 / 1,250.82	399.60	SYRACUSE OFFICE ENVIRONMENTS 375 ERIE BLVD WEST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000189118
Current Site Name:	SYRACUSE OFFICE ENVIRONMENTS
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	375, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Contact Name:	KEVIN SWEENEY
Contact Address:	375, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Contact Email:	KSWEENEY@SOESYR.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	SYRACUSE OFFICE ENVIRONMENTS
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19870901
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	CANAL ASSOCIATES LLC
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	20110701
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20120802
Facility Name:	SYRACUSE OFFICE ENVIRONMENTS
--	--
Date Received:	20111219
Facility Name:	SYRACUSE OFFICE ENVIRONMENTS
Classification:	Conditionally Exempt Small Quantity
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
Hazardous Waste Information						
--		--				
Waste Code:		D008				
Waste:		LEAD				
--		--				
Violation/Evaluation Information						
--		--				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
79	1 of 2	ESE	0.24 / 1,253.06	407.33	HESS CORPORATION 400 ERIE BLVD SYRACUSE NY 13760	RCRA CESQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000048173
Current Site Name:	HESS CORPORATION
Generator Status Universe:	Conditionally Exempt Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	1, HESS PLAZA, , WOODBRIDGE, NJ, 07095, US
Contact Name:	JOHN GEITNER
Contact Address:	1, HESS PLAZA, , WOODBRIDGE, NJ, 07095, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	AMERADA HESS CORP
Owner/Operator Address:	1 HESS PLZ WOODBRIDGE NJ US 07095
Owner/Operator Phone:	7327506000
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	AMERADA HESS CORP
Owner/Operator Address:	1 HESS PLZ WOODBRIDGE NJ 07095
Owner/Operator Phone:	7327506000
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	HESS CORPORATION
Owner/Operator Address:	1 HESS PLAZA WOODBRIDGE NJ US 07095
Owner/Operator Phone:	7327506000
Owner/Operator Type:	P

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Became Current:	20060801
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	HESS CORPORATION
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	20060801
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	42271
Naics Description:	PETROLEUM BULK STATIONS AND TERMINALS
--	--
Naics Code:	44719
Naics Description:	OTHER GASOLINE STATIONS
--	--
Handler Information	
--	--
Date Received:	19971222
Facility Name:	HESS STATION 32373
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20020130
Facility Name:	HESS STATION #32373
Classification:	Large Quantity Generator
--	--
Date Received:	20060731
Facility Name:	HESS CORPORATION
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20070101
Facility Name:	HESS CORPORATION
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20060801
Facility Name:	HESS CORPORATION
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D018
Waste:	BENZENE
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
79	2 of 2	ESE	0.24 / 1,253.06	407.33	SPEEDWAY # 7682 400 ERIE BLVD SYRACUSE NY 13203	UST

Site ID:	44906	**Expiry:**	*2019/09/30*
Site Status:	Active	**County:**	*Onondaga*
Program NO:	7-162140	**Utm X:**	*406591.61481*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4767075.31917*
Site Type:	Retail Gasoline Sales		

Tank Information

--	--
Tank ID:	129197
Tank NO:	1
Tank Model:	
Pipe Model:	C
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1984-11-01 00:00:00
Capacity(gal):	2500
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	21
Date Tested:	2016-06-14 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-01 10:00:07.380000000
--	--
Material Code:	0008
Material Name:	diesel
Percent:	100.00
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	B08
Code Name:	Retrofitted Impressed Current
Type:	Tank External Protection
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	L07
Code Name:	Pressurized Piping Leak Detector
Type:	Piping Leak Detection
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser

Type:	Dispenser
--	--
Tank Information	
--	--
Tank ID:	129196
Tank NO:	4
Tank Model:	
Pipe Model:	C
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1984-11-01 00:00:00
Capacity(gal):	5000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	21
Date Tested:	2016-06-14 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-01 10:00:07.393000000
--	--
Material Code:	0008
Material Name:	diesel
Percent:	100.00
--	--
Equipment:	L07
Code Name:	Pressurized Piping Leak Detector
Type:	Piping Leak Detection
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	B08
Code Name:	Retrofitted Impressed Current
Type:	Tank External Protection
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment

--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--
Tank Information	
--	--
Tank ID:	129195
Tank NO:	3
Tank Model:	
Pipe Model:	C
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1984-11-01 00:00:00
Capacity(gal):	10000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	21
Date Tested:	2016-06-14 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-01 10:00:07.390000000
--	--
Material Code:	2712
Material Name:	gasoline/ethanol
Percent:	10.00
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	L07
Code Name:	Pressurized Piping Leak Detector
Type:	Piping Leak Detection
--	--
Equipment:	B08
Code Name:	Retrofitted Impressed Current
Type:	Tank External Protection
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--

Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--
Tank Information	
--	--
Tank ID:	129194
Tank NO:	5
Tank Model:	
Pipe Model:	C
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1984-11-01 00:00:00
Capacity(gal):	10000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	21
Date Tested:	2016-06-14 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-01 10:00:07.397000000
--	--
Material Code:	2712
Material Name:	gasoline/ethanol
Percent:	10.00
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	B08
Code Name:	Retrofitted Impressed Current
Type:	Tank External Protection
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03

Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	L07
Code Name:	Pressurized Piping Leak Detector
Type:	Piping Leak Detection
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--
Tank Information	
--	--
Tank ID:	129193
Tank NO:	2
Tank Model:	
Pipe Model:	C
Tank Location:	Underground
Tank Status:	In Service
Install Date:	1984-11-01 00:00:00
Capacity(gal):	10000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	21
Date Tested:	2016-06-14 00:00:00
Next Test:	
Close Date:	
Register:	True
Modified By:	KCKEMP
Last Modified:	2016-07-01 10:00:07.387000000
--	--
Material Code:	2712
Material Name:	gasoline/ethanol
Percent:	10.00
--	--
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
--	--
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
--	--
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
--	--
Equipment:	F04
Code Name:	Fiberglass
Type:	Pipe External Protection
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	I03
Code Name:	Automatic Shut-Off
Type:	Overfill
--	--
Equipment:	L07
Code Name:	Pressurized Piping Leak Detector

Type:	Piping Leak Detection
--	--
Equipment:	B08
Code Name:	Retrofitted Impressed Current
Type:	Tank External Protection
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	HESS RETAIL STORES LLC
Contact Type:	
Contact Name:	SCOTT FLEMING
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	999
Phone:	(937) 207-1832
Phone Ext:	
Email:	
Fax:	
Modified By:	MSALI
Last Modified:	2015-12-09 11:05:55.643000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	SPEEDWAY LLC
Contact Type:	
Contact Name:	SCOTT FLEMING
Address:	500 SPEEDWAY DRIVE
Address2:	
City:	ENON
State:	OH
Zip Code:	45323
Country Code:	001
Phone:	(937) 863-6624
Phone Ext:	
Email:	SJFLEMING@SPEEDWAY.COM
Fax:	
Modified By:	JAAVERSA
Last Modified:	2015-12-11 11:40:53.817000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	SPEEDWAY # 7682
Contact Type:	
Contact Name:	SITE MANAGER
Address:	
Address2:	
City:	
State:	NN

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Zip Code:	
Country Code:	001
Phone:	(315) 478-1535
Phone Ext:	
Email:	
Fax:	
Modified By:	SJVANDEU
Last Modified:	2015-06-09 11:53:49.423000000
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	SPEEDWAY LLC
Contact Type:	COMPLIANCE MANAGER
Contact Name:	SCOTT FLEMING
Address:	500 SPEEDWAY DR
Address2:	
City:	ENON
State:	OH
Zip Code:	45323
Country Code:	001
Phone:	(937) 863-6624
Phone Ext:	
Email:	SJFLEMING@SPEEDWAY.COM
Fax:	
Modified By:	CGFREEDM
Last Modified:	2015-10-29 10:21:24.620000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
80	1 of 3	SE	0.24 / 1,275.46	401.27	NEW YORK TELEPHONE 300 E. WASHINGTON ST SYRACUSE NY 13202	AST

Site ID:	45640	**Expiry:**	*N/A*
Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Site Type:	Utility (Other than Municipal)	**UTM X:**	*406442.41351*
Program NO:	7-415154	**UTM Y:**	*4766949.42999*
Program Type:	Petroleum Bulk Storage Program		

Tank Information	
--	--
Tank ID:	135573
Tank NO:	003
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ soil
Tank Status:	Closed - Removed
Install Date:	1991-01-01 00:00:00
Capacity(gal):	300
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1995-11-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--
Tank Information	
--	--
Tank ID:	131608
Tank NO:	002
Tank Model:	
Pipe Model:	
Tank Location:	Aboveground-contact w/ soil

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Tank Status:	Closed - Removed
Install Date:	1972-01-01 00:00:00
Capacity(gal):	150
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	NN
Date Tested:	
Next Test:	
Close Date:	1995-11-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
80	2 of 3	SE	0.24 / 1,275.46	401.27	V C ASSOCIATES 300 E WASHINGTON ST SYRACUSE NY 13202	RCRA SQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986945061
Current Site Name:	V C ASSOCIATES
Generator Status Universe:	Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	PO BOX 978, , SYRACUSE, NY, 13201, US
Contact Name:	MICHAEL J VILLA
Contact Address:	PO BOX 978, , SYRACUSE, NY, 13201, US
Contact Email:	MJV@VCASSOCIATESUS.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NEW YORK TELEPHONE CO
Owner/Operator Address:	158 STATE ST ROOM 400A ALBANY NY US 12207
Owner/Operator Phone:	5184716908
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	300 WASHINGTON ST LLC
Owner/Operator Address:	545 BROADWAY BROOKLYN US 11206
Owner/Operator Phone:	3154789620
Owner/Operator Type:	P
Date Became Current:	20060601
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner/Operator Name:	NEW YORK TELEPHONE CO
Owner/Operator Address:	158 STATE ST ROOM 400A ALBANY NY 12207
Owner/Operator Phone:	5184716908
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	MIKE VILLA
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	20100701
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NEW YORK TELEPHONE CO
Owner/Operator Address:	158 STATE ST ROOM 400A ALBANY NY US 12207
Owner/Operator Phone:	5184716908
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	521110
Naics Description:	MONETARY AUTHORITIES-CENTRAL BANK
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NEW YORK TELEPHONE CO
--	--
Date Received:	20151118
Facility Name:	V C ASSOCIATES
Classification:	Small Quantity Generator
--	--
Date Received:	19950414
Facility Name:	NEW YORK TELEPHONE CO
--	--
Date Received:	19910322
Facility Name:	NEW YORK TELEPHONE CO
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NEW YORK TELEPHONE CO
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D002
Waste:	CORROSIVE WASTE
--	--
Violation/Evaluation Information	
--	--

80	***3 of 3***	***SE***	***0.24 / 1,275.46***	***401.27***	***NEW YORK TELEPHONE 300 E. WASHINGTON ST SYRACUSE NY 13202***	***UST***

Site ID:	45640	***Expiry:***	*N/A*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Site Status:	Unregulated/Closed	**County:**	*Onondaga*
Program NO:	7-415154	**Utm X:**	*406442.41351*
Program Type:	Petroleum Bulk Storage Program	**Utm Y:**	*4766949.42999*
Site Type:	Utility (Other than Municipal)		

Tank Information

--	--
Tank ID:	131607
Tank NO:	001
Tank Model:	
Pipe Model:	
Tank Location:	Underground
Tank Status:	Closed - Removed
Install Date:	1972-01-01 00:00:00
Capacity(gal):	8000
Tank Type:	Steel/Carbon Steel/Iron
Test Method:	01
Date Tested:	1991-10-01 00:00:00
Next Test:	
Close Date:	1995-11-01 00:00:00
Register:	True
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:34:30.780000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
81	1 of 1	SSE	0.24 / 1,291.56	394.68	ICON TOWER 344 S WARREN ST SYRACUSE NY 13202	RCRA SQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000223032
Current Site Name:	ICON TOWER
Generator Status Universe:	Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	344, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Name:	CHARLIE F BREUER
Contact Address:	PO BOX 515, , SYRACUSE, NY, 13205, US
Contact Email:	CBREUER@HUEBER-BREUER.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	PARDISE COMPANIES 2 LLC
Owner/Operator Address:	344 S WARREN ST SYRACUSE US 13202
Owner/Operator Phone:	3152996292
Owner/Operator Type:	P

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Became Current:	20030214
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	GRAZZI ZAZZARA JR
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	20030214
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	531110
Naics Description:	LESSORS OF RESIDENTIAL BUILDINGS AND DWELLINGS
--	--
Handler Information	
--	--
Date Received:	20150918
Facility Name:	ICON TOWER
Classification:	Small Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	B004
Waste:	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	B007
Waste:	
--	--
Waste Code:	B003
Waste:	
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
82	1 of 1	SSE	0.25 / 1,294.52	394.68	NATIONAL GRID MANHOLE -345 WARREN ST 345 WARREN ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000967968
Current Site Name:	NATIONAL GRID MANHOLE -345 WARREN ST
Generator Status Universe:	No Report
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD. W., , SYRACUSE, NY, 13202, US
Contact Name:	STEPHEN P HALLER
Contact Address:	300, ERIE BOULEVARD WEST, A-3, , SYRACUSE, NY, 13202, US
Contact Email:	STEPHEN.HALLER@US.NGRID.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19791231
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NATIONAL GRID
Owner/Operator Address:	300 ERIE BLVD. W. SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19791231
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	22112
Naics Description:	ELECTRIC POWER TRANSMISSION, CONTROL, AND DISTRIBUTION
--	--
Handler Information	
--	--
Date Received:	20120302
Facility Name:	NATIONAL GRID MANHOLE -345 WARREN ST
Classification:	Large Quantity Generator
--	--
Date Received:	20111201
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Date Received:	20120917
Facility Name:	NATIONAL GRID MANHOLE -345 WARREN ST
--	--
Hazardous Waste Information	
--	--
Waste Code:	B002
Waste:	
--	--
Waste Code:	B007
Waste:	
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
83	1 of 4	SE	0.25 / 1,314.40	401.66	HUGHES J H - SENATOR S O B 333 E WASHINGTON ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986877140
Current Site Name:	HUGHES J H - SENATOR S O B
Generator Status Universe:	No Report
Land Type:	State

Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYS OFFICE GENERAL SERVICES
Owner/Operator Address:	CORNING TOWER EMPIRE STATE PLZ ALBANY NY US 12242
Owner/Operator Phone:	5184865247
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYS OFFICE GENERAL SERVICES
Owner/Operator Address:	CORNING TOWER EMPIRE STATE PLZ ALBANY NY US 12242
Owner/Operator Phone:	5184865247
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYS OFFICE GENERAL SERVICES
Owner/Operator Address:	CORNING TOWER EMPIRE STATE PLZ ALBANY NY 12242
Owner/Operator Phone:	5184865247
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	HUGHES J H - SENATOR S O B
--	--
Date Received:	19990708
Facility Name:	HUGHES J H - SENATOR S O B
--	--
Date Received:	19950502
Facility Name:	HUGHES J H - SENATOR S O B
Classification:	Small Quantity Generator
--	--
Date Received:	20070101
Facility Name:	HUGHES J H - SENATOR S O B
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D009
Waste:	MERCURY
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
83	2 of 4	SE	0.25 / 1,314.40	401.66	SENATOR HUGHES STATE OFFICE BUILDING 333 E WASHINGTON ST SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD981558323
Current Site Name:	SENATOR HUGHES STATE OFFICE BUILDING
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	STATE OF NEW YORK
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	STATE OF NEW YORK
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	STATE OF NEW YORK
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	SENATOR HUGHES STATE OFFICE BUILDING
--	--
Date Received:	20070101
Facility Name:	SENATOR HUGHES STATE OFFICE BUILDING
--	--
Date Received:	19861002
Facility Name:	SENATOR HUGHES STATE OFFICE BUILDING
Classification:	Small Quantity Generator
--	--
Date Received:	19950517
Facility Name:	SENATOR HUGHES STATE OFFICE BUILDING
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Waste Code:	D002
Waste:	CORROSIVE WASTE
--	--
Violation/Evaluation Information	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
83	3 of 4	SE	0.25 / 1,314.40	401.66	NIAGARA MOHAWK A NATIONAL GRID CO 333 E WASHINGTON ST MANHOLE 333 SYRACUSE NY 13202	RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000969634
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name: MARGARET M CARD
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

-- --
Owner/Operator Information
-- --
NAICS Information
-- --
Handler Information
-- --
Date Received: 20130618
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
-- --
Date Received: 20130515
Facility Name: NIAGARA MOHAWK A NATIONAL GRID CO
Classification: Large Quantity Generator
-- --
Hazardous Waste Information
-- --
Waste Code: B002
Waste:
-- --
Waste Code: B007
Waste:
-- --
Violation/Evaluation Information
-- --

83	4 of 4	SE	0.25 / 1,314.40	401.66	SENATOR HUGHES STATE OFFICE BUILDING 333 E. WASHINGTON ST SYRACUSE NY 13202	UST

Site ID: 46965
Site Status: Unregulated/Closed
Program NO: 7-600527
Program Type: Petroleum Bulk Storage Program
Site Type: Other
Expiry: N/A
County: Onondaga
Utm X: 406476.22769
Utm Y: 4766961.96260

Tank Information
-- --
Tank ID: 138050
Tank NO: 1
Tank Model:
Pipe Model:
Tank Location: Underground
Tank Status: Closed - Removed
Install Date: 1991-11-01 00:00:00
Capacity(gal): 10000
Tank Type: Steel/Carbon Steel/Iron
Test Method: NN
Date Tested:
Next Test:
Close Date: 1999-07-01 00:00:00
Register: True
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:34:30.780000000
-- --

Material Code:	0001
Material Name:	#2 fuel oil (on-site consumption)
Percent:	100.00
--	--
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
--	--
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
--	--
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
--	--
Equipment:	I00
Code Name:	None
Type:	Overfill
--	--
Equipment:	H05
Code Name:	In-Tank System (ATG)
Type:	Tank Leak Detection
--	--
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
--	--
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
--	--
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
--	--
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
--	--
Affiliation Information	
--	--
Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	B05
Company:	NYS OFFICE OF GENERAL SERVICES
Contact Type:	
Contact Name:	
Address:	39TH FLOOR, CORNING TOWER, ESP
Address2:	
City:	ALBANY
State:	NY
Zip Code:	12242
Country Code:	001
Phone:	(518) 474-5166
Phone Ext:	
Email:	
Fax:	
Modified By:	JLROGERS
Last Modified:	2006-02-17 15:14:44.030000000
--	--
Affiliation Information	
--	--
Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	OFFICE OF GENERAL SERVICES
Contact Type:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Contact Name:	DOMINICK EPISCOPO
Address:	SENATOR HUGHES STATE OFFICE BUILDING
Address2:	333 E. WASHINGTON ST.
City:	SYRACUSE
State:	NY
Zip Code:	13202
Country Code:	001
Phone:	(315) 428-4224
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.280000000
--	--
Affiliation Information	
--	--
Affiliation Type:	04
Affiliation Name:	On-Site Operator
Affiliation Sub Type:	NNN
Company:	SENATOR HUGHES STATE OFFICE BUILDING
Contact Type:	
Contact Name:	OGS
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 428-4224
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.280000000
--	--
Affiliation Information	
--	--
Affiliation Type:	11
Affiliation Name:	Emergency Contact
Affiliation Sub Type:	NNN
Company:	NYS OFFICE OF GENERAL SERVICES
Contact Type:	
Contact Name:	DOMINICK EPISCOPO
Address:	
Address2:	
City:	
State:	NN
Zip Code:	
Country Code:	001
Phone:	(315) 428-4221
Phone Ext:	
Email:	
Fax:	
Modified By:	TRANSLAT
Last Modified:	2004-03-04 12:31:51.297000000
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
84	1 of 2	NNE	0.26 / 1,368.37	458.08	ST JOSEPH'S HOSPITAL 301 PROSPECT AVE SYRACUSE NY 13203-1898	LEAKING TANKS

Site ID:	489373	**DECREG:**	*7*
Spill NO:	1308622	**Lead DEC:**	*KCKEMP*
SWIS Code:	3415	**Contr Factor:**	*Tank Test Failure*
DER Fac ID:	44167	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	

Class:	C3	**Meets Std:**	*No*
Spill Date:	2013-11-25 11:52:00	**Water Body:**	
Close Date:	2014-01-08 00:00:00	**Rem Phase:**	*0*
Update Date:	2014-03-31 12:34:08.050000000	**Refer to:**	
CAC Date:	2014-01-08 00:00:00	**Reported By:**	*Other*
Create Date:	2013-11-25 11:54:00	**After Hours:**	*No*
Received Date:	2013-11-25 11:52:00	**County:**	*Onondaga*
Latitude:	43.055721317	**Inspection Date:**	*2013-11-25 00:00:00*
Longitude:	-76.149797633		
Caller Remark:			

"TANK TEST FAILURE"

DEC Remark:

"11/25/2013 - Tank G607U failed CP test. Tank G607U previously identified as overdue for annual NYS DEC CP testing during 11/15/2013 PBS inspection. per Lift Safe / Fuel Safe, highest CP values are -0.6 mVish (less than passing threshold of -0.850 mV), and St. Joseph;s will most likely remove tank rather than repair CP system. Tank tightness test required by Part 613.5(b)(2) to be performed next week. KCKemp 1/8/2014 - Tank to be replaced week of 1/13/2014 by Lift Safe Fuel Safe. Consent order issued for PBS 7-140309. 3/31/2014 - Closure report received and filed. Spill closed. KCKemp"

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	DAN SORBER
Contact Phone:	3159520692
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	489373
Spill Number:	1308622
OP Unit ID:	1238953
OU:	01
Material ID:	2238916
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--
Material Information	
--	--
Site ID:	489373
Spill Number:	1308622
OP Unit ID:	1238953
OU:	01
Material ID:	2238910

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--
Tank Test Information	
--	--
Spill Number:	1308622
Spill Tank ID:	2494755
Site ID:	489373
Tank Number:	G607U
Tank Size:	500
Material:	0008
EPA UST:	True
UST:	True
Cause:	03
Source:	00
Test Method:	21
Leak Rate:	.00
Gross Fail	
Modified By:	KCKEMP
Last Modified:	2013-11-25 13:26:38.677000000
Test Method:	Horner EZY3/EZY3 Locator Plus
--	--

84	2 of 2	NNE	0.26 / 1,368.37	458.08	ST. JOSEPHS HOSPITAL 301 PROSPECT AVE SYRACUSE NY 13208	LEAKING TANKS

Site ID:	448703	**DECREG:**	*7*
Spill NO:	1101254	**Lead DEC:**	*KCKEMP*
SWIS Code:	3415	**Contr Factor:**	*Tank Test Failure*
DER Fac ID:	403314	**Source:**	*Institutional, Educational, Gov., Other*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:	C3	**Meets Std:**	*No*
Spill Date:	2011-05-03 15:00:00	**Water Body:**	*NONE*
Close Date:	2012-12-10 00:00:00	**Rem Phase:**	*0*
Update Date:	2012-12-10 13:41:30.153000000	**Refer to:**	
CAC Date:	2012-12-10 00:00:00	**Reported By:**	*Tank Tester*
Create Date:	2011-05-03 16:22:00	**After Hours:**	*No*
Received Date:	2011-05-03 16:20:00	**County:**	*Onondaga*
Latitude:	43.055721317	**Inspection Date:**	
Longitude:	-76.149797633		
Caller Remark:			

"INTERSTITIAL RISER FAILURE."

DEC Remark:

"Believed to be Tank 700 - 20k #2 fuel oil UST. Repeated instances of water in interstitial at various levels or empty. Appears to fluctuate directly proportional to local precip trends. Pressure test on interstitial indicates 1 psi loss over approx 15 minutes and total pressure loss after 2 hours. Tank to be emptied. 9/29/2011 - Tank removed and replaced. See 1107675"

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	ST JOSEPH'S HOSPITAL
Spiller Address:	301 PROSPECT AVE
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13208
Spiller Country:	999
Contact Name:	DAN
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	448703
Spill Number:	1101254
OP Unit ID:	1198932
OU:	01
Material ID:	2195269
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--
Tank Test Information	
--	--
Spill Number:	1101254
Spill Tank ID:	2490426
Site ID:	448703
Tank Number:	700
Tank Size:	20000
Material:	0001
EPA UST:	False
UST:	False
Cause:	00
Source:	01
Test Method:	14
Leak Rate:	.00
Gross Fail	F
Modified By:	KCKEMP
Last Modified:	2011-05-09 13:39:03.760000000
Test Method:	VacuTest
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
85	1 of 1	NE	0.27 / 1,406.20	450.37	ST. JOSEPH HOSPITAL 110 UNION AVENUE SYRACUSE NY	LEAKING TANKS

Site ID:	143447	***DECREG:***	*7*
Spill NO:	8708111	***Lead DEC:***	*GREGG*
SWIS Code:	3415	***Contr Factor:***	*Tank Test Failure*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

DER Fac ID:	122351	**Source:**	*Institutional, Educational, Gov., Other*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1987-12-18 15:30:00	**Water Body:**	
Close Date:	1989-07-10 00:00:00	**Rem Phase:**	*0*
Update Date:	1989-07-10 00:00:00	**Refer to:**	
CAC Date:	1989-07-10 00:00:00	**Reported By:**	*Tank Tester*
Create Date:	1988-01-05 00:00:00	**After Hours:**	*Yes*
Received Date:	1987-12-18 17:22:00	**County:**	*Onondaga*
Latitude:	43.055746580	**Inspection Date:**	
Longitude:	-76.149039030		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	ST. JOSEPH HOSPITAL
Spiller Address:	PROSPECT ST.
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	143447
Spill Number:	8708111
OP Unit ID:	912605
OU:	01
Material ID:	463508
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
86	1 of 1	NNW	0.27 / 1,447.55	385.36	FRANKLIN CENTER 455 NORHT FRANKLIN CENTER SYRACUSE NY	LEAKING TANKS

Site ID:	241385	**DECREG:**	*7*
Spill NO:	0302073	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	198460	**Source:**	*Unknown*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*282*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Class:	C3	**Meets Std:**	*No*
Spill Date:	2003-05-27 12:00:00	**Water Body:**	
Close Date:	2004-05-04 00:00:00	**Rem Phase:**	*0*
Update Date:	2004-05-05 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Other*
Create Date:	2003-05-28 00:00:00	**After Hours:**	*Yes*
Received Date:	2003-05-28 16:54:00	**County:**	*Onondaga*
Latitude:		**Inspection Date:**	
Longitude:			
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	SAME
Spiller Company:	UNKNOWN FOR NOW
Spiller Address:	SAME
Spiller City:	N/A
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	ANDY BREUER
Contact Phone:	(315) 476-7917
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	241385
Spill Number:	0302073
OP Unit ID:	869995
OU:	01
Material ID:	506557
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
87	1 of 2	E	0.29 / 1,505.68	407.59	BURNET AVENUE SEWER MAINT BURNET AVENUE SYRACUSE NY	LEAKING TANKS

Site ID:	216738	**DECREG:**	*7*
Spill NO:	9609124	**Lead DEC:**	*BFMATTHE*
SWIS Code:	3415	**Contr Factor:**	*Tank Overfill*
DER Fac ID:	179455	**Source:**	*Gasoline Station or other PBS Facility*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	*204*
Class:	B3	**Meets Std:**	*No*
Spill Date:	1996-10-22 09:15:00	**Water Body:**	*CREEK*
Close Date:	1997-08-14 00:00:00	**Rem Phase:**	*0*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Update Date:	1997-10-23 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Local Agency*
Create Date:	1996-10-22 00:00:00	**After Hours:**	*No*
Received Date:	1996-10-22 09:39:00	**County:**	*Onondaga*
Latitude:	43.052299994	**Inspection Date:**	
Longitude:	-76.145510000		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	JOHN ELLIOTT
Spiller Company:	BURNET AVENUE SEWER MAINT
Spiller Address:	BURNET AVENUE
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	JOHN ELLIOTT
Contact Phone:	(315) 435-3451
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	216738
Spill Number:	9609124
OP Unit ID:	1040457
OU:	01
Material ID:	344854
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

87	***2 of 2***	***E***	***0.29 / 1,505.68***	***407.59***	***MAINTENANCE GARAGE BURNET AVE SYRACUSE NY***	***LEAKING TANKS***

Site ID:	278116	**DECREG:**	*7*
Spill NO:	9602552	**Lead DEC:**	*CFMANNES*
SWIS Code:	3400	**Contr Factor:**	*Tank Failure*
DER Fac ID:	279183	**Source:**	*Institutional, Educational, Gov., Other*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*252*
Class:	C3	**Meets Std:**	*No*
Spill Date:	1996-05-22 12:55:00	**Water Body:**	
Close Date:	1996-12-31 00:00:00	**Rem Phase:**	*0*
Update Date:	1997-11-24 00:00:00	**Refer to:**	
CAC Date:	1996-05-22 00:00:00	**Reported By:**	*Other*
Create Date:	1996-05-22 00:00:00	**After Hours:**	*Yes*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Received Date:	1996-05-22 17:17:00	**County:**	Onondaga
Latitude:	43.052299994	**Inspection Date:**	
Longitude:	-76.145510000		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	GARY SCHAUS
Spiller Company:	ONONDAGA DRAIN SANITATION
Spiller Address:	UNKNOWN
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	BILL ELLSWORTH
Contact Phone:	(315) 463-6000
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	278116
Spill Number:	9602552
OP Unit ID:	1033985
OU:	01
Material ID:	352369
Material Code:	0078A
Material NA:	ferrous chloride
CAS NO:	07758943
Mat Family:	Hazardous Material
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

88	***1 of 1***	***SW***	***0.29 / 1,534.42***	***377.56***	***WALTON STREET ASSOCIATES 231 WALTON STREET SYRACUSE NY***	***LEAKING TANKS***

Site ID:	226385	**DECREG:**	*7*
Spill NO:	9609350	**Lead DEC:**	*MENASH*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	116311	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*199*
Class:	C4	**Meets Std:**	*No*
Spill Date:	1996-10-24 10:00:00	**Water Body:**	
Close Date:	1996-11-08 00:00:00	**Rem Phase:**	*0*
Update Date:	1996-11-08 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Responsible Party*
Create Date:	1996-10-25 00:00:00	**After Hours:**	*No*
Received Date:	1996-10-24 14:00:00	**County:**	*Onondaga*
Latitude:	43.047949090	**Inspection Date:**	
Longitude:	-76.157009250		

Caller Remark:

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	WALTON STREET ASSOCIATES
Spiller Address:	231 WALTON ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	226385
Spill Number:	9609350
OP Unit ID:	1040829
OU:	01
Material ID:	345074
Material Code:	0064A
Material NA:	unknown material
CAS NO:	
Mat Family:	Other
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

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89 | ***1 of 4*** | ***SE*** | ***0.29 / 1,535.15*** | ***400.21*** | ***NY TELEPHONE***
201 SOUTH STATE STREET
SYRACUSE NY | ***LEAKING TANKS***

Site ID:	132347	***DECREG:***	*7*
Spill NO:	8603856	***Lead DEC:***	*UNASSIGNED*
SWIS Code:	3415	***Contr Factor:***	*Tank Failure*
DER Fac ID:	211209	***Source:***	*Institutional, Educational, Gov., Other*
Program Type:	ER	***Penalty:***	*No*
UST Trust:	No	***CID:***	
Class:		***Meets Std:***	*Yes*
Spill Date:	1986-09-12 16:00:00	***Water Body:***	
Close Date:	1987-08-11 00:00:00	***Rem Phase:***	*0*
Update Date:	2003-12-02 00:00:00	***Refer to:***	
CAC Date:	1987-08-11 00:00:00	***Reported By:***	*Fire Department*
Create Date:		***After Hours:***	*No*
Received Date:	1986-09-12 16:22:00	***County:***	*Onondaga*
Latitude:	43.049478610	***Inspection Date:***	
Longitude:	-76.147301260		
Caller Remark:			

DEC Remark:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spiller Information
-- --
Spiller Name:
Spiller Company: NY TELEPHONE
Spiller Address: S. STATE ST.
Spiller City: SYRACUSE
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
-- --
Material Information
-- --
Site ID: 132347
Spill Number: 8603856
OP Unit ID: 900768
OU: 01
Material ID: 559746
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: Yes
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

89	2 of 4	SE	0.29 / 1,535.15	400.21	NEW YORK TELEPHONE 201 SOUTH STATE STREET SYRACUSE NY	LEAKING TANKS

Site ID: 257954
Spill NO: 9301971
SWIS Code: 3415
DER Fac ID: 211209
Program Type: ER
UST Trust: No
Class: D4
Spill Date: 1993-05-11 23:00:00
Close Date: 1993-05-13 00:00:00
Update Date: 2003-12-02 00:00:00
CAC Date: 1993-05-13 00:00:00
Create Date:
Received Date: 1993-05-12 07:34:00
Latitude: 43.049478610
Longitude: -76.147301260
Caller Remark:

DEC Remark:

DECREG: *7*
Lead DEC: *CFMANNES*
Contr Factor: *Tank Test Failure*
Source: *Commercial/Industrial*
Penalty: *No*
CID:
Meets Std: *Yes*
Water Body:
Rem Phase: *0*
Refer to:
Reported By: *Tank Tester*
After Hours: *Yes*
County: *Onondaga*
Inspection Date:

Spiller Information
-- --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spiller Name:	
Spiller Company:	NEW YORK TELEPHONE
Spiller Address:	201 SOUTH STATE STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	257954
Spill Number:	9301971
OP Unit ID:	983991
OU:	01
Material ID:	399120
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

89	***3 of 4***	***SE***	***0.29 / 1,535.15***	***400.21***	***NY TELEPHONE 201 SOUTH STATE STREET SYRACUSE NY***	***LEAKING TANKS***

Site ID:	132346	**DECREG:**	*7*
Spill NO:	8603824	**Lead DEC:**	*UNASSIGNED*
SWIS Code:	3415	**Contr Factor:**	*Tank Test Failure*
DER Fac ID:	211209	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1986-09-06 17:00:00	**Water Body:**	
Close Date:	1987-06-04 00:00:00	**Rem Phase:**	*0*
Update Date:	2003-12-02 00:00:00	**Refer to:**	
CAC Date:	1987-06-04 00:00:00	**Reported By:**	*Responsible Party*
Create Date:		**After Hours:**	*Yes*
Received Date:	1986-09-06 17:00:00	**County:**	*Onondaga*
Latitude:	43.049478610	**Inspection Date:**	
Longitude:	-76.147301260		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	NY TELEPHONE
Spiller Address:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	132346
Spill Number:	8603824
OP Unit ID:	901076
OU:	01
Material ID:	476637
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

89	***4 of 4***	***SE***	***0.29 / 1,535.15***	***400.21***	***NEW YORK TEL 201 SOUTH STATE STREET SYRACUSE NY***	***LEAKING TANKS***

Site ID:	176285	**DECREG:**	*7*
Spill NO:	9302015	**Lead DEC:**	*MENASH*
SWIS Code:	3415	**Contr Factor:**	*Tank Test Failure*
DER Fac ID:	211209	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:	D4	**Meets Std:**	*Yes*
Spill Date:	1993-05-12 18:35:00	**Water Body:**	
Close Date:	1993-07-09 00:00:00	**Rem Phase:**	*0*
Update Date:	1993-07-09 00:00:00	**Refer to:**	
CAC Date:	1993-07-09 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	1993-07-07 00:00:00	**After Hours:**	*Yes*
Received Date:	1993-05-12 08:14:00	**County:**	*Onondaga*
Latitude:	43.049478610	**Inspection Date:**	
Longitude:	-76.147301260		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	NEW YORK TEL CO
Spiller Address:	201 S STATE STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	176285
Spill Number:	9302015
OP Unit ID:	984030
OU:	01
Material ID:	399163
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

90	**1 of 1**	**SE**	**0.31 / 1,613.11**	**399.22**	**N.Y. TELE. - FAYETTE ST. FAYETTE ST & STATE ST SYRACUSE NY**	**LEAKING TANKS**

Site ID:	313598	**DECREG:**	*7*
Spill NO:	8605899	**Lead DEC:**	*VOLLMER*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	252846	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1986-12-16 09:00:00	**Water Body:**	
Close Date:	1989-12-31 00:00:00	**Rem Phase:**	*0*
Update Date:	1993-11-19 00:00:00	**Refer to:**	
CAC Date:	1987-01-31 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	1987-01-05 00:00:00	**After Hours:**	*No*
Received Date:	1986-12-16 11:00:00	**County:**	*Onondaga*
Latitude:	43.048617967	**Inspection Date:**	
Longitude:	-76.147417875		
Caller Remark:			

DEC Remark:

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	N.Y. TELEPHONE
Spiller Address:	FAYETTE & STATE STREETS
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Contact Ext.:
-- --
Material Information
-- --
Site ID: 313598
Spill Number: 8605899
OP Unit ID: 902744
OU: 01
Material ID: 475049
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: Yes
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
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91 **1 of 1** **WSW** **0.31 / 1,648.09** **400.29** **Spill Number 8710952**
400 BLOCK ERIE BLVD
SYRACUSE NY
LEAKING TANKS

Site ID: 281831
Spill NO: 8710952
SWIS Code: 3415
DER Fac ID: 228808
Program Type: ER
UST Trust: No
Class:
Spill Date: 1988-03-31 10:30:00
Close Date: 1988-04-12 00:00:00
Update Date: 1995-01-03 00:00:00
CAC Date: 1988-04-12 00:00:00
Create Date: 1988-04-01 00:00:00
Received Date: 1988-03-31 12:07:00
Latitude:
Longitude:
Caller Remark:

DEC Remark:

DECREG: *7*
Lead DEC: *AJMARSCH*
Contr Factor: *Tank Failure*
Source: *Passenger Vehicle*
Penalty: *No*
CID:
Meets Std: *Yes*
Water Body:
Rem Phase: *0*
Refer to:
Reported By: *Affected Persons*
After Hours: *No*
County: *Onondaga*
Inspection Date:

Spiller Information
-- --
Spiller Name:
Spiller Company: UNKNOWN CAR
Spiller Address: SEARS OIL GAS STA.
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
-- --
Material Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Site ID:	281831
Spill Number:	8710952
OP Unit ID:	915708
OU:	01
Material ID:	462697
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

92	1 of 1	NW	0.33 / 1,734.74	372.86	HIGHWAY OIL CO. STATION 107 AUBURN NY	LEAKING TANKS

Site ID:	132497	DECREG:	7
Spill NO:	8701728	Lead DEC:	AJMARSCH
SWIS Code:	0601	Contr Factor:	Tank Test Failure
DER Fac ID:	114104	Source:	Gasoline Station or other PBS Facility
Program Type:	ER	Penalty:	No
UST Trust:	Yes	CID:	
Class:		Meets Std:	Yes
Spill Date:	1987-05-22 11:20:00	Water Body:	
Close Date:	1987-07-03 00:00:00	Rem Phase:	0
Update Date:	1987-07-08 00:00:00	Refer to:	
CAC Date:	1987-07-03 00:00:00	Reported By:	Tank Tester
Create Date:	1987-06-09 00:00:00	After Hours:	No
Received Date:	1987-06-01 13:48:00	County:	Cayuga
Latitude:	43.056068000	Inspection Date:	
Longitude:	-76.158908000		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	HIGHWAY OIL CO.
Spiller Address:	STATION 107
Spiller City:	AUBURN
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	132497
Spill Number:	8701728

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

OP Unit ID:	906198
OU:	01
Material ID:	471639
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

93	1 of 1	W	0.33 / 1,765.07	399.37	**AUTO FINISHERS SUPPLY CO** **206-208 PLUM ST** **SYRACUSE NY**	**LEAKING TANKS**

Site ID:	116943	**DECREG:**	*7*
Spill NO:	9813285	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	101732	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	*312*
Class:	C3	**Meets Std:**	*No*
Spill Date:	1999-01-29 11:30:00	**Water Body:**	
Close Date:	1999-09-17 00:00:00	**Rem Phase:**	*0*
Update Date:	2002-09-18 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Other*
Create Date:	1999-01-29 00:00:00	**After Hours:**	*No*
Received Date:	1999-01-29 12:21:00	**County:**	*Onondaga*
Latitude:	43.052221650	**Inspection Date:**	*1999-01-29 00:00:00*
Longitude:	-76.160147020		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	AUTO FINISHERS SUPPLY CO
Spiller Address:	206-208 PLUM ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
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Material Information

--	--
Site ID:	116943
Spill Number:	9813285
OP Unit ID:	1073721
OU:	01
Material ID:	310010

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
94	1 of 2	SSW	0.34 / 1,783.76	398.78	Hosek Prop/339 W Jeff.St(400 Bk of SW ST 339 West Jefferson Street Syracuse NY 13202-	BROWNFIELDS

Site Code:	57358	**Region:**	*7*
Site Class:	N	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2004-03-30 10:05:00*
HW Code:	C734097	**Record Update:**	*2007-02-15 09:13:00*
SWIS:	3415	**Updated By:**	*KXCarpen*
Acres:	1.000	**Latitude:**	*43.046769030*
County:	Onondaga	**Longitude:**	*-76.157332260*
Site Class Desc:			
Assess DOH:			

DESCRIPTION:

See Site. #V00453

ASSESSMENT:

Owner

--	--
Site Code:	57358
HW Code:	C734097
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

Owner

--	--
Site Code:	57358
HW Code:	C734097
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	FRANCIS & PATIE HOSEK
Owner Street:	339 WEST JEFFERSON STREET

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
94	2 of 2	SSW	0.34 / 1,783.76	398.78	Hosek Prop/339 W Jeff.St(400 Bk of SW ST 339 West Jefferson Street Syracuse NY 13202-	VCP

Site Code:	57027	**Record Added:**	2001-03-27 09:15:00
Site Class:	N	**Record Update:**	2005-03-25 15:04:00
Program:	VCP	**Updated By:**	RJBRAZEL
HW Code:	V00453	**County:**	Onondaga
SWIS:	3415	**Town:**	Syracuse (c)
Acres:		**Latitude:**	43.046773170
Region:	7	**Longitude:**	-76.157343960
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

The Hosek property is located at 339 West Jefferson Street in the city of syracuse, Onondaga county. This property is currently being used for commercial purposes and was described as a wholesale paper warehouse during the 1950's. No investigations have been performed and there is no historical data to suggest that contamination exists.

ASSESSMENT:

Owner	
--	--
Site Code:	57027
HW Code:	V00453
Owner Op.:	01
Seq No.:	0000001
Sub Type:	ZZZ
Owner Name:	FRANCIS & PATIE HOSEK
Owner Company:	Hosek Prop/339 W Jeff.St(400 Bk of SW ST
Owner Street:	339 WEST JEFFERSON STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--
Owner	
--	--
Site Code:	57027
HW Code:	V00453
Owner Op.:	06
Seq No.:	0000002
Sub Type:	10
Owner Name:	
Owner Company:	415 SOUTH WEST STREET LLC
Owner Street:	C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
95	1 of 1	W	0.34 / 1,803.53	399.37	Spill Number 0307721 601 WEST GENESSEE STREET SYRACUSE NY	LEAKING TANKS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Site ID:	318571	**DECREG:**	*7*
Spill NO:	0307721	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	171041	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*199*
Class:	C3	**Meets Std:**	*No*
Spill Date:	2003-10-22 09:00:00	**Water Body:**	
Close Date:	2003-10-28 00:00:00	**Rem Phase:**	*0*
Update Date:	2003-10-29 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Other*
Create Date:	2003-10-22 00:00:00	**After Hours:**	*No*
Received Date:	2003-10-22 09:18:00	**County:**	*Onondaga*
Latitude:	43.053347540	**Inspection Date:**	*2003-10-22 00:00:00*
Longitude:	-76.160119130		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	
Spiller Address:	
Spiller City:	***Update***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	DAVID ROTH
Contact Phone:	(315) 243-3130
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	318571
Spill Number:	0307721
OP Unit ID:	876297
OU:	01
Material ID:	555275
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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96	***1 of 1***	***NW***	***0.35 / 1,853.88***	***370.77***	***501 PLUM ST. 501 PLUM STREET SYRACUSE NY***	***LEAKING TANKS***

Site ID:	287306	**DECREG:**	*7*
Spill NO:	9101275	**Lead DEC:**	*GREGG*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

DER Fac ID:	153455	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:	D3	**Meets Std:**	*Yes*
Spill Date:	1991-04-30 12:00:00	**Water Body:**	
Close Date:	1993-01-11 00:00:00	**Rem Phase:**	*0*
Update Date:	1993-01-11 00:00:00	**Refer to:**	
CAC Date:	1991-05-01 00:00:00	**Reported By:**	*Other*
Create Date:	1991-05-01 00:00:00	**After Hours:**	*No*
Received Date:	1991-05-01 09:30:00	**County:**	*Onondaga*
Latitude:	43.055412630	**Inspection Date:**	
Longitude:	-76.159826510		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	UNK
Spiller Address:	
Spiller City:	***UPDATE***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	287306
Spill Number:	9101275
OP Unit ID:	952530
OU:	01
Material ID:	427396
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

97	***1 of 4***	***SW***	***0.35 / 1,867.01***	***389.69***	***Hosek Prop/343 W Jeff.St.(400 Bk of SW S 343 West Jefferson Street Syracuse NY 13202-***	***BROWNFIELDS***

Site Code:	57359	**Region:**	*7*
Site Class:	N	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2004-03-30 10:12:00*
HW Code:	C734098	**Record Update:**	*2007-02-15 09:13:00*
SWIS:	3415	**Updated By:**	*KXCarpen*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Acres: 1.000
County: Onondaga
Site Class Desc:
Assess DOH:
DESCRIPTION:

See Site #V00454

ASSESSMENT:

Owner
-- --
Site Code: 57359
HW Code: C734098
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: FRANCIS & PATIE HOSEK
Owner Street: 165 DEPALMA AVE
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13204
Country: United States of America
-- --

Owner
-- --
Site Code: 57359
HW Code: C734098
Owner Op.: 06
Seq No.: 0000002
Sub Type: ZZZ
Owner Name:
Owner Company: 415 SOUTH WEST STREET, LLC
Owner Street: C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
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97 | **2 of 4** | **SW** | **0.35 / 1,867.01** | **389.69** | **Vacant Lot(400 Block of SWest Street)**
347-351 West Jefferson Street
Syracuse NY 13202- | **BROWNFIELDS**

Site Code: 57905
Site Class: N
Program: BCP
HW Code: C734094
SWIS: 3415
Acres: 1.000
County: Onondaga
Site Class Desc:
Assess DOH:
DESCRIPTION:
Region: 7
Town: Syracuse (c)
Record Added: 2004-03-30 09:17:00
Record Update: 2007-02-15 09:12:00
Updated By: KXCarpen
Latitude: 43.046745800
Longitude: -76.157942220

See Site #V00450

ASSESSMENT:

Owner
-- --
Site Code: 57905

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

HW Code:	C734094
Owner Op.:	01
Seq No.:	0000001
Sub Type:	C01
Owner Name:	
Owner Company:	CITY OF SYRACUSE (CITY HALL)
Owner Street:	233 E. WASHINGTON STREET, ROOM 130
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

Owner

--	--
Site Code:	57905
HW Code:	C734094
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

97	3 of 4	SW	0.35 / 1,867.01	389.69	**Hosek Prop/343 W Jeff.St.(400 Bk of SW S** **343 West Jefferson Street** **Syracuse NY 13202-**	VCP

Site Code:	57028	**Record Added:**	*2001-03-27 09:20:00*
Site Class:	N	**Record Update:**	*2005-03-25 15:05:00*
Program:	VCP	**Updated By:**	*RJBRAZEL*
HW Code:	V00454	**County:**	*Onondaga*
SWIS:	3415	**Town:**	*Syracuse (c)*
Acres:		**Latitude:**	*43.046814080*
Region:	7	**Longitude:**	*-76.157528360*
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

The Hosek property located at 343 West Jefferson Street in the City of Syracuse, Onondaga County is currently being used for commercial purposes. Sanborn data indicates that the site was used for a warehouse during the 1940's and 50's. No historical data suggests that contamination exists at this site. There have been no invetigations performed and plans have not been submitted.

ASSESSMENT:

Owner

--	--
Site Code:	57028
HW Code:	V00454
Owner Op.:	01
Seq No.:	0000001
Sub Type:	ZZZ
Owner Name:	FRANCIS & PATIE HOSEK
Owner Company:	Hosek Prop/343 W Jeff.St.(400 Bk of SW S
Owner Street:	165 DE PALMA AVE.
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Country: United States of America
-- --

Owner
-- --
Site Code: 57028
HW Code: V00454
Owner Op.: 06
Seq No.: 0000002
Sub Type: 10
Owner Name:
Owner Company: 415 SOUTH WEST STREET LLC
Owner Street: C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
-- --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
97	4 of 4	SW	0.35 / 1,867.01	389.69	Vacant Lot(400 Block of SWest Street) 347-351 West Jefferson Street Syracuse NY 13202-	VCP

Site Code: 57903
Site Class: N
Program: VCP
HW Code: V00450
SWIS: 3415
Acres:
Region: 7
Site Class Description:
Assess DOH:
DESCRIPTION:

Record Added: 2001-03-27 08:55:00
Record Update: 2005-03-25 15:03:00
Updated By: RJBRAZEL
County: Onondaga
Town: Syracuse (c)
Latitude: 43.046745800
Longitude: -76.157942220

Thsi site is a vacant lot which is located at 347-351 West Jefferson Street in the City of syracuse, Onondaga County. There are no predominant features currently located at this site. Sanborn maps indicate that during the 1940's and 50's a garage and repair shop were located at this parking lot. Currently the site is used as a parking lot. No information exsists on contaminants but garage and repair shop activities could have resulted in various types of contamination. No subsurface investigations have been performed at this site.

ASSESSMENT:

Owner
-- --
Site Code: 57903
HW Code: V00450
Owner Op.: 06
Seq No.: 0000002
Sub Type: 10
Owner Name:
Owner Company: 415 SOUTH WEST STREET LLC
Owner Street: C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
-- --

Owner
-- --
Site Code: 57903
HW Code: V00450
Owner Op.: 01
Seq No.: 0000001
Sub Type: ZZZ
Owner Name:
Owner Company: CITY OF SYRACUSE

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner Street:	233 E WASHINGTON ST.ROOM 130 CITY HA
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

98	1 of 2	SW	0.36 / 1,887.12	389.76	**Hosek Prop/345 W Jeff. St(400 Bk of SW S** **345 West Jefferson Street** **Syracuse NY 13202-**	**BROWNFIELDS**

Site Code:	57360	**Region:**	*7*
Site Class:	N	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2004-03-30 10:21:00*
HW Code:	C734099	**Record Update:**	*2007-02-15 09:13:00*
SWIS:	3415	**Updated By:**	*KXCarpen*
Acres:	1.000	**Latitude:**	*43.046676100*
County:	Onondaga	**Longitude:**	*-76.157667680*
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

See Site #V00455

ASSESSMENT:

Owner

--	--
Site Code:	57360
HW Code:	C734099
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	HOSEK CONTRACTORS, INC.
Owner Street:	339 WEST JEFFERSON STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

Owner

--	--
Site Code:	57360
HW Code:	C734099
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

98	2 of 2	SW	0.36 / 1,887.12	389.76	**Hosek Prop/345 W Jeff. St(400 Bk of SW S** **345 West Jefferson Street** **Syracuse NY 13202-**	**VCP**

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Site Code:	57029	**Record Added:**	*2001-03-27 09:26:00*
Site Class:	N	**Record Update:**	*2005-03-25 15:05:00*
Program:	VCP	**Updated By:**	*RJBRAZEL*
HW Code:	V00455	**County:**	*Onondaga*
SWIS:	3415	**Town:**	*Syracuse (c)*
Acres:		**Latitude:**	*43.046697470*
Region:	7	**Longitude:**	*-76.157662270*
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

The Hosek property building located at 345 West Jefferson Street in the city of Syracuse, Onondaga county is being used for commercial purposes. Historical data indicates that the building was used for wholesale and retail dairy supply business. No data suggests the presence of contamination. No subsurface investiagtions have been performed and there have not been any plans submitted.

ASSESSMENT:

Owner	
--	--
Site Code:	57029
HW Code:	V00455
Owner Op.:	01
Seq No.:	0000001
Sub Type:	ZZZ
Owner Name:	
Owner Company:	HOSEK CONTRACTORS INC
Owner Street:	339 WEST JEFFERSON STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--
Owner	
--	--
Site Code:	57029
HW Code:	V00455
Owner Op.:	06
Seq No.:	0000002
Sub Type:	10
Owner Name:	
Owner Company:	415 SOUTH WEST STREET LLC
Owner Street:	C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
99	*1 of 1*	*SW*	*0.36 / 1,917.32*	*390.26*	***W.Jefferson St. Roadway&ROW(400 of SW St West Jefferson Street Syracuse NY 13202-***	***VCP***

Site Code:	57806	**Record Added:**	*2001-03-27 09:01:00*
Site Class:	N	**Record Update:**	*2005-03-25 15:04:00*
Program:	VCP	**Updated By:**	*RJBRAZEL*
HW Code:	V00451	**County:**	*Onondaga*
SWIS:	3415	**Town:**	*Syracuse (c)*
Acres:		**Latitude:**	*43.047206956*
Region:	7	**Longitude:**	*-76.158091442*
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

This site is the West Jefferson Street Roadway and right of way that is located in the City of Syracuse, Onondaga County. The site is currently a paved

roadway and has been used as such for the past 100 years. Surrounding properties are all commercial in nature. Historicaly there are no sources of contamination. No investigations have been performed on this parcel.

ASSESSMENT:

No environmental assessment can be made at this time due to lack of investigative data. All historical data suggests that no sources of contamination have exsisted at this location.

Owner
-- --
Site Code: 57806
HW Code: V00451
Owner Op.: 06
Seq No.: 0000002
Sub Type: 10
Owner Name:
Owner Company: 415 SOUTH WEST STREET LLC
Owner Street: C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
-- --

Owner
-- --
Site Code: 57806
HW Code: V00451
Owner Op.: 01
Seq No.: 0000001
Sub Type: ZZZ
Owner Name:
Owner Company: CITY OF SYRACUSE
Owner Street: 233 E WASHINGTON ST.ROOM 130 CITY HA
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
-- --

100	*1 of 1*	*SW*	*0.36 / 1,926.12*	*390.48*	***W.Jefferson St. Roadway&ROW(400 of SW St West Jefferson Street Syracuse NY 13202-***	***BROWNFIELDS***

Site Code: 57807
Site Class: N
Program: BCP
HW Code: C734095
SWIS: 3415
Acres: 1.000
County: Onondaga
Site Class Desc:
Assess DOH:
DESCRIPTION:

Region: *7*
Town: *Syracuse (c)*
Record Added: *2004-03-30 09:28:00*
Record Update: *2007-02-15 09:12:00*
Updated By: *KXCarpen*
Latitude: *43.047217434*
Longitude: *-76.158162076*

See Site #V00451

ASSESSMENT:

Owner
-- --
Site Code: 57807
HW Code: C734095
Owner Op.: 01

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Seq No.: 0000001
Sub Type: C01
Owner Name:
Owner Company: CITY OF SYRACUSE (CITY HALL)
Owner Street: 233 E WASHINGTON ST. ROOM 130
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
-- --

Owner
-- --
Site Code: 57807
HW Code: C734095
Owner Op.: 06
Seq No.: 0000002
Sub Type: ZZZ
Owner Name:
Owner Company: 415 SOUTH WEST STREET, LLC
Owner Street: C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
-- --

101	1 of 2	SW	0.37 / 1,949.73	390.48	Form. Dupli Graphics Facility(400 Block) 358 West Jefferson Street & West Street Syracuse NY 13202-	BROWNFIELDS

Site Code: 57355
Site Class: N
Program: BCP
HW Code: C734091
SWIS: 3415
Acres: 1.000
County: Onondaga
Site Class Desc:
Assess DOH:
DESCRIPTION:

Region: 7
Town: Syracuse (c)
Record Added: 2004-03-30 08:22:00
Record Update: 2007-02-15 09:11:00
Updated By: KXCarpen
Latitude: 43.047443130
Longitude: -76.158144780

Transisition site. #V00447

ASSESSMENT:

Owner
-- --
Site Code: 57355
HW Code: C734091
Owner Op.: 06
Seq No.: 0000002
Sub Type: ZZZ
Owner Name:
Owner Company: 415 SOUTH WEST STREET, LLC
Owner Street: C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
-- --

Owner

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Site Code:	57355
HW Code:	C734091
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	MATT INDUSTRIES, INC.
Owner Street:	ONE DUPLI PARK DRIVE
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--

101	2 of 2	SW	0.37 / 1,949.73	390.48	Form. Dupli Graphics Facility(400 Block) 358 West Jefferson Street & West Street Syracuse NY 13202-	VCP

Site Code:	57024	Record Added:	2001-03-27 08:31:00
Site Class:	N	Record Update:	2006-05-03 08:13:00
Program:	VCP	Updated By:	brwolose
HW Code:	V00447	County:	Onondaga
SWIS:	3415	Town:	Syracuse (c)
Acres:		Latitude:	43.047443130
Region:	7	Longitude:	-76.158144780
Site Class Description:			
Assess DOH:			

DESCRIPTION:

The former Dupli Graphics building is located at 358 West Jefferson Street and West Street in the City of Syracuse, Onondaga County. The entire foot print of this property is made up of the former Dupli Grahic and enevelope warehouse building. The only part not located under the building is a small parking lot at the southeast corner of the building. This is also the location of a former underground storage tank that was removed in 1989. The property is currently inactive and not being used at this time. Surrounding property uses consist of commercial properties and parking lots. The historical suspected source of contamination is the former underground fuel storage tank. In March 2003 Sterns & Wheler performed a subsuface investigation of the property.

ASSESSMENT:

The primary contaminants of concern for ths site are related to the underground storage tanks mainly the volatiles and semi-volatiles typically found. Soil and groundwater have been impacted with minor exceedances of the groundwater standards. Studies have indicated that a very limited environmental risk remains at this site.

Owner

--	--
Site Code:	57024
HW Code:	V00447
Owner Op.:	01
Seq No.:	0000001
Sub Type:	ZZZ
Owner Name:	
Owner Company:	MATT INDUSTRIES,INC.
Owner Street:	ONE DUPLI PARK DRIVE
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--

Owner

--	--
Site Code:	57024
HW Code:	V00447
Owner Op.:	06

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Seq No.:	0000002
Sub Type:	10
Owner Name:	
Owner Company:	415 SOUTH WEST STRRET,LLC
Owner Street:	C/O S&W REDEV.LLC- 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
102	1 of 1	SW	0.38 / 2,027.13	391.43	DUPLI GRAPHICS W. JEFFERSON & WEST ST.'S SYRACUSE NY	LEAKING TANKS

Site ID:	135578	**DECREG:**	*7*
Spill NO:	8804834	**Lead DEC:**	*VOLLMER*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	116417	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1988-09-01 10:00:00	**Water Body:**	
Close Date:	1988-09-01 00:00:00	**Rem Phase:**	*0*
Update Date:	1988-11-03 00:00:00	**Refer to:**	
CAC Date:	1988-09-01 00:00:00	**Reported By:**	*DEC*
Create Date:	1988-09-07 00:00:00	**After Hours:**	*No*
Received Date:	1988-09-01 10:00:00	**County:**	*Onondaga*
Latitude:	43.057862000	**Inspection Date:**	
Longitude:	-76.157722000		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	DUPLI GRAPHICS
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	135578
Spill Number:	8804834
OP Unit ID:	919958
OU:	01
Material ID:	456763
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

103 | ***1 of 2*** | ***SW*** | ***0.39 / 2,043.33*** | ***391.50*** | ***Form.Dupli GraphicsParking Lot(400 Bloc)***
401-411 South West Street
Syracuse NY 13202- | ***BROWNFIELDS***

Site Code:	57356	**Region:**	*7*
Site Class:	N	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2004-03-30 08:36:00*
HW Code:	C734092	**Record Update:**	*2007-02-15 09:11:00*
SWIS:	3415	**Updated By:**	*KXCarpen*
Acres:	1.000	**Latitude:**	*43.046826596*
County:	Onondaga	**Longitude:**	*-76.158271933*
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

See Site #V00448

ASSESSMENT:

Owner	
--	--
Site Code:	57356
HW Code:	C734092
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

Owner	
--	--
Site Code:	57356
HW Code:	C734092
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	MATT INDUSTRIES, INC.
Owner Street:	ONE DUPLI PARK DRIVE
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--

103 | ***2 of 2*** | ***SW*** | ***0.39 / 2,043.33*** | ***391.50*** | ***Form.Dupli GraphicsParking Lot(400 Bloc)***
401-411 South West Street | ***VCP***

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
					Syracuse NY 13202-	

Site Code: 57025
Site Class: N
Program: VCP
HW Code: V00448
SWIS: 3415
Acres:
Region: 7
Site Class Description:
Assess DOH:
DESCRIPTION:

Record Added: 2001-03-27 08:41:00
Record Update: 2006-05-03 08:20:00
Updated By: brwolose
County: Onondaga
Town: Syracuse (c)
Latitude: 43.046826702
Longitude: -76.158261494

This site is the former parking lot for Dupli Graphics which is located at 401-411 South West Street in Syracuse, Onondaga County. The site does not currently contain any stuctures or features. The 1953 Sanborn maps indicate that the parking lot used to contain a former gas station with three underground fuel storage tanks. Most recently the site has been used as a parking lot and most surrounding properties are commercial or parking lots. The historical source of contamination appears to be related to the former gas station and underground tanks.

ASSESSMENT:

The primary contaminants of concern at this site are associated withe underground fuel storage tanks predominantly volatiles and semi-volatiles. The 2003 investigation indicated that soil and groundater have been impacted with groundwater standards exceeded. The site does not appear to present a significant threat.

Owner
-- --
Site Code: 57025
HW Code: V00448
Owner Op.: 06
Seq No.: 0000002
Sub Type: 10
Owner Name:
Owner Company: 415 SOUTH WEST STREET ,LLC
Owner Street: C/O S&W REDEV.LLC- 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
-- --

Owner
-- --
Site Code: 57025
HW Code: V00448
Owner Op.: 01
Seq No.: 0000001
Sub Type: ZZZ
Owner Name:
Owner Company: MATT INDUSTRIES,INC.
Owner Street: ONE DUPLI PARK DRIVE
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13204
Country: United States of America
-- --

104	1 of 2	WSW	0.39 / 2,072.49	399.72	**KRAFT FOODS** **120 WILKINSON STREET** **SYRACUSE NY**	**LEAKING TANKS**

Site ID: 246629
Spill NO: 8708772
SWIS Code: 3415
DER Fac ID: 202529
Program Type: ER

DECREG: 7
Lead DEC: AJMARSCH
Contr Factor: Tank Test Failure
Source: Commercial/Industrial
Penalty: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

UST Trust:	No	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1988-01-14 15:45:00	**Water Body:**	
Close Date:	1988-02-04 00:00:00	**Rem Phase:**	*0*
Update Date:	1995-01-03 00:00:00	**Refer to:**	
CAC Date:	1988-02-04 00:00:00	**Reported By:**	*Tank Tester*
Create Date:	1988-01-28 00:00:00	**After Hours:**	*No*
Received Date:	1988-01-14 16:11:00	**County:**	*Onondaga*
Latitude:	43.050863830	**Inspection Date:**	
Longitude:	-76.160845870		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	KRAFT FOODS
Spiller Address:	WILKINSON STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	246629
Spill Number:	8708772
OP Unit ID:	914084
OU:	01
Material ID:	464141
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
104	2 of 2	WSW	0.39 / 2,072.49	399.72	KRAFT DAIRY 120 WILKINSON STREET SYRACUSE NY	LEAKING TANKS

Site ID:	246630	**DECREG:**	*7*
Spill NO:	8709709	**Lead DEC:**	*AJMARSCH*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	202529	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1988-02-16 12:00:00	**Water Body:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Close Date:	1988-02-22 00:00:00	**Rem Phase:**	*0*
Update Date:	1995-01-03 00:00:00	**Refer to:**	
CAC Date:	1988-02-22 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	1988-03-07 00:00:00	**After Hours:**	*No*
Received Date:	1988-02-17 14:42:00	**County:**	*Onondaga*
Latitude:	43.050863830	**Inspection Date:**	
Longitude:	-76.160845870		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	KRAFT DAIRY
Spiller Address:	120 WILKINSON STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	246630
Spill Number:	8709709
OP Unit ID:	914734
OU:	01
Material ID:	461505
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
105	1 of 2	SW	0.39 / 2,079.74	391.37	**Radell (400 Block of South West Street)** **413-419 South West Street** **Syracuse NY 13202-**	**BROWNFIELDS**

Site Code:	58739	**Region:**	*7*
Site Class:	N	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2004-03-30 08:51:00*
HW Code:	C734093	**Record Update:**	*2007-02-15 12:39:00*
SWIS:	3415	**Updated By:**	*KXCarpen*
Acres:	1.000	**Latitude:**	*43.046555199*
County:	Onondaga	**Longitude:**	*-76.158232353*
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

See Site, #V00449

ASSESSMENT:

Owner
-- --
Site Code: 58739
HW Code: C734093
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: DONAL RADELL
Owner Street: 3327 SOUTH SALINA STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13203
Country: United States of America
-- --

Owner
-- --
Site Code: 58739
HW Code: C734093
Owner Op.: 06
Seq No.: 0000002
Sub Type: ZZZ
Owner Name:
Owner Company: 415 SOUTH WEST STREET, LLC
Owner Street: C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:
Owner City: CAZENOVIA
Owner State: NY
Owner Zip: 13035
Country: United States of America
-- --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
105	2 of 2	SW	0.39 / 2,079.74	391.37	***Radell (400 Block of South West Street)*** ***413-419 South West Street*** ***Syracuse NY 13202-***	VCP

Site Code: 58738
Site Class: N
Program: VCP
HW Code: V00449
SWIS: 3415
Acres:
Region: 7
Site Class Description:
Assess DOH:
DESCRIPTION:

Record Added: *2001-03-27 08:49:00*
Record Update: *2006-05-03 08:22:00*
Updated By: *brwolose*
County: *Onondaga*
Town: *Syracuse (c)*
Latitude: *43.046559840*
Longitude: *-76.158234636*

The Radall Property is located at 413-419 South West Street in the city of Syracuse, Onondaga county. Currently the site is inactive and the building is not being used. Historically the source of contamination was the underground gasoline storage tanks that were removed. A 2003 site subsurface investigation performed by Sterns & Wheler supported this assumption.

ASSESSMENT:

The primary contaminants of concern for this site are related to the former underground fuel storage tanks ie volatiles and semi-volatiles. Current information available for thie site does not suggest a significant environmental threat.

Owner
-- --
Site Code: 58738

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

HW Code:	V00449
Owner Op.:	06
Seq No.:	0000002
Sub Type:	10
Owner Name:	
Owner Company:	415 SOUTH WEST STREET ,LLC
Owner Street:	C/O S&W REDEV.LLC- 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58738
HW Code:	V00449
Owner Op.:	01
Seq No.:	0000001
Sub Type:	ZZZ
Owner Name:	DONALD RADELL
Owner Company:	Radell (400 Block of South West Street)
Owner Street:	3327 SOUTH SALINA STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13203
Country:	United States of America
--	--

106 **1 of 1** **NW** **0.41 / 2,169.39** **377.66** **SYRACUSE SCALE**
156 SOLAR STREET
SYRACUSE NY
LEAKING TANKS

Site ID:	211790	**DECREG:**	*7*
Spill NO:	9511787	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	175509	**Source:**	*Institutional, Educational, Gov., Other*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	*205*
Class:	C3	**Meets Std:**	*No*
Spill Date:	1995-12-18 11:30:00	**Water Body:**	
Close Date:	1996-12-31 00:00:00	**Rem Phase:**	*0*
Update Date:	1997-11-28 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Responsible Party*
Create Date:	1995-12-18 00:00:00	**After Hours:**	*No*
Received Date:	1995-12-18 12:43:00	**County:**	*Onondaga*
Latitude:	43.057868030	**Inspection Date:**	
Longitude:	-76.158337790		
DEC Remark:			
Caller Remark:			

Spiller Information	
--	--
Spiller Name:	STAN BOCK
Spiller Company:	SYRACUSE SCALE
Spiller Address:	156 SOLAR STREET
Spiller City:	SYRACUSE
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	STAN BOCK
Contact Phone:	(800) 724-0174
Contact Ext.:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Material Information

--	--
Site ID:	211790
Spill Number:	9511787
OP Unit ID:	1025996
OU:	01
Material ID:	359112
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

107	1 of 1	WSW	0.41 / 2,177.00	399.33	SURE GOODS FOODS 528 ERIE BLVD WEST SYRACUSE NY	LEAKING TANKS

Site ID:	265423	**DECREG:**	*7*
Spill NO:	9506402	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Overfill*
DER Fac ID:	216265	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	
Class:	C3	**Meets Std:**	*Yes*
Spill Date:	1995-08-24 09:30:00	**Water Body:**	
Close Date:	1999-07-08 00:00:00	**Rem Phase:**	*0*
Update Date:	1999-07-12 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Other*
Create Date:	1995-08-28 00:00:00	**After Hours:**	*No*
Received Date:	1995-08-24 09:53:00	**County:**	*Onondaga*
Latitude:	43.049930780	**Inspection Date:**	*1995-08-24 00:00:00*
Longitude:	-76.161393080		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	SURE GOOD FOODS
Spiller Address:	528 ERIE BLVD
Spiller City:	SYACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	265423

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spill Number:	9506402
OP Unit ID:	1021184
OU:	01
Material ID:	364367
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

108	1 of 1	S	0.41 / 2,183.92	392.44	500 WARREN ST 500 WARREN ST SYRACUSE NY	LEAKING TANKS

Site ID:	295387	**DECREG:**	*7*
Spill NO:	9810139	**Lead DEC:**	*CFMANNES*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	239034	**Source:**	*Institutional, Educational, Gov., Other*
Program Type:	ER	**Penalty:**	*Yes*
UST Trust:	Yes	**CID:**	*257*
Class:	C3	**Meets Std:**	*No*
Spill Date:	1998-11-11 09:21:00	**Water Body:**	
Close Date:	2000-04-24 00:00:00	**Rem Phase:**	*0*
Update Date:	2000-04-25 00:00:00	**Refer to:**	
CAC Date:	1999-04-01 00:00:00	**Reported By:**	*Fire Department*
Create Date:	1998-11-11 00:00:00	**After Hours:**	*Yes*
Received Date:	1998-11-11 13:14:00	**County:**	*Onondaga*
Latitude:	43.045426320	**Inspection Date:**	
Longitude:	-76.150896720		
Caller Remark:			
DEC Remark:			

Spiller Information

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Spiller Name:	PATRICIA FOSDICK
Spiller Company:	PATRICIA FOSDICK
Spiller Address:	11527 MEASHERWELL
Spiller City:	CAMDEN
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	LT CAVUTO
Contact Phone:	(315) 473-5671
Contact Ext.:	
--	--

109	1 of 1	SSE	0.42 / 2,193.35	394.50	CATHEDRAL IMMACULATE CON. 420 MONTGOMERY AVE SYRACUSE NY	LEAKING TANKS

Site ID:	317505	**DECREG:**	*7*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Spill NO:	8709428	**Lead DEC:**	*VOLLMER*
SWIS Code:	3415	**Contr Factor:**	*Tank Overfill*
DER Fac ID:	255926	**Source:**	*Tank Truck*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1988-02-05 12:00:00	**Water Body:**	
Close Date:	1988-02-05 00:00:00	**Rem Phase:**	*0*
Update Date:	1988-02-22 00:00:00	**Refer to:**	
CAC Date:	1988-02-05 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	1988-02-22 00:00:00	**After Hours:**	*No*
Received Date:	1988-02-05 12:13:00	**County:**	*Onondaga*
Latitude:	43.046491290	**Inspection Date:**	
Longitude:	-76.148866240		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	MOHAWK VALLEY OIL
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	317505
Spill Number:	8709428
OP Unit ID:	914844
OU:	01
Material ID:	464751
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	2.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
110	*1 of 3*	*SW*	*0.43 / 2,256.31*	*399.02*	***SYRACUSE CHILLDED PLOW CO*** ***501 W FAYETTE & 125*** ***MARCELLUS*** ***SYRACUSE NY 13204***	***CERCLIS***

Site ID:	0201897
Site EPA ID:	NYD980531164
NPL Status:	Not on the NPL

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information
Federal Facility:	Not a Federal Facility
Site Cnty Name:	ONONDAGA
CERCLIS Assess History	
--	--
Date Started:	
Date Completed:	
Site Description:	No description available
	.
--	--
CERCLIS Assess History	
--	--
Action:	DISCOVERY
Date Started:	
Date Completed:	6/5/1981 00:00:00
Site Description:	
--	--
CERCLIS Assess History	
--	--
Action:	PRELIMINARY ASSESSMENT
Date Started:	
Date Completed:	4/21/1987 00:00:00
Site Description:	
--	--
CERCLIS Assess History	
--	--
Action:	ARCHIVE SITE
Date Started:	
Date Completed:	4/21/1987 00:00:00
Site Description:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
110	2 of 3	SW	0.43 / 2,256.31	399.02	SYRACUSE CHILLDED PLOW CO 501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	CERCLIS NFRAP

Site ID:	201897
Site EPA ID:	NYD980531164
Site Fips Code:	36067
Federal Facility:	
Site Parent ID:	
Parent Site Name:	
Site Cngrsnl District Code:	33
Region Code:	2
State Code:	NY
Site Cnty Name:	ONONDAGA
CERCLIS-NFRAP Assess History	
--	--
Action:	DISCOVERY
Priority Level:	
Date Started:	
Date Completed:	6/5/1981
--	--
CERCLIS-NFRAP Assess History	
--	--
Action:	PRELIMINARY ASSESSMENT
Priority Level:	NFRAP
Date Started:	
Date Completed:	4/21/1987
--	--
CERCLIS-NFRAP Assess History	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Action:	ARCHIVE SITE
Priority Level:	
Date Started:	
Date Completed:	4/21/1987
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
110	3 of 3	SW	0.43 / 2,256.31	399.02	SYRACUSE CHILLDED PLOW CO 501 W FAYETTE & 125 MARCELLUS SYRACUSE NY 13204	SEMS ARCHIVE

Site ID:	0201897	FIPS Code:	36067
EPA ID:	NYD980531164	Cong District:	33
NPL:	Not on the NPL	County:	ONONDAGA
Federal Facility:	No	Region:	02
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
111	1 of 1	SSE	0.44 / 2,308.13	396.69	STEAM STATION 601 S. STATE ST SYRACUSE NY	LEAKING TANKS

Site ID:	93875	DECREG:	7
Spill NO:	8602554	Lead DEC:	HDWARNER
SWIS Code:	3415	Contr Factor:	Tank Failure
DER Fac ID:	84107	Source:	Institutional, Educational, Gov., Other
Program Type:	ER	Penalty:	No
UST Trust:	No	CID:	
Class:		Meets Std:	Yes
Spill Date:	1986-07-18 16:00:00	Water Body:	
Close Date:	1988-12-12 00:00:00	Rem Phase:	0
Update Date:	1988-12-12 00:00:00	Refer to:	
CAC Date:	1988-11-28 00:00:00	Reported By:	Responsible Party
Create Date:	1986-07-25 00:00:00	After Hours:	No
Received Date:	1986-07-18 16:20:00	County:	Onondaga
Latitude:	43.046253860	Inspection Date:	
Longitude:	-76.147400760		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	ONONDAGA COUNTY STEAM STA
Spiller Address:	PAUL ELLARD
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	93875
Spill Number:	8602554
OP Unit ID:	899836
OU:	01
Material ID:	478984
Material Code:	0003A
Material NA:	#6 fuel oil
CAS NO:	
Mat Family:	Petroleum

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Quantity:	200.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

112	1 of 1	SSE	0.44 / 2,311.81	394.41	MONTGOMERY STREET MONGOMERY ST AND MADISON SYRACUSE NY	LEAKING TANKS

Site ID:	316015	**DECREG:**	*7*
Spill NO:	0310457	**Lead DEC:**	*HDWARNER*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	254763	**Source:**	*Unknown*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*404*
Class:	D4	**Meets Std:**	*No*
Spill Date:	2003-12-10 10:12:00	**Water Body:**	
Close Date:	2003-12-15 00:00:00	**Rem Phase:**	*0*
Update Date:	2003-12-15 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Fire Department*
Create Date:	2003-12-10 00:00:00	**After Hours:**	*No*
Received Date:	2003-12-10 10:28:00	**County:**	*Onondaga*
Latitude:	43.045477966	**Inspection Date:**	
Longitude:	-76.148815932		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	
Spiller Address:	
Spiller City:	***Update***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	BARB WHITE
Contact Phone:	(315) 435-8884
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	316015
Spill Number:	0310457
OP Unit ID:	875549
OU:	01
Material ID:	499312
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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113 | **1 of 1** | **SSE** | **0.44 / 2,321.09** | **396.16** | **Spill Number 8601815**
600 S. STATE ST @ CIVIC CTR.
SYRACUSE NY | **LEAKING TANKS**

Site ID:	137258	**DECREG:**	*7*
Spill NO:	8601815	**Lead DEC:**	*UNASSIGNED*
SWIS Code:	3415	**Contr Factor:**	*Tank Overfill*
DER Fac ID:	117430	**Source:**	*Tank Truck*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:		**Meets Std:**	*Yes*
Spill Date:	1986-06-16 14:30:00	**Water Body:**	
Close Date:	1988-01-15 00:00:00	**Rem Phase:**	*0*
Update Date:	1995-01-03 00:00:00	**Refer to:**	
CAC Date:	1988-01-15 00:00:00	**Reported By:**	*Responsible Party*
Create Date:	1986-07-09 00:00:00	**After Hours:**	*No*
Received Date:	1986-06-16 14:50:00	**County:**	*Onondaga*
Latitude:	43.045931353	**Inspection Date:**	
Longitude:	-76.148157636		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	SEARS OIL
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	137258
Spill Number:	8601815
OP Unit ID:	899258
OU:	01
Material ID:	559760
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	50.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
114	1 of 1	NNW	0.44 / 2,330.39	378.33	**Rotondo Warehouse** **West Division Street** **Syracuse NY 13204**	SHWS

Site Code:	56344	**Record Update:**	*2003-12-16 00:00:00*
Site Class:	N	**Updated By:**	*kstang*
Program:	HW	**County:**	*Onondaga*
Hw Code:	734041	**Region:**	*7*
SWIS:	3415	**Town:**	*Syracuse (c)*
Acres:	1.000	**Latitude:**	*43.058969618*
Record Added:	1999-11-18 12:00:00	**Longitude:**	*-76.157820494*
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

Approximately 20 drums of various wastes were located in this active warehouse. The wastes were generated by Royal Research Labs,Inc. Royal Research was a plastic auto parts paint stripping firm which was located on Shonnard St. in Syracuse. In the early 1980's, the City of Syracuse condemned the building on Shonnard St., and some of the wastes were taken to the Rotondo Warehouse. A drum removal has taken place at this site by the responsible party.

ASSESSMENT:

No wastes remain at this site.

Owner	
--	--
Site Code:	56344
HW Code:	734041
Owner Op.:	01
Seq No.:	0000000
Sub Type:	E
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	4490 STEELWAY BLVD.
Owner Street 2:	
Owner City:	LIVERPOOL
Owner State:	NY
Owner Zip:	13088
Country:	United States of America
--	--
Owner	
--	--
Site Code:	56344
HW Code:	734041
Owner Op.:	04
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	SHONNARD ST.
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

--	--
Site Code:	56344
HW Code:	734041
Owner Op.:	01
Seq No.:	0000001
Sub Type:	NNN
Owner Name:	
Owner Company:	Rotondo Warehouses
Owner Street:	4490 Steelway Boulevard
Owner Street 2:	
Owner City:	Liverpool
Owner State:	NY
Owner Zip:	13088
Country:	United States of America
--	--
Owner	
--	--
Site Code:	56344
HW Code:	734041
Owner Op.:	03
Seq No.:	0000000
Sub Type:	NNN
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	
Owner Street 2:	
Owner City:	
Owner State:	ZZ
Owner Zip:	
Country:	United States of America
--	--
Owner	
--	--
Site Code:	56344
HW Code:	734041
Owner Op.:	04
Seq No.:	0000001
Sub Type:	NNN
Owner Name:	
Owner Company:	Raymond Lee, Royal Research Labs,Inc
Owner Street:	Shonnard Street
Owner Street 2:	
Owner City:	Syracuse
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
115	1 of 3	NNE	0.44 / 2,336.87	445.71	OTISCA OIL 900 NORTH MCBRIDE STREET SYRACUSE NY 13208	CERCLIS

Site ID:	0206223
Site EPA ID:	NYN000206223
NPL Status:	Not on the NPL
Non NPL Status:	Removal Only Site (No Site Assessment Work Needed)
Federal Facility:	Not a Federal Facility
Site Cnty Name:	ONONDAGA
CERCLIS Assess History	
--	--
Date Started:	
Date Completed:	
Site Description:	Petroleum fuels research. Brick building located in Syracuse, NY

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

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CERCLIS Assess History

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Action: REMOVAL ASSESSMENT
Date Started:
Date Completed: 7/2/2008 00:00:00
Site Description:

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CERCLIS Assess History

-- --

Action: REMOVAL
Date Started: 4/1/2008 00:00:00
Date Completed: 9/17/2008 00:00:00
Site Description:

-- --

CERCLIS Assess History

-- --

Action: POTENTIALLY RESPONSIBLE PARTY EMERGENCY REMOVAL
Date Started: 4/1/2008 00:00:00
Date Completed: 4/4/2008 00:00:00
Site Description:

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115	2 of 3	NNE	0.44 / 2,336.87	445.71	**Otisca Building** **900 North McBride Street (& Butternut)** **Syracuse NY 13208**	ERP

Site Code: 375836
Site Class: N
Program: ERP
HW Code: E734109
SWIS: 3415
Acres: 0.330
County: Onondaga
Site Class Description:
Assess DOH:
DESCRIPTION:

Region: 7
Town: Syracuse (c)
Record Added: 2007-01-09 10:47:00
Record Update: 2014-02-19 15:53:00
Updated By: HDWARNER
Latitude: 43.059408056
Longitude: -76.148526275

The site consists of approximately 0.33 acres which includes an unoccupied three-story brick and stone building constructed in approximately 1900. The building was initially occupied by the Thomas Ryan Consumers Brewing Company from 1900 to 1924. Thereafter, various businesses used the site as a storage and trucking facility from the 1930s up until 1981, after which time Otisca Industries utililized the building for research and development of "Otisca Fuel", a petroleum fuel alternative using coal-based slurry as a primary source. A preliminary investigation conducted on behalf of the City of Syracuse revealed several 55-gallon drums containg coal/water slurry by-products along with approximately 200 gallons of laboratory chemicals. A structural survey performed on behalf of the City in the fall of 2007 concluded that the roof and one or more of the interior floors are in danger of collapse. Given these conditions and the presence of unsecured chemicals on the first floor and in the basement, the USEPA was contacted in February 2008 by the Department to perform an Emergency Removal Action. Operations were performed between May and September 2008, and included the cataloging and removal of thousands of various lab chemicals by a USEPA contractor. All chemicals of concern were removed and disposed. No further action was deemed necessary. the City of Syracuse withdrew from the ERP in the spring of 2009. No further action site is no longer an ERP

ASSESS ENV:

The City of Syracuse observed some roof and upper floor damge in the on-site structure in the summer of 2007 and had a structual survey conducted later that fall. The survey indicated that the structural integrity of the roof and the 3rd and 2nd floors was compromised. Given the presence of unsecured chemicals on the first floor and in the basement of the building, the matter was referred to the USEPA in February 2008 for an Emergency Removal Action. Emergency Response Action Conducted May to September 2008. Thousands (vials) of lab chemicals recovered along with ~250 tons of Pea -coal removed from the basement. USEPA contractor removed all chemicals of concern. No further Action required. City of Syracuse withdrew from ERP program Spring 2009.

Owner

-- --
Site Code: 375836
HW Code: E734109
Owner Op.: 06
Seq No.: 0000001

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Sub Type:	C01
Owner Name:	MATHEW J. DRISCOLL
Owner Company:	SYRACUSE, NY
Owner Street:	233 EAST WASHINGTON STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13212
Country:	United States of America
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
115	3 of 3	NNE	0.44 / 2,336.87	445.71	OTISCA OIL 900 NORTH MCBRIDE STREET SYRACUSE NY 13208	SEMS

Site ID:	0206223	**Cong District:**	25
EPA ID:	NYN000206223	**County:**	ONONDAGA
Federal Facility:	No	**Region:**	02
NPL:	Not on the NPL	**Latitude:**	
FIPS Code:	36067	**Longitude:**	
Non NPL Status:	Removal Only Site (No Site Assessment Work Needed)		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
116	1 of 1	SE	0.46 / 2,435.59	400.68	FORMER ACCURATE DIE SITE 547 EAST GENESEE STREET SYRACUSE NY	LEAKING TANKS

Site ID:	129682	**DECREG:**	7
Spill NO:	9416408	**Lead DEC:**	CFMANNES
SWIS Code:	3415	**Contr Factor:**	Tank Failure
DER Fac ID:	111787	**Source:**	Commercial/Industrial
Program Type:	ER	**Penalty:**	No
UST Trust:	Yes	**CID:**	
Class:	C3	**Meets Std:**	No
Spill Date:	1995-03-20 10:30:00	**Water Body:**	
Close Date:	1996-01-01 00:00:00	**Rem Phase:**	0
Update Date:	1996-12-04 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	Other
Create Date:	1995-04-11 00:00:00	**After Hours:**	No
Received Date:	1995-03-20 11:19:00	**County:**	Onondaga
Latitude:	43.047846980	**Inspection Date:**	
Longitude:	-76.144778400		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	FORMER ACCURATE DIE SITE
Spiller Address:	547 EAST GENESEE STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	129682
Spill Number:	9416408
OP Unit ID:	1013632
OU:	01
Material ID:	371569

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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117 | **1 of 1** | **NW** | **0.48 / 2,522.45** | **375.82** | **J & S LEASING**
212 SOLAR STREET
SYRACUSE NY | **LEAKING TANKS**

Site ID:	143307	**DECREG:**	*7*
Spill NO:	9710063	**Lead DEC:**	*MENASH*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	122228	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	*999*
Class:	B4	**Meets Std:**	*No*
Spill Date:	1997-10-31 09:30:00	**Water Body:**	
Close Date:	2002-06-03 00:00:00	**Rem Phase:**	*0*
Update Date:	2002-06-03 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Responsible Party*
Create Date:	1997-12-01 00:00:00	**After Hours:**	*No*
Received Date:	1997-10-31 10:30:00	**County:**	*Onondaga*
Latitude:	43.058824650	**Inspection Date:**	
Longitude:	-76.159018930		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	SAM ROTONDO
Spiller Company:	J & S LEASING
Spiller Address:	212 SOLAR STREET
Spiller City:	SYRACUSE
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	SAM ROTONDO
Contact Phone:	(000) 457-4211
Contact Ext.:	
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118 | **1 of 1** | **N** | **0.48 / 2,545.97** | **406.32** | **Hiawatha Used Cars Inc & Auto Parts**
1006 North State Street
Syracuse NY 13208 | **SWF/LF**

Active:	No	**Owner Address:**	*311 Hamilton Road*
Activity No:	[7056143]	**Owner Addr2:**	
Regltry Status:		**Owner City:**	*North Syracuse*
Accuracy Code:	4 - GIS Assisted	**Owner State:**	*NY*

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Auth No:	DMV #7056143	**Owner ZIP:**	*13212*
Auth Issue Dt:		**Owner Email:**	*mmauro4@verizon.net*
Operator Name:		**Owner Phone:**	*3154580024*
Operator Type:		**Contact Name:**	*Mike Mauro Sr.*
Expiration Date:		**Contact Addr:**	
Region:	7	**Contact Addr2:**	
County:	Onondaga	**Contact City:**	
East Coord:	405998	**Contact State:**	
North Coord:	4768174	**Contact ZIP:**	
Phone No:	3154714542	**Contact Email:**	*Hiawatha5@verizon.net*
Owner Name:	Mike Mauro Sr.	**Contact Phone:**	*3154714542*
Owner Type:	Private		
Date of Last Inspection:	4/28/2016		
Activity Desc:	Vehicle Dismantling		
Waste Types:			

119	*1 of 1*	***SSW***	***0.48 / 2,555.65***	***390.89***	***513 WEST STREET 513 SOUTH WEST STREET SYRACUSE NY***	***LEAKING TANKS***

Site ID:	203639	**DECREG:**	*7*
Spill NO:	9416209	**Lead DEC:**	*MENASH*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	169350	**Source:**	*Private Dwelling*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	No	**CID:**	
Class:	C4	**Meets Std:**	*Yes*
Spill Date:	1995-03-15 12:00:00	**Water Body:**	
Close Date:	1995-04-13 00:00:00	**Rem Phase:**	*0*
Update Date:	1995-04-28 00:00:00	**Refer to:**	
CAC Date:	1995-04-13 00:00:00	**Reported By:**	*Other*
Create Date:	1995-03-15 00:00:00	**After Hours:**	*No*
Received Date:	1995-03-15 12:05:00	**County:**	*Onondaga*
Latitude:	43.045567340	**Inspection Date:**	
Longitude:	-76.158339570		
Caller Remark:			
DEC Remark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	GARY DE WATER
Spiller Address:	513 SOUTH WEST ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
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Material Information

--	--
Site ID:	203639
Spill Number:	9416209
OP Unit ID:	1009668
OU:	01
Material ID:	371373
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
120	1 of 1	S	0.49 / 2,580.86	391.98	HARRISON PARKING GARAGE WARREN & HARRISON ST SYRACUSE NY	LEAKING TANKS

Site ID:	121632	**DECREG:**	*7*
Spill NO:	9010749	**Lead DEC:**	*VOLLMER*
SWIS Code:	3415	**Contr Factor:**	*Tank Failure*
DER Fac ID:	105583	**Source:**	*Commercial/Industrial*
Program Type:	ER	**Penalty:**	*No*
UST Trust:	Yes	**CID:**	
Class:	C3	**Meets Std:**	*No*
Spill Date:	1991-01-05 12:01:00	**Water Body:**	
Close Date:	1999-11-26 00:00:00	**Rem Phase:**	*0*
Update Date:	1999-11-26 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	*Other*
Create Date:	1991-01-13 00:00:00	**After Hours:**	*No*
Received Date:	1991-01-08 13:20:00	**County:**	*Onondaga*
Latitude:	43.044304938	**Inspection Date:**	
Longitude:	-76.150854010		
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	HARRISON PARK GARAGE CORP
Spiller Address:	SUITE 702 - MONY TOWER 2
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13202
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	121632
Spill Number:	9010749
OP Unit ID:	947890
OU:	01
Material ID:	562056
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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121 | **1 of 1** | **WNW** | **0.49 / 2,581.18** | **404.58** | **Big D's Auto**, **321 Leavenworth Ave**, **Syracuse NY 13204** | **SWF/LF**

Active:	Yes	**Owner Address:**	*321 Leavenworth Ave*
Activity No:	[34J00]	**Owner Addr2:**	
Regltry Status:		**Owner City:**	*Syracuse*
Accuracy Code:	1 - No accuracy stated	**Owner State:**	*NY*
Auth No:		**Owner ZIP:**	*13204*
Auth Issue Dt:		**Owner Email:**	
Operator Name:		**Owner Phone:**	*3153741620*
Operator Type:		**Contact Name:**	
Expiration Date:		**Contact Addr:**	
Region:	7	**Contact Addr2:**	
County:	Onondaga	**Contact City:**	
East Coord:	405250	**Contact State:**	
North Coord:	4767527	**Contact ZIP:**	
Phone No:		**Contact Email:**	
Owner Name:	Dave Ibrahim	**Contact Phone:**	
Owner Type:	Private		
Date of Last Inspection:			
Activity Desc:	Vehicle Dismantling		
Waste Types:			

122 | **1 of 2** | **ESE** | **0.49 / 2,588.37** | **406.78** | **700 Out Parcel, LLC**, **701-709 East Water Street**, **Syracuse NY 13202** | **BROWNFIELDS**

Site Code:	381036	**Region:**	*7*
Site Class:	A	**Town:**	*Syracuse (c)*
Program:	BCP	**Record Added:**	*2007-05-07 10:28:00*
HW Code:	C734111	**Record Update:**	*2016-07-14 10:25:00*
SWIS:	3415	**Updated By:**	*HDWARNER*
Acres:	0.440	**Latitude:**	*43.061388889*
County:	Onondaga	**Longitude:**	*-76.150000000*
Site Class Desc:	Active		
Assess DOH:	People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Currently a fence surrounds the site. Because some contaminated soils remain at the site below the pavement and gravel fill, people will not come into contact with contaminated soils unless they dig below the surface materials. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because there is no on-site building, inhalation of site contaminants in indoor air due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site development. Actions have been implemented to address off-site soil vapor concerns associated with the adjacent Midtown Plaza site building. The potential off-site soil vapor concerns are limited to this one building.		

DESCRIPTION:

Location: The site is located at 701-709 East Water Street in the City of Syracuse, Onondaga County, New York. The site is located in an urban area, bordered by Almond Street to the west, Erie Blvd. East to the north, and Syracuse UniversityÆs Center of Excellence for Research and Development to the south. The site lies within the shadows of the elevated interstate highway exchanges of Interstate Route 81 north-bound and Interstate 690 east-bound. Site Features: The site is approximately 0.43 acres in size. Currently the site is a vacant parking lot with broken-up pavement and gravel surface. Current Zoning and Land Use: The site and surrounding properties are located in a commercial-retail use zoned urban area. The property was last used as a commuter parking lot. Currently the site is not being utilized and fencing surrounds the property. Past Use of the Site: From 1949 to

1964, the site operated as a gasoline filling station and included five (5) gasoline underground storage tanks (USTs), one fuel-oil UST and one waste-oil UST. Thereafter, it has been used as a parking lot. Upon discovery of petroleum-impacted soils on two separate occasions the New York State Department of Environmental Conservation (NYSDEC) Spill Hotline was called, and spill ID Numbers 01-11549 (March 7, 2002) and 06-10014 (December 4, 2006) were assigned to the site. As part of the 2006 spill response, seven underground storage tanks (USTs) were removed from the site which included the removal of: four 1,000-gallon gasoline USTs, two 550-gallon USTs (one fuel oil and one waste oil) and one 4,200-gallon gasoline UST. Approximately 1,800 tons of contaminated soil was staged on-site during the removal of the former USTs. In May 2008, these soils were removed from the site and disposed at a regulated landfill. Several investigations were conducted and corresponding reports prepared in regard to contamination and clean-up measures at the site before entering the Brownfield Cleanup Program. Site Geology and Hydrogeology: The top 18 inches of the site consist of several layers of pavement and gravel. Underlying this layer the soil is urban fill material including brick rubble, coal-ash, stone, sand, some lumber and broken up pavement to a depth of approximately five to six feet. The urban fill layer is underlain by a layer of brownish sand with some fine gravel and silty-clays from 7 to 13 feet. Underlying this layer is a fine light brown sand along with a dry very stiff compact silt-clay layer from 14 to 18 feet. Groundwater is encountered at approximately 7 feet below grade, with a flow direction to the south-southeast.

ASSESSMENT:

Soil: Soil samples were obtained from soil borings/monitoring wells on-site and from some borings/wells located just off of the site boundaries to the north and south from approximately 8 to 12 feet below grade surface (bgs) and from test pits located on-site or within the fence line at 2 to 13 feet bgs. Surface soil samples (0 to 2 inches) were not collected because the site surface consists largely of pavement, broken-up pavement and gravel back-fill material. Three volatile organic compounds (VOCs) were found at concentrations above the unrestricted use Soil Cleanup Objectives (SCOs). Specifically, 1,2,4-trimethylbenzene at one location approximately 8 to 12 feet bgs at 12 ppm compared to the unrestricted SCO of 3.6 ppm; acetone at five locations at depths ranging from 2 to 12 feet bgs at concentrations ranging from 0.055 to 0.330 ppm compared to the unrestricted SCO of 0.05 ppm; and xylene at six locations at depths ranging from 2 to 14 feet bgs with concentrations ranging from 0.260 to 0.540 ppm compared to the unrestricted SCO of 0.26 ppm.. No VOCs were found at concentrations above commercial use SCOs. Fourteen semi-volatile organic compounds (SVOCs) were found across the site at concentrations above the unrestricted use SCOs mostly from depths ranging from 4 to 13 feet bgs. These SVOCs are acenaphthene, dibenz (a,h) anthracene, benzo (a) anthracene, fluoranthene, benzo (b) fluoranthene, fluorene, benzo (k) fluoranthene, indo (1,2,3 cd) pyrene ,benzo (a) pyrene, naphthalene, benzo (g,h,i)perylene, phenanthrene, chrysene and pyrene. Seven of these SVOCs benzo (a) anthracene, chrysene, benzo (a) pyrene, dibenz (a,h) anthracene, benzo (b) fluoranthene, indo (1,2,3 cd) pyrene and benzo (k) fluoranthene exhibited concentrations above commercial use SCOs across the site. However, samples collected outside the outer edge of the site boundary did not exceed unrestricted SCOs for site related SVOCs. Seven metals arsenic, barium, copper, lead, mercury, nickel, and zinc were found above unrestricted use SCOs across the site. Two of these metals (arsenic (2 samples) and barium (1 sample)) were found at concentrations above commercial use SCOs with arsenic at 33 and 21 ppm compared to the commercial SCO of 16 ppm and barium at 660 ppm compared to the commercial use SCO of 400 ppm. Samples collected just outside the outer edge of the site boundary only slightly exceeded the unrestricted SCO for arsenic [13ppm] with a concentration of 14ppm in one sample at 8 to 12 feet bgs. No polychlorinated biphenyls (PCBs) were detected. Groundwater: Groundwater samples were collected from eleven groundwater monitoring wells, nine of which were along or just outside the site boundaries. Sample results indicate that the groundwater is contaminated by VOCs in excess of applicable standards in two on-site wells [near historic source areas] and in two of the perimeter wells located to the west and south of the site. ,. These VOCs are benzene up to 214 parts per billion (ppb) compared to the 1 ppb standard; ethyl benzene up to 404 ppb compared to the 5 ppb standard; isopropyl benzene up to 54 ppb compared to the 5 ppb standard; n-butyl benzene up to 11.6 ppb compared to the 5 ppb standard; n-propyl benzene up to 99.4 ppb compared to the 5 ppb standard; naphthalene up to 111 ppb compared to the 10 ppb standard; p-isopropyl toluene up to 7.54 ppb compared to the 5 ppb standard; sec-butyl benzene up to 8.0 ppb compared to the 5 ppb standard; xylene up to 689 ppb compared to the 15 ppb standard; 1,2,4 trimethylbenzene at 628 ppb compared to the 5 ppb standard; 1,3,5 trimethylbenzene at 176 ppb compared to the 1 ppb standard; and toluene up to 109 ppb compared to the 5 ppb standard . One SVOC, naphthalene, was found in excess of the guidance value of 10 ppb in the two on-site wells in the siteÆs interior up to 77 ppb but no SVOCs were found in excess of guidance values in the wells located along or just outside the site boundaries. Metals were found in some of the wells along or just outside the site boundaries above applicable guidance values for antimony, arsenic, chromium, lead, and zinc in excess of their respective guidance values. Arsenic was found up to 33ppb compared to its guidance value of 25 ppb; chromium was found up to 95ppb compared to its guidance value of 50 ppb; lead was found up to 64ppb compared to its guidance value of 25 ppb; and zinc was found up to 240ppb compared to its guidance value of 200 ppb. These metals are attributed to urban fill (e.g. ash), especially along the siteÆs northern property line adjacent to Erie Boulevard which was the former Erie Canal that was abandoned and filled-in-place. Elevated metals may also be attributed to suspended solids in these samples which is supported by the lower concentrations of these metals in samples collected from permanent monitoring wells which are less prone to introduction of solids in the samples. Soil Vapor: Soil vapor was not sampled and there are currently no buildings on-site. However based on the results of the soil boring and groundwater investigations there is a potential for on-site soil vapor intrusion into any buildings that may be constructed on-site. The property across Water Street which is directly south of the site, is the Former Midtown Plaza ERP Site which was redeveloped as the Syracuse University Center of Excellence (COE). Although an assessment of site conditions did not find that a mitigation system was warranted, Syracuse University installed and maintains a soil vapor mitigation system.

Materials	
--	--
Site Code:	381036
HW Code:	C734111
Waste Name:	indeno(1,2,3-cd)pyrene
Waste Quantity:	UNKNOWN
Waste Code:	
--	--
Materials	
--	--
Site Code:	381036
HW Code:	C734111
Waste Name:	XYLENE (MIXED)
Waste Quantity:	UNKNOWN
Waste Code:	

-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: BENZO(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: CYMENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: TOLUENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: ETHYLBENZENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: Chrysene
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: Butylbenzene
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: BARIUM
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036

HW Code: C734111
Waste Name: 1,2,4-TRIMETHYLBENZENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: N-PROPYLBENZENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: 1,3,5-Trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: BENZO[K]FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: Sec-Butylbenzene
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: NAPHTHALENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: ARSENIC
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: BENZENE
Waste Quantity: UNKNOWN
Waste Code:

-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: Isopropylbenzene
Waste Quantity: UNKNOWN
Waste Code:
-- --
Materials
-- --
Site Code: 381036
HW Code: C734111
Waste Name: DIBENZ[A,H]ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code:
-- --
Owner
-- --
Site Code: 381036
HW Code: C734111
Owner Op.: 06
Seq No.: 0000001
Sub Type: P03
Owner Name: NORMAN SWANSON
Owner Company: 700 OUT PARCEL, LLC C/O WOODBINE GROUP
Owner Street: 505 EAST FAYETTE STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
-- --
Owner
-- --
Site Code: 381036
HW Code: C734111
Owner Op.: 19
Seq No.: 0000001
Sub Type: NNN
Owner Name: LOCAL HISTORY DEPARTMENT
Owner Company: ONONDAGA COUNTY PUBLIC LIBRARY
Owner Street: 447 SOUTH SALINA STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
-- --
Owner
-- --
Site Code: 381036
HW Code: C734111
Owner Op.: 01
Seq No.: 0000001
Sub Type: 06
Owner Name: NORMAN SWANSON
Owner Company: SWANSON FAYETTE ASSOCIATES, LLC/WOODBINE GROUP
Owner Street: 505 EAST FAYETTE STREET
Owner Street 2:
Owner City: SYRACUSE
Owner State: NY
Owner Zip: 13202
Country: United States of America
-- --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
122	2 of 2	ESE	0.49 / 2,588.37	406.78	U-HAUL 701-709 EAST WATER ST SYRACUSE NY	LEAKING TANKS

Site ID:	121961	**DECREG:**	7
Spill NO:	0111549	**Lead DEC:**	CFMANNES
SWIS Code:	3415	**Contr Factor:**	Tank Failure
DER Fac ID:	105785	**Source:**	Gasoline Station or other PBS Facility
Program Type:	ER	**Penalty:**	No
UST Trust:	Yes	**CID:**	396
Class:	C3	**Meets Std:**	No
Spill Date:	2002-03-07 09:00:00	**Water Body:**	
Close Date:	2003-11-05 00:00:00	**Rem Phase:**	0
Update Date:	2003-11-05 00:00:00	**Refer to:**	
CAC Date:		**Reported By:**	Other
Create Date:	2002-03-07 00:00:00	**After Hours:**	No
Received Date:	2002-03-07 11:53:00	**County:**	Onondaga
Latitude:	43.050431860	**Inspection Date:**	
Longitude:	-76.142026970		
Caller Remark:			
DEC Remark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	RICH MCKENNA
Contact Phone:	(315) 472-6980
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	121961
Spill Number:	0111549
OP Unit ID:	850197
OU:	01
Material ID:	525568
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
123	1 of 2	SSW	0.49 / 2,602.93	390.94	Syracuse Auto Dynamics(400 Bk of SW St) 517 South West Street and Fabius	BROWNFIELDS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Street
Syracuse NY 13202-

Site Code:	57357	**Region:**	7
Site Class:	N	**Town:**	Syracuse (c)
Program:	BCP	**Record Added:**	2004-03-30 09:37:00
HW Code:	C734096	**Record Update:**	2007-02-15 09:12:00
SWIS:	3415	**Updated By:**	KXCarpen
Acres:	1.000	**Latitude:**	43.045002591
County:	Onondaga	**Longitude:**	-76.157912591
Site Class Desc:			
Assess DOH:			
DESCRIPTION:			

See Site, #V00452

ASSESSMENT:

Owner	
--	--
Site Code:	57357
HW Code:	C734096
Owner Op.:	06
Seq No.:	0000002
Sub Type:	ZZZ
Owner Name:	
Owner Company:	415 SOUTH WEST STREET, LLC
Owner Street:	C/O S&W REDEV.LLC, 1 REMINGTON PARK
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--
Owner	
--	--
Site Code:	57357
HW Code:	C734096
Owner Op.:	01
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	DANIEL REINHARDT
Owner Street:	517 SOUTH WEST STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

123	2 of 2	SSW	0.49 / 2,602.93	390.94	**Syracuse Auto Dynamics(400 Bk of SW St)** **517 South West Street and Fabius Street** **Syracuse NY 13202-**	VCP

Site Code:	57026	**Record Added:**	2001-03-27 09:09:00
Site Class:	N	**Record Update:**	2005-03-25 15:04:00
Program:	VCP	**Updated By:**	RJBRAZEL
HW Code:	V00452	**County:**	Onondaga
SWIS:	3415	**Town:**	Syracuse (c)
Acres:		**Latitude:**	43.045008647
Region:	7	**Longitude:**	-76.157745919
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

The Syracuse Auto dynamics site is located at 517 South West Street and Fabius Street within the city of Syracuse, Onondaga County. The site is currently used as a automobile custimization business with one structure. Historicl information on the site indicates that former gas station was located here during 1940's and 50's. The surrrounding property uses are all commercial. Historicaly there is no information as to whether contamination exists but the former underground fuel storage tanks would be a potential source. No investigations have been performed at this site.

ASSESSMENT:

Owner	
--	--
Site Code:	57026
HW Code:	V00452
Owner Op.:	01
Seq No.:	0000001
Sub Type:	ZZZ
Owner Name:	DANIEL REINHARDT
Owner Company:	Syracuse Auto Dynamics(400 Bk of SW St)
Owner Street:	517 SOUTH WEST STREET
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--
Owner	
--	--
Site Code:	57026
HW Code:	V00452
Owner Op.:	06
Seq No.:	0000002
Sub Type:	10
Owner Name:	
Owner Company:	415 SOUTH WEST STREET LLC
Owner Street:	C/O S&W REDEV.LLC-1 REMINGTON PK DR
Owner Street 2:	
Owner City:	CAZENOVIA
Owner State:	NY
Owner Zip:	13035
Country:	United States of America
--	--

124	***1 of 1***	***NW***	***0.58 / 3,063.12***	***362.46***	***American Bag and Metal, Inc. 400 Spencer Street Syracuse NY 13204***	***SHWS***

Site Code:	56359	***Record Update:***	*2013-10-25 13:44:00*
Site Class:	N	***Updated By:***	*RXMUSTIC*
Program:	HW	***County:***	*Onondaga*
Hw Code:	734069	***Region:***	*7*
SWIS:	3415	***Town:***	*Syracuse (c)*
Acres:	0.500	***Latitude:***	*43.058068300*
Record Added:	1999-11-18 12:00:00	***Longitude:***	*-76.163450080*
Site Class Description:			
Assess DOH:			
DESCRIPTION:			

The ABM Site is comprised of 2 parcels located at 400-404 (Tax #117.-08-07.0) and 380 (Tax #117.-08-06.1) Spencer Street in the City of Syracuse, Onondaga County, New York. The site is surrounded by Kirkpatrick Street (North), Spencer Street (South), the City of Syracuse property (West), and an industrial area (East). The parcels total approximately 2.7 acres in size and are separated by Onondaga Creek, a tributary to Onondaga lake. The West Parcel includes an area of approximately 0.6 acres, and the larger East Parcel includes an area of approximately 2.1 acres. The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is currently vacant land. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088). Remediation on the West Parcel included soil excavation, and off-site disposal, of PCB contaminated soil greater than 10 ppm. Remediation on the East Parcel included excavation and off-site disposal of the paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COC was issued on December 22, 2006. Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A.

ASSESSMENT:

PCB contamination of soils has been confirmed on the West Parcel. Paint waste contamination has been confirmed on the East Parcel in both groundwater and soil. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088). Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A.

Owner
-- --
Site Code: 56359
HW Code: 734069
Owner Op.: 04
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204
Country: United States of America
-- --

Owner
-- --
Site Code: 56359
HW Code: 734069
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204
Country: United States of America
-- --

Owner
-- --
Site Code: 56359
HW Code: 734069
Owner Op.: 01
Seq No.: 0000001
Sub Type: NNN
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204
Country: United States of America
-- --

Owner
-- --
Site Code: 56359
HW Code: 734069
Owner Op.: 04
Seq No.: 0000001
Sub Type: NNN
Owner Name:
Owner Company: American Bag and Metal, Inc.
Owner Street: 400 Spencer Street
Owner Street 2:
Owner City: Syracuse
Owner State: NY
Owner Zip: 13204

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Country: United States of America
-- --

Owner
-- --
Site Code: 56359
HW Code: 734069
Owner Op.: 03
Seq No.: 0000000
Sub Type: NNN
Owner Name:
Owner Company: AMERICAN BAG AND METAL, INC.
Owner Street:
Owner Street 2:
Owner City:
Owner State: ZZ
Owner Zip:
Country: United States of America
-- --

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB
125	1 of 1	SW	0.79 / 4,187.16	395.57	Old Tip-Top Bakery Shonnard Street Syracuse NY 13204	SHWS

Site Code: 58114
Site Class: C
Program: HW
Hw Code: 734042
SWIS: 3415
Acres: 1.000
Record Added: 1999-11-18 12:00:00
Record Update: 2007-05-09 09:21:00
Updated By: DXSMITH
County: Onondaga
Region: 7
Town: Syracuse (c)
Latitude: 43.041875209
Longitude: -76.162538376
Site Class Description: Completed
Assess DOH: The site is in an area which is served by public water. NYSDOH has observed evidence of site trespass during a past site investigation. NYS DEC completed a drum removal in 1991. The City of Syracuse conducted follow-up soil sampling in the Spring of 1992 and no residual contamination was found. The site was delisted in December 1992 and there are no known outstanding health concerns associated with exposure to site contaminants.

DESCRIPTION:

Royal Research Labs was a paint stripping firm and manufacturer of plastic automotive parts. It was located on Shonnard Street. The facility was declared unsafe and the building was condemned by the Syracuse Fire Department in the early 1980's. Approximately 50 drums and containers of chemicals were moved from the Royal Research Lab to the Tip-Top Bakery building, which is also located on Shonnard Street. Some of the chemicals have spilled onto the floor of the building. Analytical results of samples taken, reveal that some of the wastes were ignitable and corrosive. Many of the drums have been removed from the building, but a few still remain scattered through-out. Some were found to contain hazardous waste. In 1991, the DEC initiated a final drum removal. The drum removal was completed by November of 1991. A thorough follow-up investigation with sampling was conducted by the City of Syracuse during the spring of 1992. Sampling analysis revealed no residual contamination from the hazardous waste.

ASSESSMENT:

All remaining drums & containers that were stored in this building were removed by November of 1992. The City of Syracuse's follow-up investigation revealed no residual contamination resulting from the drums.

Materials
-- --
Site Code: 58114
HW Code: 734042
Waste Name: IGNITABLE AND CORROSIVE WASTES
Waste Quantity: APPROXIMATELY 43 DRUMS
Waste Code:
-- --

Owner
-- --
Site Code: 58114
HW Code: 734042
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: Roman Bouchard

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner Street:	
Owner Street 2:	
Owner City:	
Owner State:	ZZ
Owner Zip:	
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58114
HW Code:	734042
Owner Op.:	04
Seq No.:	0000001
Sub Type:	NNN
Owner Name:	
Owner Company:	Raymond Lee, Royal Research Labs
Owner Street:	Shonnard Street
Owner Street 2:	
Owner City:	Syracuse
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58114
HW Code:	734042
Owner Op.:	04
Seq No.:	0000001
Sub Type:	E
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	SHONNARD ST.
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13204
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58114
HW Code:	734042
Owner Op.:	01
Seq No.:	0000000
Sub Type:	E
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	
Owner Street 2:	
Owner City:	
Owner State:	ZZ
Owner Zip:	
Country:	United States of America
--	--
Owner	
--	--
Site Code:	58114
HW Code:	734042
Owner Op.:	03
Seq No.:	0000000
Sub Type:	NNN
Owner Name:	
Owner Company:	RAYMOND LEE, ROYAL RESEARCH LABS, IN
Owner Street:	
Owner Street 2:	
Owner City:	
Owner State:	ZZ

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner Zip:
Country: United States of America
-- --

---

126 **1 of 1** **WSW** **0.88 / 4,665.19** **398.03** **Rockwell Plant Site**
Marcellus Street
Syracuse NY 13210 **SHWS**

Site Code:	56335	**Record Update:**	2007-05-03 14:00:00
Site Class:	C	**Updated By:**	DXSMITH
Program:	HW	**County:**	Onondaga
Hw Code:	734022	**Region:**	7
SWIS:	3415	**Town:**	Syracuse (c)
Acres:	2.000	**Latitude:**	43.045394831
Record Added:	1999-11-18 12:00:00	**Longitude:**	-76.169103735

Site Class Description: Completed
Assess DOH: Remedial efforts by responsible parties have eliminated contaminants. Site has been delisted.
ASSESSMENT:

Site has been remediated. There is no indication of groundwater contamination.

DESCRIPTION:

Former Rockwell Plant site that is no longer in business. Several electrical transformers were dismantled in order to salvage the copper in them. During thedismantling an estimated 100 gallons of transformer oil containing PCBs spilled. The PCB oil spilled on the soil and sample analysis showed levels up to 510 ppm of Aroclor 1260 in one sample. DOT/DEC conducted a clean-up of the PCB spill. The abandoned site was secured & signs were been posted for public awareness. Waste fuels were suspected to have been burned on site. A Phase I study was completed. A PRP Phase II Investigation was completed in 1987. During the PCB oil spill clean-up a number of other areas of concern were revealed. Among the concerns were buried tanks, extensive areas of contaminated soil and waste oil in the collection sumps. In 1988 11 buried tanks and 300 cubic yards of contaminated soil were removed from the site. During this removal, spent petroleum by-products were also discovered. This site has had hazardous waste removed. Hazardous waste removal was completed in the Spring of 1990. Groundwater monitoring did not indicate contamination.

Materials
-- --
Site Code: 56335
HW Code: 734022
Waste Name: PCBS
Waste Quantity: APPROX. 100 GALLONS
Waste Code:
-- --

Owner
-- --
Site Code: 56335
HW Code: 734022
Owner Op.: 03
Seq No.: 0000000
Sub Type: NNN
Owner Name:
Owner Company: ROCKWELL, INC.
Owner Street:
Owner Street 2:
Owner City:
Owner State: ZZ
Owner Zip:
Country: United States of America
-- --

Owner
-- --
Site Code: 56335
HW Code: 734022
Owner Op.: 01
Seq No.: 0000001
Sub Type: E
Owner Name:
Owner Company: Rockwest Developers, Inc.
Owner Street: PO BOX 7057
Owner Street 2:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev (ft)	Site	DB

Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13261
Country:	United States of America
--	--
Owner	
--	--
Site Code:	56335
HW Code:	734022
Owner Op.:	01
Seq No.:	0000000
Sub Type:	E
Owner Name:	
Owner Company:	ROCKWELL, INC.
Owner Street:	PO BOX 7057
Owner Street 2:	
Owner City:	SYRACUSE
Owner State:	NY
Owner Zip:	13261
Country:	United States of America
--	--

127	1 of 1	NW	0.98 / 5,188.78	362.29	ONONDAGA LAKE Postal Address is unavailable for the Site, SYRACUSE, NY 13209 NY	NPL

Risks At The Site Continued:	
Site ID:	0203382
Site Name:	ONONDAGA LAKE
EPA ID:	NYD986913580
NPL Status:	Final
Site Link:	https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0203382
Site Details Link:	http://cumulis.epa.gov/supercpad/cursites/dsp_ssppSiteData2.cfm?id=0203382
Contaminant Info Link:	http://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.Contams&id=0203382
Admin Records Link:	http://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.ars&id=0203382
Additional Reports Link:	http://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.scs&id=0203382
Construction Complete:	No
Human Exposure:	Not Under Control
Water Status:	Insufficient Data
Ready for Use:	No
Protectiveness:	
Community Resources:	
Zip:	13209
Emergency Response:	
Enforcement Information:	
Green Remediation:	
Renewable Energy Activity:	
Staying Informed:	Site-related documents can be found at the following repositories: New York State Department of Environmental Conservation, Central Office, 625 Broadway, Albany, NY; NYSDEC Region 7 Office, 615 Erie Blvd. West, Syracuse, NY; Atlantic States Legal Foundation, 658 West Onondaga Street, Syracuse, NY 13204; Onondaga County Public Library, Syracuse Branch at the Galleries, 447 South Salina Street, Syracuse, NY 13204; Liverpool Public Library, 310 Tulip Street, Liverpool, NY 13088. Documents can also be found on the New York State Department of Environmental Conservation's Onondaga Lake Site website and at Honeywell's Onondaga Lake Cleanup webpage. More information about the status of the cleanup of the subsites and the lake bottom can be found on the New York State Department of Environmental Conservation's Region 7 Project Information webpage.
Risks At The Site:	Historically, industrial pollutants and municipal sewage waste were routinely discharged into the lake. As a result, the surface water is contaminated with mercury and the sediments are contaminated with polychlorinated biphenyls (PCBs); pesticides; creosotes; heavy metals including lead, cobalt, and mercury; polycyclic aromatic hydrocarbons (PAHs); and volatile organic compounds (VOCs) such as chlorobenzene. Groundwater at many of the upland subsites is also contaminated. Several species of fish native to the lake have high concentrations of mercury. Public fishing in Onondaga Lake was banned in 1970, but the lake was opened for catch-and-release fishing in 1986. From 1986 to 1999, the fish consumption advisory for Onondaga Lake was "Don't eat any fish" from the lake. In 1999, the advisory was updated to "Don't eat any walleye and eat up to one meal a month of all other species." In 2007, the advisory was updated to "Don't eat largemouth and smallmouth bass over 15 inches, and walleye. Eat up to one meal a month of smallmouth bass and largemouth bass less than 15 inches, carp, channel catfish, white perch and all other species." In 2010, the advisory was updated to "Don't eat largemouth bass and smallmouth bass greater than 15 inches, walleye carp,

channel catfish and white perch. Eat up to four meals a month of brown bullhead and pumpkinseed. Eat up to one meal a month of all other fish." This advisory is currently in effect. Women under 50 and children under the age of 15 are advised not to eat any fish from Onondaga Lake. The fish consumption advisory is based on the presence of mercury, dioxin and PCBs in fish tissue. Contact with or ingestion of contaminated groundwater, surface water or sediments could pose a health threat, although the EPA and New York State have determined that the site poses no immediate threat to human health or the environment while studies and remedial work are being performed.

Superfund Alternative Approach: No
City: SYRACUSE
County: ONONDAGA
Congressional District: 24
CURRENT SITE STATUS:

What is the current site status?

Cleanup activities at the subsites have been or are being performed via various means
(e.g., as part of a cleanup remedy selected in a Record of Decision or as an interim remedial measure). With the exception of the Lower Ley Creek subsite, where the investigation was performed under federal authorities, the investigations and cleanup actions at the other subsites have been or are being performed by the subsites' potentially responsible parties (PRPs), pursuant to enforcement agreements between the PRPs and the State of New York.
Between 1998 and March 2015, cleanup remedies were selected for 10 of the subsites. Selected cleanup remedies include dredging of contaminated sediments, excavation of contaminated soils, in-situ, on- and off-site treatment of contaminated materials, collection and treatment of contaminated groundwater, and capping of contaminated soils and sediments.New York State is the lead agency for all of the subsites except for Lower Ley Creek. More information about the status of the cleanup of the subsites and the lake bottom can be found on the New York State Department of Environmental Conservation's Region 7 Project Information webpage. The status of the Lake Bottom subsite and the federal-lead Lower Ley Creek subsite are discussed below. Dredging of contaminated lake sediments (Lake Bottom subsite) began in summer 2012 and was completed in November 2014. Approximately 2.2 million cubic yards of contaminated sediment was removed from the lake bottom and three shoreline areas. The dredging and related capping and habitat restoration work is being performed by Honeywell International with oversight by the New York State Department of Environmental Conservation, the EPA, and the New York State Department of Health. Capping and habitat restoration activities will continue through 2016.

In 2014, the EPA finalized its plan to clean up contaminated soil and sediment at the Lower Ley Creek subsite, located in the city of Syracuse and town of Salina. The cleanup will include excavation and capping of contaminated soil and sediment in Lower Ley Creek and disposal of the excavated soil and sediment. Negotiations are underway with the parties responsible for contamination at the site to get them to perform the engineering and cleanup work.

EPA INVOLVEMENT:

EPA's Involvement at this Site

The EPA placed the site on the Superfund program's National Priorities List in December 1994.
The control of contamination migrating to Onondaga Lake from the various upland sites is an integral part of the overall cleanup of the lake. To facilitate coordination of the various investigations and remedial activities at the lake and the upland sources, the New York State Department of Environmental Conservation and the EPA have, to date, identified 12 subsites which comprise the Onondaga Lake site: Lake Bottom; General Motors - Inland Fisher Guide; Geddes Brook/Ninemile Creek; LCP Bridge Street; Ley Creek PCB Dredgings; Lower Ley Creek; National Grid - Hiawatha Boulevard; Onondaga Lake Bottom; Semet Tar Beds; Town of Salina Landfill; Wastebeds 1-8; Wastebed B/Harbor Brook and Willis Avenue. New York State is the lead agency for all of the subsites except for Lower Ley Creek.

TOPICS IN FOCUS:

To view the Public Notice of Second Five-Year Review for

the Ley Creek PCB Dredging subsite: click here

SITE DESCRIPTION:

Onondaga Lake is located along the northern side of the City of Syracuse in Onondaga County, New York. The lake itself covers an area of 4.6 square miles. Its shoreline borders the city of Syracuse, as well as the towns of Geddes and Salina and villages of Solvay and Liverpool. The site includes the lake and seven major and other minor tributaries and upland sources of contamination. The lake receives water from a drainage basin of approximately 285 square miles, located almost entirely within Onondaga County. Effluent from the Metropolitan Syracuse Wastewater Treatment Plant discharges into the southeastern end of the lake. The lake flows into the Seneca River, which flows into the Oswego River. The Oswego River ultimately flows into Lake Ontario.
Onondaga Lake has been the recipient of industrial and municipal sewage discharges for more than 100 years. The availability of salt and limestone along and in the vicinity of Onondaga Lake led Honeywell International, Inc.'s (Honeywell's) predecessor companies (e.g., Solvay Process Company, Allied Chemical Corp. and AlliedSignal, Inc.) to locate along the west side of the lake. In 1946, Allied Chemical started a mercury cell process that resulted in waste streams containing mercury and heavy metals being discharged by its facilities at Willis Avenue and Bridge Street. Honeywell's Semet Residue Ponds are another source of contamination to the lake. While Honeywell is the site's primary potentially responsible party (PRP), other industrial and manufacturing facilities located along the shore or tributaries to the lake are sources of contamination to the lake. Site investigations and cleanup activities are ongoing. The EPA and New York State have determined that the site poses no immediate threat to human health or the environment while studies are underway.

HUMAN HEALTH:

What's being done to protect human health and the environment?

Interim Remedial Measures (IRMs): IRMs undertaken at the site include removing chlorobenzene from existing wells; altering existing on-site sewers; on-site demolition, removal, decontamination and recycling of former mercury cell processing buildings and building materials; cleaning storm drainage systems; investigation of berms surrounding the Semet Tar Ponds; design and construction of a lakeshore barrier wall and groundwater collection/treatment system; and removal of some contaminated sediments and floodplain soils in or adjacent to Geddes Brook and Ninemile Creek. Long-term Cleanup: Investigations and long-term remedial actions at the various subsites are being performed by the site's PRPs, pursuant to enforcement agreements between the PRPs and the State of New York. EPA has contributed over $16.5 million to the State of New York for various activities at the site, including investigations, coordination and management at subsites, implementation of a citizen involvement plan, creation of a site-wide database, and establishment of a comprehensive
enforcement program.

Dredging in Onondaga Lake was performed from 2012 through 2014, removing approximately 2.2 million cubic yards of contaminated material. It is anticipated that isolation and thin-layer capping of contaminated lake sediment, which began in 2012, will be completed in 2016.

Unplottable Summary

Total: 99 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
CERCLIS	ROCKWELL PLANT SITE	MARCELLUS STREET	SYRACUSE NY	13202	805435531
CERCLIS	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	SYRACUSE NY	13202	805417457
CERCLIS NFRAP	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	SYRACUSE NY	13202	805494020
CERCLIS NFRAP	ROCKWELL PLANT SITE	MARCELLUS STREET	SYRACUSE NY	13202	805483552
HIST MLTS	STRATTON ENERGY ASSOCIATES	100 CLINTON SQUARE, 7(f)	SYRACUSE NY	13202	847208501
HMIRS		I-81 South	SALINA NY		818568140
LEAKING TANKS	ST MARYS CEMETARY	GENESEE ST	DEWITT NY		814016622
LEAKING TANKS	NIMO COMPLEX	NIMO COMPLEX WATER STREET	SYRACUSE NY		813999356
LEAKING TANKS	NYS ARMORY	NYS ARMORY W JEFFERSON ST	SYRACUSE NY		813999529
LEAKING TANKS	P&C	P&C FOOD MARKET	GEDDES NY		813998304
LEAKING TANKS	K MART	ERIE BOULEVARD EAST	SYRACUSE DEWITT NY		814014038
NY SPILLS	NORTHBOUND, EAST ADAMS ST	I-81	SYRACUSE NY		813853389

NY SPILLS	SCHAEFFER TRUCKING INC.	I-81	SALINA NY		813879778
NY SPILLS	INTERSTATE 690 EASTBOUND	I-690 EASTBOUND TEAL-MIDL	SYRACUSE NY		813972734
NY SPILLS	PILOT TRUCK STOP	I-81 AND EXIT 25	SYRACUSE NY		813887971
NY SPILLS	I-690 EAST	I-690 EAST	SYRACUSE NY		813872142
NY SPILLS	TEALL OFF RAMP	I-690 EAST	SYRACUSE NY		813769768
NY SPILLS	I-690 EAST & TEALL AVE	I-690	SYRACUSE NY		813930932
NY SPILLS	EB MP 1.8, EAST OF EXIT 3	I-690	SYRACUSE NY		828925226
NY SPILLS	NORTH BOUND ROUTE 81	I-690 INTERCHANGE 690 INTERCHANGE	SYRACUSE NY		813760569
NY SPILLS	ROADWAY	I 690 W RAMP TO I 81 S	SYRACUSE NY	13202	813635182
NY SPILLS	I-81 NORTH	81.25 MM I-81	SYRACUSE NY		813917174
NY SPILLS	OVERPASS	I-690 WEST 690 WEST	SYRACUSE NY		813974777
NY SPILLS	RT 690 WEST	I-690 WEST 690 WEST	SYRACUSE NY		813796461
NY SPILLS	LODI AND	SALINA ST'S	SYRACUSE NY		813701685
NY SPILLS	S. SALINA (SEALER CONS.)	S. SALINA ST. (VALLEY PLAZ	SYRACUSE NY		813715055
NY SPILLS	ON ROADWAY	NORTH SALINA STREET	SYRACUSE NY		813800660

NY SPILLS	CONSTRUCTION SITE	NORTH SALINA RD	SYRACUSE NY	813904795
NY SPILLS	ROADWAY	I-81 SOUTH AT S. SALINA ST EXIT	SYRACUSE NY	857843734
NY SPILLS	RT. 81 & PEARL ST. ACCI.	RT 81 NORTH & PEARL ST	SYRACUSE NY	813882714
NY SPILLS	NORTH LOWELL STREET AND	WEST GENESEE STREET	SYRACUSE NY	813926321
NY SPILLS	I/F/O FAIRMOUNT FAIR SHOPPING	WEST GENESEE ST	SYRACUSE NY	813633953
NY SPILLS	HARRY L. COOK CLEANERS	W. GENESEE ST (WESTVALE)	GEDDES NY	813658365
NY SPILLS	W. GENESEE SCHOOL	W. GENESEE STREET	SYRACUSE (FAIRMOUNT) NY	813882417
NY SPILLS	SEARS OIL	W GENESEE ST	GEDDES NY	813961081
NY SPILLS	FRANKIN SQUARE	FRANKLIN SQUARE	SYRACUSE NY	813801969
NY SPILLS	LIQUOR SQUARE	LIQUOR SQUARE ERIE BLVD	SYRACUSE NY	813879817
NY SPILLS	URINE SAMPLE SPILL	ERIE BOULVARD WEST AT NOR	SYRACUSE NY	813902821
NY SPILLS	HESS ERIE BLVD E @ STATE	ERIE BOULVARD EAST AT STA	SYRACUSE NY	813902822
NY SPILLS	NEAR HARBOR BROOK	ERIE BLVD WEST	SYRACUSE NY	813917756
NY SPILLS	RUSSO AUTOMOTIVE	ERIE BLVD W RUSSO AUTOMOT	SYRACUSE NY	813707047

NY SPILLS	ON ASPHALT	WATER STREET	SYRACUSE NY	13202	813742542
NY SPILLS	WATER ST	WATER ST	SYRACUSE NY		813958212
NY SPILLS	SUNY MEDICAL KENNEDY SQUARE	EAST WATER ST	SYRACUSE NY		813810426
NY SPILLS	SYRACUSE SUDS FACTORY	AMOS BLDG. WATER ST.	SYRACUSE NY		813939516
NY SPILLS	TRANSFORMER POLE #17	East Washington St	Syracuse NY		821356300
NY SPILLS	WARREN ST BUILDING	WARREN ST	SYRACUSE NY		813736609
NY SPILLS	FINANCIAL PLAZABLDG	WARREN ST	SYRACUSE NY		813690521
NY SPILLS	EAST FAYETTE ST OIL	EAST FAYETTE BTW WARREN AND MCBRIDE	SYRACUSE NY	13202	813639774
NY SPILLS	CITY COURT HOUSE BLDGS.	STATE STREET	SYRACUSE NY		813762232
NY SPILLS	EAST COLVIN AND	STATE STREET	SYRACUSE NY		813888628
NY SPILLS	AIR DISCHARGE	STATE STREET	SYRACUSE NY		813751332
NY SPILLS	CRANE HOGAN	north state st	syracuse NY		813825097
NY SPILLS	VAULT 58178	SOUTH SALINA STREET	SYRACUSE NY	13205	813928940
NY SPILLS	TRANS POLE 158	SOUTH SALINA STREET	SYRACUSE NY		813819008
NY SPILLS	UNITED RENTALS BATTERIES	ERIE BLVD WEST AND HIAWATHA WEST	SYRACUSE NY	13209	813801341

NY SPILLS	ERIE BLVD EAST OF BRIDGE	ERIE BLVD EAST OF BRIDGE	DEWITT NY		813789817
NY SPILLS	DELTA SONIC CAR WASH	ERIE BLVD EAST	SYRACUSE NY	13214	813819508
NY SPILLS	ERIE BLVD & SO. STATE ST.	ERIE BLVD	Syracuse NY		813887734
NY SPILLS	SAMS CLUB	ERIE BLVD	SYRACUSE NY		821353727
NY SPILLS	ADVANCED AUTO PARTS	ERIE BLVD	SYRACUSE NY		813707748
NY SPILLS	SEARS OIL/GAS	ERIE BLVD	SYRACUSE NY		813890746
NY SPILLS	ROTH STEEL CO.	ERIE BLVD	SYRACUSE NY		813660544
NY SPILLS	HARBOR ST	ERIE BLVD	SYRACUSE NY		813637218
NY SPILLS	AAC	ERIE BLVD	Syracuse NY		813647460
NY SPILLS	TCE PLUME COASTAL TERM.	OIL CITY CLINTON ST	SYRACUSE NY		813742515
NY SPILLS	PARKING LOT	100 CLINTON SQUARE	SYRACUSE NY		813907254
NY SPILLS	NYS DOT - BUTTERNUT DRIVE	BUTTERNUT DRIVE	DEWITT NY		813656133
NY SPILLS	ON ROADWAY	N/B I-695 to E/B I-690 Ramp	Geddes NY		813841494
NY SPILLS	MILE POST 76.0	I-81NB NEDROW EXIT	ONONDAGA NY		813747147
NY SPILLS	SB I81 AT MILE MARKER 83	I-81 SB AT MILE MARKER 83	SYRACUSE NY		813962487

NY SPILLS	Spill Number 9604772	I-81 SOUTH BOUND	SYRACUSE NY		813704991
RCRA CESQG	HERALD CO THE	CLINTON SQ	SYRACUSE NY	13221	810516725
RCRA CESQG	NYSDOT BIN 1093370	PEDESTRIAN RAMP TO FAIRGROUNDS OVER I-690	SYRACUSE NY	13209	810512594
RCRA CESQG	DEWITT TOWN OF BIN 3064660	KINNE RD OVER BUTTERNUT CREEK BRIDGE REHABILITATION	DEWITT NY	13057	810526554
RCRA LQG	NYSDOT BIN 1050780 I-690 RAMP BB	I-690 RAMP BB	SYRACUSE NY	13202	821923251
RCRA LQG	NYSDOT BIN 1050822 I-690 OVER ONONDAGA CREEK	I-690 OVER ONONDAGA CRK	SYRACUSE NY	13202	821921552
RCRA LQG	NYSDOT BIN 1050821 I-690 OVER ONONDAGA CREEK	I-690 OVER ONONDAGA CREEK	SYRACUSE NY	13202	821921551
RCRA LQG	NYSDOT BIN 1050001 930B WEST GENESEE STREET	W GENESEE ST	SYRACUSE NY	13206	821922803
RCRA LQG	NATIONAL GRID ASH STREET SUB	GENANT DR	SYRACUSE NY	13208	810518231
RCRA LQG	NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK	RTE I-690 OVER ONONDAGA CRK	SYRACUSE NY	13202	810519384
RCRA LQG	NYSDOT BIN 1049610	PEDESTRIAN WALK OVER STATE FAIR BLVD AT EXIT 7 OF I-690	GEDDES NY	13209	810531424
RCRA LQG	NYSDOT BIN 1049590	PEDESTRAIN WALK 0.4 MI NW OF JCT BET I-690 & RTE 297 OVER	GEDDES NY	13209	810519437
RCRA LQG	NYSDOT BIN 1050790 I-690 RAMP DD	I-690 RAMP DD	SYRACUSE NY	13202	821923252

RCRA LQG	NYSDOT BIN 1050840 RAMP CC OVER ONONDAGA CREEK	I-690 RAMP CC	SYRACUSE NY	13202	821921643
RCRA NON GEN	ONONDAGA CO CONVENTION CENTER	S STATE ST	SYRACUSE NY	13202	810374977
RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	WASHINGTON ST & E WATER ST MH 1-1	SYRA CUSE NY	13210	826034809
RCRA NON GEN	INDUSTRIAL PAINTING INC	I-690 D253040	SYRACUSE NY	13202	810375149
RCRA NON GEN	FAYETTE ST SUB	W FAYETTE ST	SYRACUSE NY	13204	810368367
RCRA NON GEN	NYSDOT BIN 1008489	I-87 OVER SALINA ST	SYRACUSE NY	13203	810365552
RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO	W WASHINGTON ST MH 2-1	SYRACUSE NY	13202	826034832
RCRA NON GEN	SUNOCO SERVICE STATION	ERIE BLVD E	DEWITT NY	13214	810374016
RCRA NON GEN	BURNET AVENUE SUB	BURNET AVE	SYRACUSE NY	132024298	810369238
RCRA NON GEN	NYSDOT BIN 1093351	I-690 WB OVER RAMP FROM 931B	SYRACUSE NY	13209	810381841
RCRA SQG	DUNK & BRIGHT WAREHOUSE	W FAYETTE ST	SYRACUSE NY	13202	810529344
RCRA TSD	NYSDOT BIN 1050001 930B WEST GENESEE STREET	W GENESEE ST	SYRACUSE NY	13206	822555980
SEMS ARCHIVE	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	SYRACUSE NY	13202	828884123
SEMS ARCHIVE	ROCKWELL PLANT SITE	MARCELLUS STREET	SYRACUSE NY	13202	828854575

SHWS	Onondaga Lake Dredge Spoil Areas	Route I-690	Geddes NY	13209	814053402

Unplottable Report

Site: ***ROCKWELL PLANT SITE***
MARCELLUS STREET SYRACUSE NY 13202

CERCLIS

Site ID:	0202364
Site EPA ID:	NYD981561053
NPL Status:	Not on the NPL
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information
Federal Facility:	Not a Federal Facility
Site Cnty Name:	ONONDAGA
CERCLIS Assess History	
--	--
Date Started:	
Date Completed:	
Site Description:	PCB KNOWN TO BE PRESENT. ISTE IS TARGETED FOR RENOVATION INTO OFFICES OR RESIDENCES. THERE IS PATENTIAL TO AFFECT HEALTH OF RESIDENTS BY DIRECT EXPOSURE. A MAJOR AQUIFER LIES BENEATH SITE ALTHOUGH RESIDENTS WITHIN 3 MILE RADIUS DO NOT GRNDW
	.
--	--
CERCLIS Assess History	
--	--
Action:	DISCOVERY
Date Started:	
Date Completed:	9/3/1986 00:00:00
Site Description:	
--	--
CERCLIS Assess History	
--	--
Action:	PRELIMINARY ASSESSMENT
Date Started:	9/3/1986 00:00:00
Date Completed:	9/30/1986 00:00:00
Site Description:	
--	--
CERCLIS Assess History	
--	--
Action:	SITE INSPECTION
Date Started:	11/1/1991 00:00:00
Date Completed:	11/11/1991 00:00:00
Site Description:	
--	--
CERCLIS Assess History	
--	--
Action:	ARCHIVE SITE
Date Started:	
Date Completed:	11/11/1991 00:00:00
Site Description:	
--	--

Site: ***NIAGARA MOHAWK /NM HQ***
ERIE BOULEVARD WEST SYRACUSE NY 13202

CERCLIS

Site ID:	0202171
Site EPA ID:	NYD980664247
NPL Status:	Not on the NPL
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information
Federal Facility:	Not a Federal Facility
Site Cnty Name:	ONONDAGA

CERCLIS Assess History
-- --
Date Started:
Date Completed:
Site Description: No description available
.
-- --
CERCLIS Assess History
-- --
Action: DISCOVERY
Date Started:
Date Completed: 12/21/1982 00:00:00
Site Description:
-- --
CERCLIS Assess History
-- --
Action: PRELIMINARY ASSESSMENT
Date Started:
Date Completed: 12/30/1987 00:00:00
Site Description:
-- --
CERCLIS Assess History
-- --
Action: ARCHIVE SITE
Date Started:
Date Completed: 12/30/1987 00:00:00
Site Description:
-- --

Site: ***NIAGARA MOHAWK /NM HQ***
ERIE BOULEVARD WEST SYRACUSE NY 13202

CERCLIS NFRAP

Site ID: 202171
Site EPA ID: NYD980664247
Site Fips Code: 36067
Federal Facility:
Site Parent ID:
Parent Site Name:
Site Cngrsnl District Code: 33
Region Code: 2
State Code: NY
Site Cnty Name: ONONDAGA

CERCLIS-NFRAP Assess History
-- --
Action: DISCOVERY
Priority Level:
Date Started:
Date Completed: 12/21/1982
-- --
CERCLIS-NFRAP Assess History
-- --
Action: PRELIMINARY ASSESSMENT
Priority Level: NFRAP
Date Started:
Date Completed: 12/30/1987
-- --
CERCLIS-NFRAP Assess History
-- --
Action: ARCHIVE SITE
Priority Level:
Date Started:
Date Completed: 12/30/1987
-- --

Site: ***ROCKWELL PLANT SITE***

CERCLIS NFRAP

MARCELLUS STREET SYRACUSE NY 13202

Site ID:	202364
Site EPA ID:	NYD981561053
Site Fips Code:	36067
Federal Facility:	
Site Parent ID:	
Parent Site Name:	
Site Cngrsnl District Code:	27
Region Code:	2
State Code:	NY
Site Cnty Name:	ONONDAGA
CERCLIS-NFRAP Assess History	
--	--
Action:	DISCOVERY
Priority Level:	
Date Started:	
Date Completed:	9/3/1986
--	--
CERCLIS-NFRAP Assess History	
--	--
Action:	PRELIMINARY ASSESSMENT
Priority Level:	Low priority
Date Started:	9/3/1986
Date Completed:	9/30/1986
--	--
CERCLIS-NFRAP Assess History	
--	--
Action:	SITE INSPECTION
Priority Level:	NFRAP
Date Started:	11/1/1991
Date Completed:	11/11/1991
--	--
CERCLIS-NFRAP Assess History	
--	--
Action:	ARCHIVE SITE
Priority Level:	
Date Started:	
Date Completed:	11/11/1991
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Site: ***STRATTON ENERGY ASSOCIATES***
100 CLINTON SQUARE, 7(f) SYRACUSE NY 13202

HIST MLTS

Docket:	3030855
License No:	18-28290-01

Site:
I-81 South SALINA NY

HMIRS

Report No:	E-2006040185	***Fd DOT Rep No:***	
NRC No:	795351	***Incident Cnty:***	ONANDAGA
Date of Incident:	10/22/2005	***Incident Occrrnce:***	
Time of Incident:	0500		
Fed DOT Agency Name:			

Report Type:	A specification cargo tank 1 000 gallons or greater containing any hazardous materials that (1) received structural damage to the lading retention system or damage that requires repair to a system int
Description of Events:	Tractor with empty propane tanker trailer southbound on I-81 when driver lost control causing vehicle to drive onto soft shoulder. Driver in an attempt to gain control but overturned tracor and propane trailer onto I-81 southbound. Tractor caught fire fire and police called and dispatched to scene. No release of product from empty trailer. No packaging failure as a result of crash.
Recom Actions Taken:	Driver employment terminated as a result of investigative findings. Increased fatigue issues education and added component of training in regards to night shifted drivers. Discussed operational alternatives to start time of delivery

schedule to address cumulative fatigue/sleep deprivation issues.

Carrier Information	
--	--
Name:	CANADA CARTAGE SYSTEM
Street Name:	1115 CARDIFF BOULEVARD
City:	MISSISSAUGA
State:	
Postal Code:	N/A
Non US State:	ON
Country:	CANADA
Fed Dot ID:	0
Hazmat Reg ID:	060905010018N
Mode of Transportation:	Highway
Transportation Phase:	IN TRANSIT
--	--
Contact Information	
--	--
Name:	TONY PALMERIO
Title:	SAFETY SUPERVISOR
Business Name:	Canada Cartage System
Street:	1115 Cardiff Blvd.
City:	Mississauga
State:	ZZ
Postal Code:	L5S1L8
Non US State:	
Country:	CA
--	--
Detail Information	
--	--
Commodity Name:	LIQUEFIED PETROLEUM GAS
Technical Trade Name:	
Identification Number:	UN1075
Hazardous Class Code:	2.1
Hazardous Class:	FLAMMABLE GAS
Quantity Released:	0
Unit of Measure:	
Hazmat Waste Indicator:	No
Hazmat Waste EPA Number:	
HMIS Toxic by Inhalation Ind:	No
TIH Hazard Zone:	
Failure Cause Description:	
Spillage Result Ind:	No
Fire Result Ind:	Yes
Explosion Result Ind:	No
Water Sewer Result Ind:	No
Gas Dispersion Result Ind:	No
Environ Damage Result:	No
No Release Result Ind:	No
Fire EMS Report Ind:	No
Fire EMS Report No:	
Police Report Ind:	Yes
Police Report No:	05-427702
In House Cleanup Ind:	No
Other Cleanup Ind:	No
Damage More Than 500:	Yes
Property Damage:	0
Remediation Cleanup Cost:	0
Total Hazmat Fatalities:	0
Total Hazmat Injuries:	0
Total Evacuated:	0
--	--

Site: ***ST MARYS CEMETARY***
GENESEE ST DEWITT NY

LEAKING TANKS

Site ID:	139637	***DECREG:***	7
Spill NO:	9911187	***Lead DEC:***	CFMANNES
SWIS Code:	3426	***Contr Factor:***	Tank Failure
DER Fac ID:	119298	***Source:***	Institutional, Educational, Gov., Other

Program Type:	ER	***Penalty:***	No
UST Trust:	Yes	***CID:***	388
Class:	C3	***Meets Std:***	No
Spill Date:	1999-12-22 09:30:00	***Water Body:***	
Close Date:	1999-12-31 00:00:00	***Rem Phase:***	0
Update Date:	2000-01-18 00:00:00	***Refer to:***	
CAC Date:		***Reported By:***	Responsible Party
Create Date:	1999-12-22 00:00:00	***After Hours:***	No
Received Date:	1999-12-22 10:59:00	***County:***	Onondaga
Latitude:		***Inspection Date:***	1999-12-22 00:00:00
Longitude:			
Caller Remark:			

DEC Remark:

Spiller Information

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Spiller Name:	CALLER
Spiller Company:	CATHOLIC CEMETARYS
Spiller Address:	2315 SO AVE
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13207-
Spiller Country:	001
Contact Name:	MATT BUELL
Contact Phone:	(315) 475-4639
Contact Ext.:	
--	--

Site: ***NIMO COMPLEX***
NIMO COMPLEX WATER STREET SYRACUSE NY

LEAKING TANKS

Site ID:	149633	***DECREG:***	7
Spill NO:	9301729	***Lead DEC:***	CFMANNES
SWIS Code:	3415	***Contr Factor:***	Tank Failure
DER Fac ID:	127256	***Source:***	Commercial/Industrial
Program Type:	ER	***Penalty:***	No
UST Trust:	No	***CID:***	
Class:	D3	***Meets Std:***	No
Spill Date:	1993-05-06 13:00:00	***Water Body:***	
Close Date:	1993-12-31 00:00:00	***Rem Phase:***	0
Update Date:	1995-01-09 00:00:00	***Refer to:***	
CAC Date:	1993-12-31 00:00:00	***Reported By:***	Affected Persons
Create Date:	1993-05-11 00:00:00	***After Hours:***	No
Received Date:	1993-05-06 14:28:00	***County:***	Onondaga
Latitude:		***Inspection Date:***	
Longitude:			
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	NIMO
Spiller Address:	ERIE BLVD W.
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13204
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
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Material Information

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Site ID:	149633
Spill Number:	9301729
OP Unit ID:	980183

OU:	01
Material ID:	398895
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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Site: ***NYS ARMORY***
NYS ARMORY W JEFFERSON ST SYRACUSE NY

LEAKING TANKS

Site ID:	209896	***DECREG:***	7
Spill NO:	8710856	***Lead DEC:***	HDWARNER
SWIS Code:	3415	***Contr Factor:***	Tank Test Failure
DER Fac ID:	173993	***Source:***	Institutional, Educational, Gov., Other
Program Type:	ER	***Penalty:***	No
UST Trust:	No	***CID:***	
Class:		***Meets Std:***	Yes
Spill Date:	1988-03-28 16:38:00	***Water Body:***	
Close Date:	1989-06-28 00:00:00	***Rem Phase:***	0
Update Date:	1995-01-03 00:00:00	***Refer to:***	
CAC Date:	1989-06-28 00:00:00	***Reported By:***	Tank Tester
Create Date:	1988-04-06 00:00:00	***After Hours:***	Yes
Received Date:	1988-03-28 19:15:00	***County:***	Onondaga
Latitude:		***Inspection Date:***	
Longitude:			
Caller Remark:			
DEC Remark:			

Spiller Information

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Spiller Name:	
Spiller Company:	MACK CANDIGE
Spiller Address:	236 W. JEFFERSON ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

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Site ID:	209896
Spill Number:	8710856
OP Unit ID:	915611
OU:	01
Material ID:	462606
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00

Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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Site: ***P&C***
P&C FOOD MARKET GEDDES NY

LEAKING TANKS

Site ID:	239990	***DECREG:***	7
Spill NO:	9314952	***Lead DEC:***	DAOUST
SWIS Code:	3432	***Contr Factor:***	Tank Failure
DER Fac ID:	197408	***Source:***	Commercial/Industrial
Program Type:	ER	***Penalty:***	No
UST Trust:	Yes	***CID:***	
Class:	C3	***Meets Std:***	Yes
Spill Date:	1994-03-14 09:30:00	***Water Body:***	
Close Date:	1994-12-21 00:00:00	***Rem Phase:***	0
Update Date:	1994-12-22 00:00:00	***Refer to:***	
CAC Date:	1994-06-01 00:00:00	***Reported By:***	Other
Create Date:	1994-04-04 00:00:00	***After Hours:***	No
Received Date:	1994-03-14 09:30:00	***County:***	Onondaga
Latitude:		***Inspection Date:***	1994-03-14 00:00:00
Longitude:			
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	P&C FOOD MARKET
Spiller Address:	STATE FAIR BLVD
Spiller City:	LIVERPOOL
Spiller State:	NY
Spiller Zip:	13209
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	239990
Spill Number:	9314952
OP Unit ID:	993235
OU:	01
Material ID:	386726
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No

Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
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Site: ***K MART***
ERIE BOULEVARD EAST SYRACUSE DEWITT NY

LEAKING TANKS

Site ID:	200883	***DECREG:***	7
Spill NO:	9414895	***Lead DEC:***	HDWARNER
SWIS Code:	3400	***Contr Factor:***	Tank Overfill
DER Fac ID:	167148	***Source:***	Commercial Vehicle
Program Type:	ER	***Penalty:***	No
UST Trust:	No	***CID:***	
Class:	C3	***Meets Std:***	No
Spill Date:	1995-02-10 16:25:00	***Water Body:***	
Close Date:	1996-08-07 00:00:00	***Rem Phase:***	0
Update Date:	1996-08-07 00:00:00	***Refer to:***	
CAC Date:		***Reported By:***	Citizen
Create Date:	1995-02-16 00:00:00	***After Hours:***	No
Received Date:	1995-02-10 16:28:00	***County:***	Onondaga
Latitude:		***Inspection Date:***	
Longitude:			
Caller Remark:			

DEC Remark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	K MART
Spiller Address:	ERIE BLVD. EAST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	200883
Spill Number:	9414895
OP Unit ID:	1008352
OU:	01
Material ID:	373618
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***NORTHBOUND, EAST ADAMS ST***
I-81 SYRACUSE NY

NY SPILLS

Site ID:	452095	***Water Body:***	
Spill NO:	1104486	***REM Phase:***	0
Spill Date:	2011-07-22 23:47:00	***Lead DEC:***	menash
Close Date:	2011-07-22 00:00:00	***Reported By:***	Local Agency
Create Date:	2011-07-22 00:17:00	***Referred to:***	
Update Date:	2011-07-22 10:38:08.790000000	***CAC Date:***	
Program Type:	ER	***Source:***	Passenger Vehicle
DER Facility ID:	406690	***Class:***	C3
Cont Factor:	Traffic Accident	***Rcvd Date:***	2011-07-22 00:14:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"Traffic accident resulted in a 15-20 gallon spill. Spill is conatined to the street. Hazmat is on the scene and requesting Spills assistance."

Decremark:

"Syracuse FD did clean up. Spill Closed. No further clean up required."

Spiller Information

--	--
Spiller Name:	
Spiller Company:	
Spiller Address:	
Spiller City:	
Spiller State:	
Spiller Zip:	
Spiller Country:	
Contact Name:	JASON MALLORE
Contact Phone:	(315) 435-8886
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	452095
Spill Number:	1104486
OP Unit ID:	1202272
OU:	01
Material ID:	2198842
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***SCHAEFFER TRUCKING INC.***
I-81 SALINA NY

NY SPILLS

Site ID:	116696	***Water Body:***	
Spill NO:	8403030	***REM Phase:***	0
Spill Date:	1985-02-08 06:30:00	***Lead DEC:***	AJMARSCH
Close Date:	1985-05-31 00:00:00	***Reported By:***	Fire Department
Create Date:	1987-07-02 00:00:00	***Referred to:***	
Update Date:	1989-02-23 00:00:00	***CAC Date:***	1985-05-31 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	101520	***Class:***	
Cont Factor:	Traffic Accident	***Rcvd Date:***	1985-02-08 08:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3448	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	SCHAEFFER TRUCKING INC.
Spiller Address:	12928 WHITTRAM AVE.
Spiller City:	ETIWANDA
Spiller State:	CA
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	116696
Spill Number:	8403030
OP Unit ID:	895847
OU:	01
Material ID:	482278
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	100.00
Units:	G
Recovered:	100.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***INTERSTATE 690 EASTBOUND***
I-690 EASTBOUND TEAL-MIDL SYRACUSE NY

NY SPILLS

Site ID:	151752	***Water Body:***	
Spill NO:	9302391	***REM Phase:***	0
Spill Date:	1993-05-20 17:52:00	***Lead DEC:***	CFMANNES
Close Date:	1993-05-20 00:00:00	***Reported By:***	Local Agency
Create Date:		***Referred to:***	
Update Date:	2003-12-02 00:00:00	***CAC Date:***	1993-05-20 00:00:00

Program Type:	ER	***Source:***	Unknown
DER Facility ID:	128897	***Class:***	D6
Cont Factor:	Unknown	***Rcvd Date:***	1993-05-20 17:56:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			
Decremark:			

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	UNK
Spiller Address:	
Spiller City:	***UPDATE***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	151752
Spill Number:	9302391
OP Unit ID:	984405
OU:	01
Material ID:	399514
Material Code:	0016A
Material NA:	non PCB oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***PILOT TRUCK STOP***
I-81 AND EXIT 25 SYRACUSE NY

NY SPILLS

Site ID:	246247	***Water Body:***	
Spill NO:	9515852	***REM Phase:***	0
Spill Date:	1996-03-06 06:20:00	***Lead DEC:***	RJBRAZEL
Close Date:	1997-12-15 00:00:00	***Reported By:***	Other
Create Date:	1996-03-11 00:00:00	***Referred to:***	
Update Date:	1997-12-16 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Gasoline Station or other PBS Facility
DER Facility ID:	202234	***Class:***	C3
Cont Factor:	Traffic Accident	***Rcvd Date:***	1996-03-11 18:11:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	

CID:	207	***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	SITTON MOTOR LINES
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	DAVID HOWARD
Contact Phone:	(405) 282-8510
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	246247
Spill Number:	9515852
OP Unit ID:	1030508
OU:	01
Material ID:	355965
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	80.00
Units:	G
Recovered:	80.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***I-690 EAST***
I-690 EAST SYRACUSE NY

NY SPILLS

Site ID:	293679	***Water Body:***	
Spill NO:	9204830	***REM Phase:***	0
Spill Date:	1992-07-28 06:00:00	***Lead DEC:***	MENASH
Close Date:	1992-07-30 00:00:00	***Reported By:***	Citizen
Create Date:	1992-07-29 00:00:00	***Referred to:***	
Update Date:	1993-03-23 00:00:00	***CAC Date:***	1992-07-30 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	237695	***Class:***	C4
Cont Factor:	Traffic Accident	***Rcvd Date:***	1992-07-27 08:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	MAINES PAPER, FOOD SVC
Spiller Address:	
Spiller City:	BINGHAMTON
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	293679
Spill Number:	9204830
OP Unit ID:	968480
OU:	01
Material ID:	409078
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	25.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***TEALL OFF RAMP***
I-690 EAST SYRACUSE NY

NY SPILLS

Site ID:	65092	**Water Body:**	
Spill NO:	9606730	**REM Phase:**	0
Spill Date:	1996-08-26 13:30:00	**Lead DEC:**	CFMANNES
Close Date:	1996-08-26 00:00:00	**Reported By:**	Local Agency
Create Date:	1996-08-26 00:00:00	**Referred to:**	
Update Date:	1996-08-27 00:00:00	**CAC Date:**	
Program Type:	ER	**Source:**	Unknown
DER Facility ID:	237695	**Class:**	C3
Cont Factor:	Unknown	**Rcvd Date:**	1996-08-26 13:40:00
UST Trust:	No	**Insp Date:**	1996-08-26 00:00:00
Penalty:	No	**County:**	Onondaga
SWIS Code:	3415	**Latitude:**	
DEC Region:	7	**Longitude:**	
CID:	312	**After Hours:**	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	UNK
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	-

Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	65092
Spill Number:	9606730
OP Unit ID:	1034531
OU:	01
Material ID:	345999
Material Code:	0022
Material NA:	waste oil/used oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***I-690 EAST & TEALL AVE***
I-690 SYRACUSE NY

NY SPILLS

Site ID:	451625	***Water Body:***	
Spill NO:	1104040	***REM Phase:***	0
Spill Date:	2011-07-12 14:49:00	***Lead DEC:***	menash
Close Date:	2011-07-12 00:00:00	***Reported By:***	Fire Department
Create Date:	2011-07-12 15:03:00	***Referred to:***	
Update Date:	2011-07-12 15:19:50.543000000	***CAC Date:***	
Program Type:	ER	***Source:***	Passenger Vehicle
DER Facility ID:	406182	***Class:***	C3
Cont Factor:	Equipment Failure	***Rcvd Date:***	2011-07-12 14:59:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"Gas tank fell off vehicle while travelling. Gas spilled ontop blacktop and shoulder. FD contained & cleanup started by HazMat fire company."

Decremark:

"Called Syracuse FD, no response required."

Spiller Information	
--	--
Spiller Name:	SYRACUSE FIRE CHIEF
Spiller Company:	PASSSENGER
Spiller Address:	I-690
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	SYRACUSE FIRE CHIEF
Contact Phone:	(315) 473-5525

Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	451625
Spill Number:	1104040
OP Unit ID:	1201812
OU:	01
Material ID:	2198373
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***EB MP 1.8, EAST OF EXIT 3***
I-690 SYRACUSE NY

NY SPILLS

Site ID:	517536	***Water Body:***	
Spill NO:	1508942	***REM Phase:***	0
Spill Date:	2015-12-02 03:00:00	***Lead DEC:***	SMFITZGE
Close Date:	2015-12-02 00:00:00	***Reported By:***	Other
Create Date:	2015-12-02 04:27:00	***Referred to:***	
Update Date:	2015-12-02 10:45:22.137000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	471865	***Class:***	D3
Cont Factor:	Traffic Accident	***Rcvd Date:***	2015-12-02 04:23:00
UST Trust:	No	***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3448	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"tractor trailer jack knifed, split saddled tanks. Contained to roadway. fd on scene. cleanup pending"

Decremark:

"Truck driver, DOT and Big Red Towing on site upon arrival. Diesel and motor oil lost to pavement and soil. OpTech hired for cleanup. Approximately 90 gallons of diesel pumped from punctured tank before removal of tractor trailer from site. Remaining fuel absorbed with speedy dry, booms and pads. Contaminated soil removed and drummed for disposal."

Spiller Information	
--	--
Spiller Name:	HEATHER DIXON
Spiller Company:	CONVENANT TRANSPORT
Spiller Address:	I-690
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	HEATHER DIXON
Contact Phone:	(440) 349-2700
Contact Ext.:	310
--	--

Material Information

--	--
Site ID:	517536
Spill Number:	1508942
OP Unit ID:	1266615
OU:	01
Material ID:	2270571
Material Code:	0015
Material NA:	motor oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.90
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Material Information

--	--
Site ID:	517536
Spill Number:	1508942
OP Unit ID:	1266615
OU:	01
Material ID:	2270560
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	9.50
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***NORTH BOUND ROUTE 81***
I-690 INTERCHANGE 690 INTERCHANGE SYRACUSE NY

NY SPILLS

Site ID:	265126	***Water Body:***	
Spill NO:	0100767	***REM Phase:***	0
Spill Date:	2001-04-20 10:10:00	***Lead DEC:***	MENASH
Close Date:	2001-08-08 00:00:00	***Reported By:***	Fire Department
Create Date:	2001-04-20 00:00:00	***Referred to:***	
Update Date:	2002-05-20 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	216030	***Class:***	C4
Cont Factor:	Traffic Accident	***Rcvd Date:***	2001-04-20 10:32:00
UST Trust:	No	***Insp Date:***	
Penalty:	Yes	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	403	***After Hours:***	No

Meets Std: No
Callerremark:

Decremark:

Spiller Information
-- --
Spiller Name: UNKNOWN
Spiller Company: UNKNOWN
Spiller Address:
Spiller City: ***UPDATE***
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: JOANNE CROOK
Contact Phone: (315) 435-8881
Contact Ext.:
-- --
Material Information
-- --
Site ID: 265126
Spill Number: 0100767
OP Unit ID: 839616
OU: 01
Material ID: 536477
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: No
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: Yes
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: ***ROADWAY***
I 690 W RAMP TO I 81 S SYRACUSE NY 13202

NY SPILLS

Site ID: 426137
Spill NO: 0913205
Spill Date: 2010-03-17 07:29:00
Close Date: 2010-03-17 00:00:00
Create Date: 2010-03-17 07:35:00
Update Date: 2010-03-17 08:26:38.300000000
Program Type: ER
DER Facility ID: 375008
Cont Factor: Traffic Accident
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID:
Meets Std: Yes
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: RJBRAZEL
Reported By: Other
Referred to:
CAC Date: 2010-03-17 00:00:00
Source: Commercial Vehicle
Class: E1
Rcvd Date: 2010-03-17 07:28:00
Insp Date: 2010-03-17 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: Yes

"spill to roadway loss of product (Ice Packs) FD and PD on site"

Decremark:

"Truck carrying nontoxic ice packs struck guiderail and rolled over. Several hundred ice packs spilled to roadway. Per FD ice packs were

nonhazardous, most picked up, and roadway reopened prior to spills arrival."

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	JOANN CROOK
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	426137
Spill Number:	0913205
OP Unit ID:	1181829
OU:	01
Material ID:	2175959
Material Code:	0064A
Material NA:	unknown material
CAS NO:	
Mat Family:	Other
Quantity:	200.00
Units:	L
Recovered:	200.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***I-81 NORTH***
81.25 MM I-81 SYRACUSE NY

NY SPILLS

Site ID:	481183	***Water Body:***	
Spill NO:	1300833	***REM Phase:***	0
Spill Date:	2013-04-24 16:24:00	***Lead DEC:***	cxrossi
Close Date:	2013-11-20 00:00:00	***Reported By:***	Fire Department
Create Date:	2013-04-24 17:02:00	***Referred to:***	
Update Date:	2013-11-20 11:16:47.157000000	***CAC Date:***	2013-09-19 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	436468	***Class:***	B2
Cont Factor:	Traffic Accident	***Rcvd Date:***	2013-04-24 17:00:00
UST Trust:	No	***Insp Date:***	2013-04-24 00:00:00
Penalty:	Yes	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

"Tractor trailer ripped through guard rails hitting rock wall and breaching saddle tanks. FD on scene requesting callback and response."

Decremark:

"Liscence Plate: 17559-PC Name: R L JOHNSON INC Physical Address: 3047 GREIG STREET NEWARK, NY 14537 Phone: (315) 597-5102 Mailing Address: 181BUDD ROAD NEWARK, NY 14513 USDOT Number: 2149534 State Carrier ID Number: MC/MX/FF Number(s): MC-747514 Power Units: 22 Drivers: 17 MCS-150 Form Date: 05/07/2012 MCS-150 Mileage (Year): 1 (2011) Spoke with company owner Roger (Chip) Johnson 4/24 and advised responsible for clean up and costs. He did not hire contractor so DEC hired Op TEch who contained petroleum,

additional lane closure needed to dig out contaminated soil. ISR completed 11/20/13 ~ctr~"

Spiller Information

--	--
Spiller Name:	ROGER(CHIP)JOHNSON
Spiller Company:	RL JOHNSON INC
Spiller Address:	181BUDD ROAD
Spiller City:	NEWARK
Spiller State:	NY
Spiller Zip:	14513
Spiller Country:	999
Contact Name:	SYRACUSE FIRE DEPT
Contact Phone:	(315) 435-8884
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	481183
Spill Number:	1300833
OP Unit ID:	1230960
OU:	01
Material ID:	2229662
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	40.00
Units:	G
Recovered:	40.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***OVERPASS***
I-690 WEST 690 WEST SYRACUSE NY

NY SPILLS

Site ID:	382092	***Water Body:***	
Spill NO:	0702400	***REM Phase:***	0
Spill Date:	2007-05-29 08:07:00	***Lead DEC:***	MJROMOCK
Close Date:	2007-06-05 00:00:00	***Reported By:***	Citizen
Create Date:	2007-05-29 11:24:00	***Referred to:***	
Update Date:	2007-06-05 13:37:01.497000000	***CAC Date:***	
Program Type:	ER	***Source:***	Institutional, Educational, Gov., Other
DER Facility ID:	183571	***Class:***	C3
Cont Factor:	Other	***Rcvd Date:***	2007-05-29 08:07:00
UST Trust:		***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	444	***After Hours:***	
Meets Std:	No		
Callerremark:			

"CALLER SAYS THAT SOMEONE DROPPED A PUMP ONH STREET AND WHAT EVE R IS IN IT IS LEAKING OUT..."

Decremark:

"5/29/07 - Drove the length of 690 west. Could not find the pump that was reported to be on the road. Closing file."

Spiller Information

--	--
Spiller Name:	ANNYMOUS
Spiller Company:	OVERPASS
Spiller Address:	690 WEST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	ANNYMOUS
Contact Phone:	( ) -
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	382092
Spill Number:	0702400
OP Unit ID:	1139505
OU:	01
Material ID:	2129545
Material Code:	0064A
Material NA:	unknown material
CAS NO:	
Mat Family:	Other
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--
Material Information	
--	--
Site ID:	382092
Spill Number:	0702400
OP Unit ID:	1139505
OU:	01
Material ID:	2129544
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***RT 690 WEST***
I-690 WEST 690 WEST SYRACUSE NY

NY SPILLS

Site ID:	221946	**Water Body:**	
Spill NO:	9400952	**REM Phase:**	0

Spill Date:	1994-04-20 09:30:00	***Lead DEC:***	MENASH
Close Date:	1994-04-22 00:00:00	***Reported By:***	Responsible Party
Create Date:	1994-04-22 00:00:00	***Referred to:***	
Update Date:	1994-08-19 00:00:00	***CAC Date:***	1994-04-22 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	183571	***Class:***	C4
Cont Factor:	Traffic Accident	***Rcvd Date:***	1994-04-20 09:49:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	43.043602000
DEC Region:	7	***Longitude:***	-76.158297000
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	CLARKS PETROLEUM
Spiller Address:	BOX 802
Spiller City:	CANASTOTA
Spiller State:	NY
Spiller Zip:	13032
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	221946
Spill Number:	9400952
OP Unit ID:	994675
OU:	01
Material ID:	384726
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***LODI AND SALINA ST'S SYRACUSE NY***

NY SPILLS

Site ID:	162848	***Water Body:***	
Spill NO:	0304226	***REM Phase:***	0
Spill Date:	2003-07-22 08:16:00	***Lead DEC:***	CFMANNES
Close Date:	2003-07-23 00:00:00	***Reported By:***	Responsible Party
Create Date:	2003-07-22 00:00:00	***Referred to:***	
Update Date:	2003-07-23 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	137368	***Class:***	C3
Cont Factor:	Traffic Accident	***Rcvd Date:***	2003-07-22 11:02:00

UST Trust:	No	***Insp Date:***	2003-07-22 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	199	***After Hours:***	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	
Spiller Address:	
Spiller City:	***Update***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	JOHN MCCOY
Contact Phone:	(315) 460-2421
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	162848
Spill Number:	0304226
OP Unit ID:	872484
OU:	01
Material ID:	505083
Material Code:	0020A
Material NA:	transformer oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	4.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***S. SALINA (SEALER CONS.)***
S. SALINA ST. (VALLEY PLAZ SYRACUSE NY

NY SPILLS

Site ID:	304388	***Water Body:***	
Spill NO:	8706834	***REM Phase:***	0
Spill Date:	1987-11-11 16:00:00	***Lead DEC:***	HDWARNER
Close Date:	1987-11-12 00:00:00	***Reported By:***	Responsible Party
Create Date:	1987-12-01 00:00:00	***Referred to:***	
Update Date:	1995-06-02 00:00:00	***CAC Date:***	1987-11-12 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	245898	***Class:***	
Cont Factor:	Other	***Rcvd Date:***	1987-11-11 16:50:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information
-- --
Spiller Name:
Spiller Company: SEALER CONSTR.
Spiller Address:
Spiller City:
Spiller State: ZZ
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext.:
-- --
Material Information
-- --
Site ID: 304388
Spill Number: 8706834
OP Unit ID: 910715
OU: 01
Material ID: 465827
Material Code: 0001A
Material NA: #2 fuel oil
CAS NO:
Mat Family: Petroleum
Quantity: 50.00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: ***ON ROADWAY***
NORTH SALINA STREET SYRACUSE NY

NY SPILLS

Site ID: 378373
Spill NO: 0613361
Spill Date: 2007-03-13 11:46:00
Close Date: 2009-01-06 00:00:00
Create Date: 2007-03-13 12:19:00
Update Date: 2009-01-06 18:37:06.823000000
Program Type: ER
DER Facility ID: 327912
Cont Factor: Other
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 444
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: menash
Reported By: Fire Department
Referred to:
CAC Date: 2007-04-12 00:00:00
Source: Institutional, Educational, Gov., Other
Class: C3
Rcvd Date: 2007-03-13 11:46:00
Insp Date: 2007-03-13 00:00:00
County: Onondaga
Latitude:
Longitude:
After Hours: No

"CONTAINERS OF THINNERSON ROADWAY SOMEONE POKED A HOLE IN THEM AND IT LEKAED OUT ON ROADWAY AND THEY HAVE THE SUSPECT"

Decremark:

"Sayracuse Fire and Police Depts. on scene. DEC BECI and ECO called to investigate. Syracuse PD, DR 07-175734. FD Alarm # 3-751. Contents of cans spilled in front of Assumption Church. Truck stopped in vicinity of Isabella Street and North Salina."

Spiller Information

--	--
Spiller Name:	LT. WIEDEMAN
Spiller Company:	ON ROADWAY
Spiller Address:	NORTH SALINA STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	LT. WIEDEMAN
Contact Phone:	(315) 263-2713
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	378373
Spill Number:	0613361
OP Unit ID:	1135880
OU:	01
Material ID:	2125811
Material Code:	0056A
Material NA:	paint thinners
CAS NO:	
Mat Family:	Other
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***CONSTRUCTION SITE***
NORTH SALINA RD SYRACUSE NY

NY SPILLS

Site ID:	460794	***Water Body:***	ONONDAGA CREEK
Spill NO:	1112832	***REM Phase:***	0
Spill Date:	2012-02-08 13:39:00	***Lead DEC:***	RJBRAZEL
Close Date:	2012-02-08 00:00:00	***Reported By:***	Citizen
Create Date:	2012-02-08 13:44:00	***Referred to:***	
Update Date:	2012-02-08 16:06:58.777000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	415269	***Class:***	D3
Cont Factor:	Other	***Rcvd Date:***	2012-02-08 13:38:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"An anonymous caller states a geiser of unknown fluid was seen at the construction site, which discharged into the street and turned the Onondoga Creek. They are attempting to clean it up, but the area is affected. The media was informed by caller also."

Decremark:

"WE BELEIEVE THE CALLER IS REPORTING AN INCIDENT THAT OCCURRED ON FEBRUARY 7 AND IS COVERED UNDER SPILL 11-12807"

Spiller Information

--	--

Spiller Name:	UNKNOWN
Spiller Company:	CONSTRUCTION SITE
Spiller Address:	NORTH SALINA RD
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	UNKNOWN
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	460794
Spill Number:	1112832
OP Unit ID:	1210899
OU:	01
Material ID:	2208569
Material Code:	0064A
Material NA:	unknown material
CAS NO:	
Mat Family:	Other
Quantity:	
Units:	
Recovered:	
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--
Material Information	
--	--
Site ID:	460794
Spill Number:	1112832
OP Unit ID:	1210899
OU:	01
Material ID:	2208570
Material Code:	0064A
Material NA:	unknown material
CAS NO:	
Mat Family:	Other
Quantity:	
Units:	
Recovered:	
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***ROADWAY***
I-81 SOUTH AT S. SALINA ST EXIT SYRACUSE NY

NY SPILLS

Site ID:	531187	***Water Body:***	
Spill NO:	1604673	***REM Phase:***	0
Spill Date:	2016-08-08 17:10:00	***Lead DEC:***	DJLASALL

Close Date:	2016-08-09 00:00:00	***Reported By:***	Fire Department
Create Date:	2016-08-08 17:16:00	***Referred to:***	
Update Date:	2016-08-09 14:21:07.767000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	485248	***Class:***	D3
Cont Factor:	Equipment Failure	***Rcvd Date:***	2016-08-08 17:12:00
UST Trust:	No	***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"extent of the spill is being assessed now."

Decremark:

"30 gallon diesel tank fell off unknown vehicle and bounced down the roadway losing its contents prior to coming to rest at off ramp. No recoverable product. NFA"

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	KEVIN SANBORN
Contact Phone:	315-473-5676
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	531187
Spill Number:	1604673
OP Unit ID:	1279970
OU:	01
Material ID:	2285064
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***RT. 81 & PEARL ST. ACCI.***
RT 81 NORTH & PEARL ST SYRACUSE NY

NY SPILLS

Site ID:	293997	***Water Body:***	
Spill NO:	8706789	***REM Phase:***	0
Spill Date:	1987-11-01 08:00:00	***Lead DEC:***	CSCUIPLY
Close Date:	1987-11-10 00:00:00	***Reported By:***	Police Department
Create Date:	1987-12-01 00:00:00	***Referred to:***	
Update Date:	1989-02-08 00:00:00	***CAC Date:***	1987-11-10 00:00:00

Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	237918	***Class:***	
Cont Factor:	Traffic Accident	***Rcvd Date:***	1987-11-10 09:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			
Decremark:			

Spiller Information

--	--
Spiller Name:	
Spiller Company:	GLINC TRUCKING
Spiller Address:	87 WEST STAR
Spiller City:	ST.LOUIS DETERRE, QUEBEC
Spiller State:	NN
Spiller Zip:	
Spiller Country:	039
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	293997
Spill Number:	8706789
OP Unit ID:	910510
OU:	01
Material ID:	465785
Material Code:	0022
Material NA:	waste oil/used oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	30.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***NORTH LOWELL STREET AND***
WEST GENESEE STREET SYRACUSE NY

NY SPILLS

Site ID:	146109	***Water Body:***	
Spill NO:	9509629	***REM Phase:***	0
Spill Date:	1995-11-03 08:30:00	***Lead DEC:***	BFMATTHE
Close Date:	1995-11-03 00:00:00	***Reported By:***	Local Agency
Create Date:	1995-11-03 00:00:00	***Referred to:***	
Update Date:	1996-01-13 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	124441	***Class:***	C4
Cont Factor:	Traffic Accident	***Rcvd Date:***	1995-11-03 11:05:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	

CID:	216	***After Hours:***	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	UNKNOWN POS TRASH HAULER
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	JOHN EGAN
Contact Phone:	(315) 460-2421
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	146109
Spill Number:	9509629
OP Unit ID:	1020117
OU:	01
Material ID:	360571
Material Code:	0016A
Material NA:	non PCB oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	Yes
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***I/F/O FAIRMOUNT FAIR SHOPPING***
WEST GENESEE ST SYRACUSE NY

NY SPILLS

Site ID:	481697	***Water Body:***	
Spill NO:	1301318	***REM Phase:***	0
Spill Date:	2013-05-08 13:50:00	***Lead DEC:***	DJLASALL
Close Date:	2013-05-09 00:00:00	***Reported By:***	Other
Create Date:	2013-05-08 13:55:00	***Referred to:***	
Update Date:	2013-05-09 13:39:05.647000000	***CAC Date:***	
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	436949	***Class:***	D4
Cont Factor:	Unknown	***Rcvd Date:***	2013-05-08 13:53:00
UST Trust:	No	***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"sheen on road - no cleanup noted - goes from shopping center down road toward the city"

Decremark:

"site visit by DL. nothing noted on roadway."

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	MAGGIE MANETTO
Contact Phone:	(315) 952-1773
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	481697
Spill Number:	1301318
OP Unit ID:	1231459
OU:	01
Material ID:	2230213
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***HARRY L. COOK CLEANERS***
W. GENESEE ST (WESTVALE) GEDDES NY

NY SPILLS

Site ID:	60823	***Water Body:***	
Spill NO:	8808906	***REM Phase:***	0
Spill Date:	1989-02-15 10:00:00	***Lead DEC:***	AJMARSCH
Close Date:	1989-03-22 00:00:00	***Reported By:***	Fire Department
Create Date:	1989-03-08 00:00:00	***Referred to:***	
Update Date:	1989-03-22 00:00:00	***CAC Date:***	1989-03-20 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	59309	***Class:***	
Cont Factor:	Equipment Failure	***Rcvd Date:***	1989-02-15 10:25:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3432	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	HARRY L. COOK DRY CLEANER
Spiller Address:	W. GENESEE ST.

Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	60823
Spill Number:	8808906
OP Unit ID:	924802
OU:	01
Material ID:	453665
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	Yes
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***W. GENESEE SCHOOL***
W. GENESEE STREET SYRACUSE (FAIRMOUNT) NY

NY SPILLS

Site ID:	78742	***Water Body:***	
Spill NO:	8702161	***REM Phase:***	0
Spill Date:	1987-06-16 10:00:00	***Lead DEC:***	AJMARSCH
Close Date:	1989-01-13 00:00:00	***Reported By:***	Responsible Party
Create Date:	1987-09-29 00:00:00	***Referred to:***	
Update Date:	1989-01-13 00:00:00	***CAC Date:***	1989-01-13 00:00:00
Program Type:	ER	***Source:***	Institutional, Educational, Gov., Other
DER Facility ID:	73253	***Class:***	
Cont Factor:	Human Error	***Rcvd Date:***	1987-06-16 12:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3400	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	W. GENESEE SCHOOL
Spiller Address:	W. GENESEE ST.
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	

--	--
Material Information	
--	--
Site ID:	78742
Spill Number:	8702161
OP Unit ID:	908725
OU:	01
Material ID:	468474
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***SEARS OIL***
W GENESEE ST GEDDES NY

NY SPILLS

Site ID:	164230	***Water Body:***	
Spill NO:	8907109	***REM Phase:***	0
Spill Date:	1989-10-11 17:15:00	***Lead DEC:***	VOLLMER
Close Date:	1989-10-15 00:00:00	***Reported By:***	DEC
Create Date:	1989-11-08 00:00:00	***Referred to:***	
Update Date:	1990-01-12 00:00:00	***CAC Date:***	1989-10-15 00:00:00
Program Type:	ER	***Source:***	Gasoline Station or other PBS Facility
DER Facility ID:	138485	***Class:***	
Cont Factor:	Deliberate	***Rcvd Date:***	1989-10-11 17:15:00
UST Trust:	Yes	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3432	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	SEARS OIL
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	164230
Spill Number:	8907109
OP Unit ID:	934846
OU:	01

Material ID:	443906
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***FRANKIN SQUARE***
FRANKLIN SQUARE SYRACUSE NY

NY SPILLS

Site ID:	353843	***Water Body:***	ONONDAGA CREEK
Spill NO:	0508293	***REM Phase:***	0
Spill Date:	2005-10-11 21:15:00	***Lead DEC:***	CXROSSI
Close Date:	2005-10-12 00:00:00	***Reported By:***	Citizen
Create Date:	2005-10-12 09:03:00	***Referred to:***	
Update Date:	2005-10-12 11:06:00.590000000	***CAC Date:***	
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	301177	***Class:***	D6
Cont Factor:	Unknown	***Rcvd Date:***	2005-10-11 21:21:00
UST Trust:		***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	71	***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

"caller lives along the banks of the creek and says there is a strong odor of some kind of petroleum coming from the creek."

Decremark:

"Inspecton revealed no odor except the smell of sewage from Syrcuse CSOs."

Spiller Information

--	--
Spiller Name:	ANDREW SWIECK
Spiller Company:	ONONDOGA CREEK
Spiller Address:	FRANKLIN SQUARE
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13204
Spiller Country:	001
Contact Name:	ANDREW SWIECK
Contact Phone:	(315) 423-0242
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	353843
Spill Number:	0508293
OP Unit ID:	1111292
OU:	01
Material ID:	2101332
Material Code:	0066A
Material NA:	unknown petroleum

CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***LIQUOR SQUARE***
LIQUOR SQUARE ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	113766	***Water Body:***	
Spill NO:	8607383	***REM Phase:***	0
Spill Date:	1987-01-30 12:00:00	***Lead DEC:***	UNASSIGNED
Close Date:	1987-08-11 00:00:00	***Reported By:***	Citizen
Create Date:	1987-03-05 00:00:00	***Referred to:***	
Update Date:	1984-06-04 00:00:00	***CAC Date:***	1987-08-11 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	99253	***Class:***	
Cont Factor:	Abandoned Drums	***Rcvd Date:***	1987-01-30 12:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	HARTMAN CONSTRUCTION
Spiller Address:	ERIE BLVD.
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	113766
Spill Number:	8607383
OP Unit ID:	905145
OU:	01
Material ID:	554954
Material Code:	0022
Material NA:	waste oil/used oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No

Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***URINE SAMPLE SPILL***
ERIE BOULVARD WEST AT NOR SYRACUSE NY

NY SPILLS

Site ID:	348113	***Water Body:***	
Spill NO:	0503487	***REM Phase:***	0
Spill Date:	2005-06-22 16:45:00	***Lead DEC:***	KCKemp
Close Date:	2005-06-27 00:00:00	***Reported By:***	Other
Create Date:	2005-06-22 17:25:00	***Referred to:***	
Update Date:	2005-06-27 15:27:55.153000000	***CAC Date:***	2005-06-27 00:00:00
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	294458	***Class:***	D6
Cont Factor:	Unknown	***Rcvd Date:***	2005-06-22 16:58:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	408	***After Hours:***	Yes
Meets Std:	Yes		

Callerremark:

"PRODUCT IS MEDICAL WASTE IN THE ROADWAY SPILLED OUT FROM BOX. FIRE DEPARTMENT IS ON SCENE."

Decremark:

"Syr FD repsonded to urine samples that fell from a courier vehicle - traced samples back to Upstate Hospital. Advised to use gloves, pour samples down toilet, and treat containers as medical waste. "

Spiller Information

--	--
Spiller Name:	ROB
Spiller Company:	
Spiller Address:	ERIE BOULVARD WEST AT NOR
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	ROB
Contact Phone:	(315) 435-8884
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	348113
Spill Number:	0503487
OP Unit ID:	1105780
OU:	01
Material ID:	1558491
Material Code:	0063A
Material NA:	unknown hazardous material
CAS NO:	
Mat Family:	Hazardous Material
Quantity:	
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No

Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***HESS ERIE BLVD E @ STATE***
ERIE BOULVARD EAST AT STA SYRACUSE NY

NY SPILLS

Site ID:	348117	***Water Body:***	
Spill NO:	0503491	***REM Phase:***	0
Spill Date:	2005-06-22 16:15:00	***Lead DEC:***	KCKemp
Close Date:	2005-06-27 00:00:00	***Reported By:***	Fire Department
Create Date:	2005-06-22 18:07:00	***Referred to:***	
Update Date:	2005-06-27 15:23:32.153000000	***CAC Date:***	2005-06-27 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	294462	***Class:***	B4
Cont Factor:	Equipment Failure	***Rcvd Date:***	2005-06-22 17:55:00
UST Trust:	No	***Insp Date:***	2005-06-23 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	408	***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

"HAS BEEN CLEANED UP. DUE TO A RUSTED FUEL TANK ON VEHICLE."

Decremark:

"Car with Leaking gas tank controlled by Hess employees and Syracuse FD Spill No. 0503483 is duplicate of this spill. Spiller is Mary Foote, 901 North Townsend, Syracuse NY 13208"

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	MARY FOOTE
Spiller Address:	901 NORTH TOWNSEND STREET
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13208
Spiller Country:	001
Contact Name:	PAUL WIEDEMAN
Contact Phone:	(315) 473-5676
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	348117
Spill Number:	0503491
OP Unit ID:	1105784
OU:	01
Material ID:	1558495
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	5.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No

Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***NEAR HARBOR BROOK***
ERIE BLVD WEST SYRACUSE NY

NY SPILLS

Site ID:	384740	***Water Body:***	
Spill NO:	0750598	***REM Phase:***	0
Spill Date:	2007-07-10 10:00:00	***Lead DEC:***	menash
Close Date:	2009-02-18 00:00:00	***Reported By:***	DEC
Create Date:	2007-07-23 14:58:00	***Referred to:***	
Update Date:	2009-02-18 11:49:37.783000000	***CAC Date:***	2007-10-09 00:00:00
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	259295	***Class:***	C2
Cont Factor:	Deliberate	***Rcvd Date:***	2007-07-10 10:05:00
UST Trust:		***Insp Date:***	2007-07-10 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"Abandoned 5-gal container found along roadside near harbor brook."

Decremark:

"Op-tec recovered and disposed of container."

Spiller Information

--	--
Spiller Name:	
Spiller Company:	
Spiller Address:	
Spiller City:	
Spiller State:	
Spiller Zip:	
Spiller Country:	
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	384740
Spill Number:	0750598
OP Unit ID:	1142032
OU:	01
Material ID:	2132251
Material Code:	0022
Material NA:	waste oil/used oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	5.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	

--	--

Site: ***RUSSO AUTOMOTIVE***
ERIE BLVD W RUSSO AUTOMOT SYRACUSE NY

NY SPILLS

Site ID:	327050	***Water Body:***	
Spill NO:	8805535	***REM Phase:***	0
Spill Date:	1988-09-29 05:10:00	***Lead DEC:***	AJMARSCH
Close Date:	1989-01-13 00:00:00	***Reported By:***	Citizen
Create Date:	1988-10-05 00:00:00	***Referred to:***	
Update Date:	1989-01-13 00:00:00	***CAC Date:***	1988-12-08 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	263293	***Class:***	
Cont Factor:	Deliberate	***Rcvd Date:***	1988-09-30 10:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	AUGUST RUSSO
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	327050
Spill Number:	8805535
OP Unit ID:	922516
OU:	01
Material ID:	457438
Material Code:	0022
Material NA:	waste oil/used oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	55.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	Yes
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***ON ASPHALT***
WATER STREET SYRACUSE NY 13202

NY SPILLS

Site ID:	373581	***Water Body:***	

Spill NO:	0651554	***REM Phase:***	0
Spill Date:	2006-10-24 12:15:00	***Lead DEC:***	CFMANNES
Close Date:	2009-02-18 00:00:00	***Reported By:***	Other
Create Date:	2006-11-15 10:16:00	***Referred to:***	
Update Date:	2009-02-18 11:55:18.370000000	***CAC Date:***	2006-10-24 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	323321	***Class:***	D2
Cont Factor:	Equipment Failure	***Rcvd Date:***	2006-10-24 13:15:00
UST Trust:		***Insp Date:***	2006-10-14 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

"Caller is lead GC for construction of Center of Excellence, observed passenger bus have hyraulic equipment failure. The location is on Water street- adjacent to the construction site-outside of the construction zone. Caller has been working with DEC lead contact regarding contruction-spill issues on the COE site. Caller following standard practices for reporting spill (on site or off site as related to COE site)"

Decremark:

"Originally caller contacted DEC spill hotline- R7 did not recieve intial report from hotline, Caller contacted DEC lead for follow up. As result R7 generated spill number."

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	UNKNOWN
Spiller Address:	UNKNOWN
Spiller City:	UNKNOWN
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	999
Contact Name:	TONY RORICK
Contact Phone:	(315) 422-8367
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	373581
Spill Number:	0651554
OP Unit ID:	1131281
OU:	01
Material ID:	2120973
Material Code:	0010
Material NA:	hydraulic oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	8.00
Units:	G
Recovered:	7.50
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***WATER ST***
WATER ST SYRACUSE NY

NY SPILLS

Site ID:	324423	***Water Body:***	
Spill NO:	9304013	***REM Phase:***	0

Spill Date:	1993-06-28 08:00:00	***Lead DEC:***	HDWARNER
Close Date:	1995-02-09 00:00:00	***Reported By:***	Citizen
Create Date:	1993-08-09 00:00:00	***Referred to:***	
Update Date:	1995-02-09 00:00:00	***CAC Date:***	1995-02-09 00:00:00
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	261317	***Class:***	D5
Cont Factor:	Abandoned Drums	***Rcvd Date:***	1993-06-29 13:37:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	UNK
Spiller Address:	
Spiller City:	***UPDATE***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	324423
Spill Number:	9304013
OP Unit ID:	982302
OU:	01
Material ID:	397548
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***SUNY MEDICAL KENNEDY SQUARE***
EAST WATER ST SYRACUSE NY

NY SPILLS

Site ID:	414025	***Water Body:***	
Spill NO:	0901997	***REM Phase:***	0
Spill Date:	2009-05-19 12:42:00	***Lead DEC:***	MJROMOCK
Close Date:	2009-06-22 00:00:00	***Reported By:***	Other
Create Date:	2009-05-19 12:44:00	***Referred to:***	
Update Date:	2009-06-22 09:06:10.370000000	***CAC Date:***	
Program Type:	ER	***Source:***	Institutional, Educational, Gov., Other
DER Facility ID:	363126	***Class:***	C3
Cont Factor:	Other	***Rcvd Date:***	2009-05-19 12:42:00

UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"TANK REMOVAL OF A 8000 GALLON UST. SOIL CONTAMINATION WAS FOUND CLEAN UP IS PENDING. CALLER STATES THAT THEY JUST REGISTERED THE TANKS AND THE PBS NUMBER IS NOT AVAILABLE."

Decremark:

"5/19/09 - Tanks being removed for new construction. Op-Tch is doing the tank removal and required soil sampling. 6/19/09 - Rec'd tank closure report. OK. Closing file"

Spiller Information

--	--
Spiller Name:	CLAUDE THAUVETTE
Spiller Company:	SUNY MEDICAL
Spiller Address:	EAST WATER ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	CLAUDE THAUVETTE
Contact Phone:	(315) 464-5782
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	414025
Spill Number:	0901997
OP Unit ID:	1170419
OU:	01
Material ID:	2162149
Material Code:	0001A
Material NA:	#2 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	G
Recovered:	
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***SYRACUSE SUDS FACTORY***
AMOS BLDG. WATER ST. SYRACUSE NY

NY SPILLS

Site ID:	280956	***Water Body:***	
Spill NO:	9208516	***REM Phase:***	0
Spill Date:	1992-10-23 14:10:00	***Lead DEC:***	ROMOCKI
Close Date:	1992-10-23 00:00:00	***Reported By:***	Citizen
Create Date:		***Referred to:***	
Update Date:	2003-12-02 00:00:00	***CAC Date:***	1992-10-23 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	228148	***Class:***	D3
Cont Factor:	Deliberate	***Rcvd Date:***	1992-10-23 14:15:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga

SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	SYRACUSE SUDS FACTORY
Spiller Address:	WATER ST.
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	13204
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	280956
Spill Number:	9208516
OP Unit ID:	975276
OU:	01
Material ID:	405608
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***TRANSFORMER POLE #17***
East Washington St Syracuse NY

NY SPILLS

Site ID:	498534	***Water Body:***	
Spill NO:	1405121	***REM Phase:***	0
Spill Date:	2014-08-11 19:10:00	***Lead DEC:***	SMFITZGE
Close Date:	2014-08-18 00:00:00	***Reported By:***	Responsible Party
Create Date:	2014-08-11 19:17:00	***Referred to:***	
Update Date:	2014-09-03 14:52:24.520000000	***CAC Date:***	
Program Type:	ER	***Source:***	Transformer
DER Facility ID:	453518	***Class:***	D4
Cont Factor:	Equipment Failure	***Rcvd Date:***	2014-08-11 19:14:00
UST Trust:	No	***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"Spilled to soil. Optec on scene cleaning up now."

Decremark:

"9/3/14 NG spill report received from Optech and loaded into decdocs. Transfomer manufacturer certified < 1ppm PCBs. kac"

Spiller Information

--	--
Spiller Name:	RICHARD FOX
Spiller Company:	NATIONAL GRID
Spiller Address:	EAST WASHINGTON ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	RICHARD FOX
Contact Phone:	(315) 460-2385
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	498534
Spill Number:	1405121
OP Unit ID:	1247984
OU:	01
Material ID:	2249333
Material Code:	0020A
Material NA:	transformer oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	1.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***WARREN ST BUILDING***
WARREN ST SYRACUSE NY

NY SPILLS

Site ID:	61346	***Water Body:***	
Spill NO:	8906005	***REM Phase:***	0
Spill Date:	1989-09-18 16:42:00	***Lead DEC:***	GREGG
Close Date:	1989-09-18 00:00:00	***Reported By:***	Citizen
Create Date:		***Referred to:***	
Update Date:	2003-12-02 00:00:00	***CAC Date:***	1989-09-18 00:00:00
Program Type:	ER	***Source:***	Gasoline Station or other PBS Facility
DER Facility ID:	59745	***Class:***	
Cont Factor:	Deliberate	***Rcvd Date:***	1989-09-18 16:42:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	

Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	61346
Spill Number:	8906005
OP Unit ID:	931198
OU:	01
Material ID:	446396
Material Code:	0026A
Material NA:	asbestos
CAS NO:	01332214
Mat Family:	Hazardous Material
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	Yes
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--
Material Information	
--	--
Site ID:	61346
Spill Number:	8906005
OP Unit ID:	931198
OU:	01
Material ID:	446395
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	Yes
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***FINANCIAL PLAZABLDG***
WARREN ST SYRACUSE NY

NY SPILLS

Site ID:	61347	***Water Body:***	
Spill NO:	8906509	***REM Phase:***	0
Spill Date:	1989-10-02 23:00:00	***Lead DEC:***	MENASH
Close Date:	1989-10-03 00:00:00	***Reported By:***	Citizen

Create Date:	1989-11-07 00:00:00	***Referred to:***	
Update Date:	1990-01-12 00:00:00	***CAC Date:***	1989-10-03 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	59745	***Class:***	
Cont Factor:	Deliberate	***Rcvd Date:***	1989-10-03 09:30:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	
Spiller Address:	
Spiller City:	***Update***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	61347
Spill Number:	8906509
OP Unit ID:	934289
OU:	01
Material ID:	446922
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***EAST FAYETTE ST OIL***
EAST FAYETTE BTW WARREN AND MCBRIDE SYRACUSE NY 13202

NY SPILLS

Site ID:	384519	***Water Body:***	NONE
Spill NO:	0750577	***REM Phase:***	0
Spill Date:	2007-07-18 14:00:00	***Lead DEC:***	kckemp
Close Date:	2007-07-18 00:00:00	***Reported By:***	DEC
Create Date:	2007-07-18 15:14:00	***Referred to:***	
Update Date:	2007-07-18 15:14:09.430000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	333920	***Class:***	C3
Cont Factor:	Equipment Failure	***Rcvd Date:***	2007-07-18 14:05:00
UST Trust:		***Insp Date:***	
Penalty:		***County:***	Onondaga

SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"oil spill onto roadway"

Decremark:

"oil trail noted on East Fayette St, starting at Warren St proceeding easterly to McBride, then south onto McBride 1/2 block where vehicle stopped. Vehicle removed from scene prior to FD arrival. Syr FD Hazmat spread absorbant and sand. DOT to use sweeper to pick up absorbent."

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	3215) 426-7519
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	384519
Spill Number:	0750577
OP Unit ID:	1141821
OU:	01
Material ID:	2132034
Material Code:	0015
Material NA:	motor oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	20.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	No
--	--

Site: ***CITY COURT HOUSE BLDGS.***
STATE STREET SYRACUSE NY

NY SPILLS

Site ID:	257376	***Water Body:***	
Spill NO:	0460019	***REM Phase:***	0
Spill Date:	2004-06-17 13:00:00	***Lead DEC:***	MENASH
Close Date:	2009-01-06 00:00:00	***Reported By:***	Citizen
Create Date:	2004-06-17 14:03:00	***Referred to:***	
Update Date:	2009-01-06 18:49:46.843000000	***CAC Date:***	2006-01-26 00:00:00
Program Type:	ER	***Source:***	Institutional, Educational, Gov., Other
DER Facility ID:	210740	***Class:***	C3
Cont Factor:	Equipment Failure	***Rcvd Date:***	2004-06-17 14:00:00
UST Trust:	No	***Insp Date:***	2004-06-17 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No

Meets Std: No
Callerremark:

Decremark:

Spiller Information
-- --
Spiller Name:
Spiller Company: CITY OF SYRACUSE
Spiller Address:
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: BILL ROSE
Contact Phone: (315) 435-2284
Contact Ext.:
-- --
Material Information
-- --
Site ID: 257376
Spill Number: 0460019
OP Unit ID: 890586
OU: 01
Material ID: 485577
Material Code: 0008
Material NA: diesel
CAS NO:
Mat Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: Yes
Med Air: No
Med In Air: No
Med GW: No
Med SW: No
Med DW: No
Med Sewer: No
Med Surf: No
Med Subway: No
Med Utility: No
Oxygenate:
-- --

Site: ***EAST COLVIN AND***
STATE STREET SYRACUSE NY

NY SPILLS

Site ID: 231429
Spill NO: 9608949
Spill Date: 1996-10-18 10:45:00
Close Date: 1996-11-18 00:00:00
Create Date: 1996-10-18 00:00:00
Update Date: 1996-11-16 00:00:00
Program Type: ER
DER Facility ID: 210740
Cont Factor: Equipment Failure
UST Trust: No
Penalty: No
SWIS Code: 3415
DEC Region: 7
CID: 270
Meets Std: No
Callerremark:

Water Body:
REM Phase: 0
Lead DEC: HDWARNER
Reported By: Affected Persons
Referred to:
CAC Date:
Source: Commercial Vehicle
Class: C3
Rcvd Date: 1996-10-18 12:48:00
Insp Date:
County: Onondaga
Latitude:
Longitude:
After Hours: No

Decremark:

Spiller Information
-- --

Spiller Name:	PAT STOCK
Spiller Company:	SYRACUSE UNIVERSITY
Spiller Address:	029 LYMAN HALL
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	PAT
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	231429
Spill Number:	9608949
OP Unit ID:	1037056
OU:	01
Material ID:	344681
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	10.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***AIR DISCHARGE***
STATE STREET SYRACUSE NY

NY SPILLS

Site ID:	257377	***Water Body:***	
Spill NO:	9102410	***REM Phase:***	0
Spill Date:	1991-05-30 08:00:00	***Lead DEC:***	HDWARNER
Close Date:	1991-05-31 00:00:00	***Reported By:***	Citizen
Create Date:		***Referred to:***	
Update Date:	2003-12-02 00:00:00	***CAC Date:***	1991-05-31 00:00:00
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	210740	***Class:***	
Cont Factor:	Unknown	***Rcvd Date:***	1991-05-30 17:15:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	UNKOWN
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999

Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	257377
Spill Number:	9102410
OP Unit ID:	956272
OU:	01
Material ID:	424927
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	No
Med Air:	Yes
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***CRANE HOGAN***
north state st syracuse NY

NY SPILLS

Site ID:	418018	***Water Body:***	
Spill NO:	0905732	***REM Phase:***	0
Spill Date:	2009-08-17 10:45:00	***Lead DEC:***	RJBRAZEL
Close Date:	2009-08-17 00:00:00	***Reported By:***	Fire Department
Create Date:	2009-08-17 10:47:00	***Referred to:***	
Update Date:	2009-08-17 10:54:11.977000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	367153	***Class:***	D4
Cont Factor:	Equipment Failure	***Rcvd Date:***	2009-08-17 10:45:00
UST Trust:	No	***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		

Callerremark:

"DUE TO A LEAK IN A FORK LIFT ABOUT 20 GALLONS SPILLED TO CONCRETE CLEAN UP IS PENDING AND SPILL IS CONTAINED."

Decremark:

""

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	CRANE HOGAN
Spiller Address:	NORTH STATE ST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	STEVEN MCLAUGHLIN
Contact Phone:	(315) 263-2713
Contact Ext.:	

--	--
Material Information	
--	--
Site ID:	418018
Spill Number:	0905732
OP Unit ID:	1174213
OU:	01
Material ID:	2166498
Material Code:	0010
Material NA:	hydraulic oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	20.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***VAULT 58178***
SOUTH SALINA STREET SYRACUSE NY 13205

NY SPILLS

Site ID:	476619	***Water Body:***	
Spill NO:	1213435	***REM Phase:***	0
Spill Date:	2012-12-11 17:30:00	***Lead DEC:***	KCKEMP
Close Date:	2012-12-12 00:00:00	***Reported By:***	Responsible Party
Create Date:	2012-12-11 17:58:00	***Referred to:***	
Update Date:	2012-12-12 15:35:38.310000000	***CAC Date:***	2012-12-11 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	431953	***Class:***	D4
Cont Factor:	Equipment Failure	***Rcvd Date:***	2012-12-11 17:55:00
UST Trust:	No	***Insp Date:***	2012-12-11 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"Spill is contained to the vault. Clean up pending Optech arrival."

Decremark:

"CONTAINED TO VAULT AND CLEANED BY OPTECH"

Spiller Information	
--	--
Spiller Name:	STEVE BERNESH
Spiller Company:	NATIONAL GRID
Spiller Address:	HENRY CLAY BLVD
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	STEVE BERNESH
Contact Phone:	(315) 436-5226
Contact Ext.:	
--	--
Material Information	
--	--

Site ID:	476619
Spill Number:	1213435
OP Unit ID:	1226444
OU:	01
Material ID:	2223706
Material Code:	0016A
Material NA:	non PCB oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	12.00
Units:	G
Recovered:	12.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	Yes
Oxygenate:	
--	--

Site: ***TRANS POLE 158***
SOUTH SALINA STREET SYRACUSE NY

NY SPILLS

Site ID:	451681	***Water Body:***	
Spill NO:	1104092	***REM Phase:***	0
Spill Date:	2011-07-13 16:30:00	***Lead DEC:***	RJBRAZEL
Close Date:	2011-11-04 00:00:00	***Reported By:***	Other
Create Date:	2011-07-13 16:50:00	***Referred to:***	
Update Date:	2011-11-04 10:05:23.823000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	156332	***Class:***	C4
Cont Factor:	Equipment Failure	***Rcvd Date:***	2011-07-13 16:48:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"non pcb to roadway, cleanup pending w/optech."

Decremark:

""

Spiller Information

--	--
Spiller Name:	
Spiller Company:	NAT GRID
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	BOB CAZZOLI
Contact Phone:	315-460-2388
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	451681
Spill Number:	1104092
OP Unit ID:	1201864

OU:	01
Material ID:	2198428
Material Code:	0020A
Material NA:	transformer oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***UNITED RENTALS BATTERIES***
ERIE BLVD WEST AND HIAWATHA WEST SYRACUSE NY 13209

NY SPILLS

Site ID:	355862	***Water Body:***	
Spill NO:	0509984	***REM Phase:***	0
Spill Date:	2005-11-21 13:31:00	***Lead DEC:***	KCKemp
Close Date:	2005-11-21 00:00:00	***Reported By:***	Fire Department
Create Date:	2005-11-21 13:49:00	***Referred to:***	
Update Date:	2005-11-21 15:37:33.437000000	***CAC Date:***	2005-11-21 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	305900	***Class:***	C3
Cont Factor:	Other	***Rcvd Date:***	2005-11-21 13:31:00
UST Trust:	No	***Insp Date:***	2005-11-21 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	444	***After Hours:***	No
Meets Std:	No		
Callerremark:			

"13 BATTERIES FELL OFF A TRUCK AND SPILLED IN THE ROAD(THEY ARE CAR BATTERIES) FIRE CO ON SCENE, WOULD LIKE A DEC REP TO RESPOND;"

Decremark:

"8 large lead acid batteries fell from unsecured load in back of pickup, spilling acid onto roadway. Syracsue FD neutralized with sodium bicarb, then placed acid spill pads around leaking batteries. Driver (Dustin DeCarr) ticketed for unsecured load. Tony Esce, supr from United Rentals, responded, and subsequently contracted directly with OpTech for cleanup and reimbursement of spill supplies to Syracuse FD. Residue hosed from roadway per RSE discretion."

Spiller Information	
--	--
Spiller Name:	TONY ESCE
Spiller Company:	UNITED RENTALS
Spiller Address:	7178 SCHUYLER RD
Spiller City:	EAST SYRACUSE
Spiller State:	NY
Spiller Zip:	13057
Spiller Country:	001
Contact Name:	FIRE CONTROL
Contact Phone:	(315) 435-8884
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	355862
Spill Number:	0509984
OP Unit ID:	1113195

OU:	01
Material ID:	2103263
Material Code:	0044A
Material NA:	battery acid
CAS NO:	
Mat Family:	Other
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***ERIE BLVD EAST OF BRIDGE***
ERIE BLVD EAST OF BRIDGE DEWITT NY

NY SPILLS

Site ID:	242393	***Water Body:***	AND STORM DRAIN
Spill NO:	0403218	***REM Phase:***	0
Spill Date:	2004-06-24 09:46:00	***Lead DEC:***	CXROSSI
Close Date:	2004-06-24 00:00:00	***Reported By:***	Police Department
Create Date:	2004-06-24 00:00:00	***Referred to:***	
Update Date:	2004-06-24 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	199190	***Class:***	C3
Cont Factor:	Equipment Failure	***Rcvd Date:***	2004-06-24 09:46:00
UST Trust:	No	***Insp Date:***	2004-06-24 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3426	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	444	***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	PATTY
Spiller Company:	WASTE MANAGMNET
Spiller Address:	4521 STEELWAY BLVD NORTH
Spiller City:	LIVERPOOL
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	JOANNE CROOK
Contact Phone:	(315) 435-8881
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	242393
Spill Number:	0403218
OP Unit ID:	886652
OU:	01
Material ID:	490811
Material Code:	0010
Material NA:	hydraulic oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	45.00

Units:	G
Recovered:	45.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***DELTA SONIC CAR WASH***
ERIE BLVD EAST SYRACUSE NY 13214

NY SPILLS

Site ID:	368692	***Water Body:***	
Spill NO:	0605517	***REM Phase:***	0
Spill Date:	2006-08-11 10:53:00	***Lead DEC:***	mjromock
Close Date:	2006-08-11 00:00:00	***Reported By:***	Citizen
Create Date:	2006-08-11 11:09:00	***Referred to:***	
Update Date:	2006-08-11 11:19:00.780000000	***CAC Date:***	
Program Type:	ER	***Source:***	Gasoline Station or other PBS Facility
DER Facility ID:	318591	***Class:***	
Cont Factor:	Human Error	***Rcvd Date:***	2006-08-11 10:53:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3426	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	410	***After Hours:***	No
Meets Std:	No		
Callerremark:			

"CALLER REPORTS THAT WHILE PUMPING GAS AND RETURNING NOZEL BACK TO DISPENSER THAT THE GAS CONTINUED TO PUMP OUT AND SPILL ON GROUND, AND HIMSELF: CALLER WAS CONCERNED OVER MATERIAL SPILLED, AND REPORTED TO STORE CLERK: CALLER ALSO FOLLOWED UP WITH A CALL TO THE SPILL HOTLINE:"

Decremark:

"8/11/06 - Called the person who reported the spill. Hestated that the nozzle failed to shut off when he was done filling the vehicle with fuel. Approx 5 gallons of fuel spilled to the ground on pavement. I also called Delta Sonic Carwash and interviewed the manager, Josh Walless. He stated that the customer had locked the nozzle open causing the fuel to continue pumping. Cleanup was initiated by the Delta Sonic personnel. No fuel entered storm drains or waterbodies. "

Spiller Information

--	--
Spiller Name:	BOB MCDONOUGH
Spiller Company:	DELTA SONIC CAR WASH
Spiller Address:	ERIE BLVD EAST
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	BOB MCDONOUGH
Contact Phone:	(315) 446-3180
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	368692
Spill Number:	0605517
OP Unit ID:	1126558
OU:	01
Material ID:	2116097
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum

Quantity:	
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***ERIE BLVD & SO. STATE ST.***
ERIE BLVD Syracuse NY

NY SPILLS

Site ID:	146139	***Water Body:***	
Spill NO:	9606811	***REM Phase:***	0
Spill Date:	1996-08-27 12:00:00	***Lead DEC:***	CFMANNES
Close Date:	1996-11-14 00:00:00	***Reported By:***	Other
Create Date:	1996-08-28 00:00:00	***Referred to:***	
Update Date:	1996-11-15 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Gasoline Station or other PBS Facility
DER Facility ID:	124466	***Class:***	C3
Cont Factor:	Unknown	***Rcvd Date:***	1996-08-28 10:58:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3400	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	275	***After Hours:***	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	DENNIS VIOLANTE
Spiller Company:	SEAR REALTY CO, INC.
Spiller Address:	1914 BLACK RIVER BLVD
Spiller City:	ROME
Spiller State:	NY
Spiller Zip:	13440-
Spiller Country:	001
Contact Name:	KELLY THOMPSON
Contact Phone:	(315) 463-0270
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	146139
Spill Number:	9606811
OP Unit ID:	1034608
OU:	01
Material ID:	346082
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No

Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***SAMS CLUB***
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	499303	***Water Body:***	
Spill NO:	1405854	***REM Phase:***	0
Spill Date:	2014-08-31 17:43:00	***Lead DEC:***	CFNORRIS
Close Date:	2014-09-03 00:00:00	***Reported By:***	Other
Create Date:	2014-08-31 17:45:00	***Referred to:***	
Update Date:	2014-09-03 15:29:01.767000000	***CAC Date:***	
Program Type:	ER	***Source:***	Gasoline Station or other PBS Facility
DER Facility ID:	308887	***Class:***	C3
Cont Factor:	Housekeeping	***Rcvd Date:***	2014-08-31 17:43:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"Hello, I am taking the time to contact your department about gasoline spills, over 5 gallons sometimes I have observed, at the gas station at Sam's Club on Erie Blvd. in Syracuse, NY. I have spoken with some of the station attendants about cleaning the spills and they say that they will get right on it, but they don't do anything. One time one of the attendants stated that it will just evaporate, so what's the big deal? Recently, one of the attendants stated that he will get around to cleaning up the gas spill after he has spoken with the customers about signing up for credit cards and bonus programs. This last statement is actually what prompted this email. He told me that the management of Sam's Club has instructed the workers at the gas station that compliance with DEC is secondary to the instruction of pushing credit card applications, which is their primary focus and job security! Really? Can this be true? My concern about the gas spills at this particular location, and hence this email, is because it is located so close to wetlands. I do wish to remain anonymous because I do not wish for any problems when I go shopping at Sam's Club. Please let me know if your department has any questions. Sincerely, Ron"

Decremark:

"Kevin Kemp has been informed of the caller's report. He will take further action PBS guidlines."

Spiller Information

--	--
Spiller Name:	
Spiller Company:	SAMS CLUB
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	ANONYMOUS
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	499303
Spill Number:	1405854
OP Unit ID:	1248724
OU:	01
Material ID:	2250231
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	
Recovered:	

Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***ADVANCED AUTO PARTS***
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	453253	***Water Body:***	
Spill NO:	1105593	***REM Phase:***	0
Spill Date:	2011-08-15 16:00:00	***Lead DEC:***	DJLASALL
Close Date:	2011-08-18 00:00:00	***Reported By:***	Citizen
Create Date:	2011-08-16 19:13:00	***Referred to:***	
Update Date:	2011-11-22 10:42:26.637000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	308887	***Class:***	D6
Cont Factor:	Human Error	***Rcvd Date:***	2011-08-16 19:07:00
UST Trust:	No	***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"Citizen is reporting his company for not cleaning up oil in the parking lot. He wants to remain completely anonymous for fear of losing his job. He says the oil is left in the parking lot then carried into the sewer system when it rains."

Decremark:

"spoke with caller. cause of spill is vehicles in parking lot leaking fluids. will visit site and advise manager to apply sorbents when this occurs in the future."

Spiller Information

--	--
Spiller Name:	
Spiller Company:	ADVANCED AUTO PARTS
Spiller Address:	ERIE BLVD
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	JEREMY HYDE
Contact Phone:	(315) 450-6704
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	453253
Spill Number:	1105593
OP Unit ID:	1203411
OU:	01
Material ID:	2200057
Material Code:	0005A
Material NA:	auto waste fluids
CAS NO:	
Mat Family:	Petroleum
Quantity:	
Units:	
Recovered:	
Med Soil:	No
Med Air:	No

Med In Air:	No
Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	Yes
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***SEARS OIL/GAS***
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	146140	***Water Body:***	
Spill NO:	9702847	***REM Phase:***	0
Spill Date:	1997-06-04 12:00:00	***Lead DEC:***	HDWARNER
Close Date:	2011-06-03 00:00:00	***Reported By:***	Other
Create Date:	1997-06-05 00:00:00	***Referred to:***	
Update Date:	2011-06-03 14:51:52.447000000	***CAC Date:***	
Program Type:	ER	***Source:***	Gasoline Station or other PBS Facility
DER Facility ID:	308887	***Class:***	C3
Cont Factor:	Other	***Rcvd Date:***	1997-06-05 16:13:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	323	***After Hours:***	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	JOE DURAND
Spiller Company:	SEARS OIL/GAS
Spiller Address:	ERIE BLVD
Spiller City:	SYRACUSE
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	JOE DURAND
Contact Phone:	(315) 638-8587
Contact Ext.:	
--	--

Site: ***ROTH STEEL CO.***
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	277490	***Water Body:***	
Spill NO:	9207325	***REM Phase:***	0
Spill Date:	1992-09-23 10:00:00	***Lead DEC:***	GREGG
Close Date:	1992-09-24 00:00:00	***Reported By:***	Citizen
Create Date:	1992-09-24 00:00:00	***Referred to:***	
Update Date:	1992-09-25 00:00:00	***CAC Date:***	1992-09-24 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	308887	***Class:***	D6
Cont Factor:	Deliberate	***Rcvd Date:***	1992-09-24 12:44:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	ROTH STEEL
Spiller Address:	ERIE BLVD.
Spiller City:	SYRACUSE
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	277490
Spill Number:	9207325
OP Unit ID:	970972
OU:	01
Material ID:	407965
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***HARBOR ST***
ERIE BLVD SYRACUSE NY

NY SPILLS

Site ID:	146141	***Water Body:***	
Spill NO:	9710356	***REM Phase:***	0
Spill Date:	1997-12-09 11:00:00	***Lead DEC:***	RJBRAZEL
Close Date:	1999-11-22 00:00:00	***Reported By:***	Other
Create Date:	1997-12-09 00:00:00	***Referred to:***	
Update Date:	2012-04-06 10:14:28.570000000	***CAC Date:***	1999-07-23 00:00:00
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	308887	***Class:***	C3
Cont Factor:	Unknown	***Rcvd Date:***	1997-12-09 16:58:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	211	***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	

Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	CONRAD TEUFEL
Contact Phone:	(315) 699-5281
Contact Ext.:	
--	--

Site: ***AAC***
ERIE BLVD Syracuse NY

NY SPILLS

Site ID:	146138	***Water Body:***	
Spill NO:	9107019	***REM Phase:***	0
Spill Date:	1991-09-28 12:00:00	***Lead DEC:***	GREGG
Close Date:	1991-09-30 00:00:00	***Reported By:***	Responsible Party
Create Date:	1991-10-02 00:00:00	***Referred to:***	
Update Date:	1991-10-02 00:00:00	***CAC Date:***	1991-09-30 00:00:00
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	124466	***Class:***	
Cont Factor:	Human Error	***Rcvd Date:***	1991-09-30 19:46:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3400	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	AAC
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	146138
Spill Number:	9107019
OP Unit ID:	961255
OU:	01
Material ID:	419254
Material Code:	0026A
Material NA:	asbestos
CAS NO:	01332214
Mat Family:	Hazardous Material
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Material Information

--	--
Site ID:	146138
Spill Number:	9107019
OP Unit ID:	961255
OU:	01
Material ID:	419253
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	20.00
Units:	
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***TCE PLUME COASTAL TERM.***
OIL CITY CLINTON ST SYRACUSE NY

NY SPILLS

Site ID:	108114	***Water Body:***	
Spill NO:	8911556	***REM Phase:***	0
Spill Date:	1990-04-20 12:00:00	***Lead DEC:***	VOLLMER
Close Date:	1998-10-14 00:00:00	***Reported By:***	Affected Persons
Create Date:	1990-03-14 00:00:00	***Referred to:***	
Update Date:	1998-10-14 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Unknown
DER Facility ID:	95036	***Class:***	C1
Cont Factor:	Unknown	***Rcvd Date:***	1989-06-01 12:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	108114
Spill Number:	8911556
OP Unit ID:	937237
OU:	01
Material ID:	441069

Material Code:	0002A
Material NA:	#4 fuel oil
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	Yes
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***PARKING LOT***
100 CLINTON SQUARE SYRACUSE NY

NY SPILLS

Site ID:	468137	***Water Body:***	
Spill NO:	1205214	***REM Phase:***	0
Spill Date:	2012-08-23 11:10:00	***Lead DEC:***	menash
Close Date:	2013-01-08 00:00:00	***Reported By:***	Other
Create Date:	2012-08-23 11:14:00	***Referred to:***	
Update Date:	2013-01-08 14:34:22.327000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial/Industrial
DER Facility ID:	422434	***Class:***	C3
Cont Factor:	Other	***Rcvd Date:***	2012-08-23 10:25:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	No		
Callerremark:			

"407 ppm voc. Intermixed with soil. Approx 20 yards of soil worth. Clean up in progress. Found due to excavation for a parking lot."

Decremark:

"EMHOFF ASSOCIATES, LLC hired SUN Environmental to oversee removal of 2K UST and subsequent tanks as required. Waiting permits from Syracuse FD to remove tank. 15 Oct 2012- Clean up complete. No further remediation required."

Spiller Information	
--	--
Spiller Name:	
Spiller Company:	JAMES BRUER
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	MATTHEW NOTARO
Contact Phone:	(315) 506-0299
Contact Ext.:	
--	--
Material Information	
--	--
Site ID:	468137
Spill Number:	1205214
OP Unit ID:	1218069
OU:	01
Material ID:	2216427
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	

Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***NYS DOT - BUTTERNUT DRIVE***
BUTTERNUT DRIVE DEWITT NY

NY SPILLS

Site ID:	295482	***Water Body:***	DITCH
Spill NO:	8807425	***REM Phase:***	0
Spill Date:	1988-12-07 10:00:00	***Lead DEC:***	GREGG
Close Date:	1988-12-08 00:00:00	***Reported By:***	Citizen
Create Date:		***Referred to:***	
Update Date:	2003-12-02 00:00:00	***CAC Date:***	1988-12-08 00:00:00
Program Type:	ER	***Source:***	Institutional, Educational, Gov., Other
DER Facility ID:	239115	***Class:***	
Cont Factor:	Housekeeping	***Rcvd Date:***	1988-12-07 10:00:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Cayuga
SWIS Code:	0600	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	No
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	NYS DOT
Spiller Address:	BUTTERNUT DRIVE
Spiller City:	DEWITT
Spiller State:	NY
Spiller Zip:	
Spiller Country:	001
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	295482
Spill Number:	8807425
OP Unit ID:	922908
OU:	01
Material ID:	455768
Material Code:	0066A
Material NA:	unknown petroleum
CAS NO:	
Mat Family:	Petroleum
Quantity:	.00
Units:	
Recovered:	.00
Med Soil:	No
Med Air:	No
Med In Air:	No

Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***ON ROADWAY***
N/B I-695 to E/B I-690 Ramp Geddes NY

NY SPILLS

Site ID:	485762	***Water Body:***	
Spill NO:	1305204	***REM Phase:***	0
Spill Date:	2013-08-14 05:48:00	***Lead DEC:***	DJLASALL
Close Date:	2013-08-14 00:00:00	***Reported By:***	Fire Department
Create Date:	2013-08-14 06:16:00	***Referred to:***	
Update Date:	2013-08-14 11:35:45.543000000	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	440885	***Class:***	D3
Cont Factor:	Traffic Accident	***Rcvd Date:***	2013-08-14 06:11:00
UST Trust:	No	***Insp Date:***	
Penalty:		***County:***	Onondaga
SWIS Code:	3432	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:		***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

"Spill on the merge ramps of the two highways. Fire is on scene."

Decremark:

"Barr Transportation hired Op-Tech to excavate and dispose of diesel contaminated soil and speedy dry from area under saddle tank where truck came to rest."

Spiller Information

--	--
Spiller Name:	
Spiller Company:	BARR TRANSPORTATION
Spiller Address:	
Spiller City:	AUBURN
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	CHIEF ANGELO CANTELLO
Contact Phone:	(315) 952-0526
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	485762
Spill Number:	1305204
OP Unit ID:	1235420
OU:	01
Material ID:	2234676
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No

Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***MILE POST 76.0***
I-81NB NEDROW EXIT ONONDAGA NY

NY SPILLS

Site ID:	287356	***Water Body:***	UNK
Spill NO:	9710364	***REM Phase:***	0
Spill Date:	1997-12-09 22:30:00	***Lead DEC:***	HDWARNER
Close Date:	1997-12-09 00:00:00	***Reported By:***	Fire Department
Create Date:	1997-12-09 00:00:00	***Referred to:***	
Update Date:	2001-03-30 00:00:00	***CAC Date:***	2001-03-20 00:00:00
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	232780	***Class:***	C3
Cont Factor:	Traffic Accident	***Rcvd Date:***	1997-12-09 23:04:00
UST Trust:	No	***Insp Date:***	
Penalty:	Yes	***County:***	Onondaga
SWIS Code:	3442	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	233	***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	UNK
Spiller Address:	
Spiller City:	***UPDATE***
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	999
Contact Name:	
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	287356
Spill Number:	9710364
OP Unit ID:	1053404
OU:	01
Material ID:	328665
Material Code:	0009
Material NA:	gasoline
CAS NO:	
Mat Family:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	5.00
Med Soil:	No
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	Yes
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***SB I81 AT MILE MARKER 83***
I-81 SB AT MILE MARKER 83 SYRACUSE NY

NY SPILLS

Site ID:	76708	***Water Body:***	
Spill NO:	9913631	***REM Phase:***	0
Spill Date:	2000-03-03 02:44:00	***Lead DEC:***	CFMANNES
Close Date:	2002-08-05 00:00:00	***Reported By:***	Fire Department
Create Date:	2000-03-03 00:00:00	***Referred to:***	
Update Date:	2002-08-05 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	71660	***Class:***	C3
Cont Factor:	Traffic Accident	***Rcvd Date:***	2000-03-03 03:01:00
UST Trust:	No	***Insp Date:***	2000-03-03 00:00:00
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	216	***After Hours:***	Yes
Meets Std:	No		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	unknown
Spiller Address:	
Spiller City:	
Spiller State:	NY
Spiller Zip:	
Spiller Country:	999
Contact Name:	BRIAN BEECHNER
Contact Phone:	(315) 435-8884
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	76708
Spill Number:	9913631
OP Unit ID:	1092113
OU:	01
Material ID:	295467
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	150.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***Spill Number 9604772***
I-81 SOUTH BOUND SYRACUSE NY

NY SPILLS

Site ID:	275435	***Water Body:***	
Spill NO:	9604772	***REM Phase:***	0
Spill Date:	1996-07-11 21:30:00	***Lead DEC:***	BFMATTHE

Close Date:	1996-10-15 00:00:00	***Reported By:***	Responsible Party
Create Date:	1996-07-11 00:00:00	***Referred to:***	
Update Date:	1996-10-15 00:00:00	***CAC Date:***	
Program Type:	ER	***Source:***	Commercial Vehicle
DER Facility ID:	223942	***Class:***	D5
Cont Factor:	Equipment Failure	***Rcvd Date:***	1996-07-11 23:30:00
UST Trust:	No	***Insp Date:***	
Penalty:	No	***County:***	Onondaga
SWIS Code:	3415	***Latitude:***	
DEC Region:	7	***Longitude:***	
CID:	201	***After Hours:***	Yes
Meets Std:	Yes		
Callerremark:			

Decremark:

Spiller Information

--	--
Spiller Name:	
Spiller Company:	NOTIFIER
Spiller Address:	
Spiller City:	
Spiller State:	ZZ
Spiller Zip:	
Spiller Country:	001
Contact Name:	CALLER
Contact Phone:	
Contact Ext.:	
--	--

Material Information

--	--
Site ID:	275435
Spill Number:	9604772
OP Unit ID:	1032427
OU:	01
Material ID:	347532
Material Code:	0008
Material NA:	diesel
CAS NO:	
Mat Family:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Med Soil:	Yes
Med Air:	No
Med In Air:	No
Med GW:	No
Med SW:	No
Med DW:	No
Med Sewer:	No
Med Surf:	No
Med Subway:	No
Med Utility:	No
Oxygenate:	
--	--

Site: ***HERALD CO THE***
CLINTON SQ SYRACUSE NY 13221

RCRA CESQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD982269607
Current Site Name:	HERALD CO THE
Generator Status Universe:	Conditionally Exempt Small Quantity Generator
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No

Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: PO BOX 4915 CLINTON SQ, , SYRACUSE, NY, 13221, US
Contact Name:
Contact Address: PO BOX 4915 CLINTON SQ, , SYRACUSE, NY, 13221, US
Contact Email:
Location Street 2:

-- --
Owner/Operator Information
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: THE HERALD CO
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: THE HERALD CO
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: THE HERALD CO
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
NAICS Information
-- --
Handler Information
-- --
Date Received: 19990708
Facility Name: HERALD CO THE
-- --
Date Received: 20070101
Facility Name: HERALD CO THE
Classification: Conditionally Exempt Small Quantity
-- --
Date Received: 20060101
Facility Name: HERALD CO THE
Classification: Conditionally Exempt Small Quantity
-- --
Date Received: 19870616
Facility Name: HERALD CO THE
Classification: Large Quantity Generator
-- --
Hazardous Waste Information
-- --
Waste Code: D001
Waste: IGNITABLE WASTE
-- --

Violation/Evaluation Information	
--	--
Evaluation Start Date:	19940107
Evaluation Agency:	S
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:	
Violation Determined Date:	
Actual Return to Compliance Date:	
Violation Responsible Agency:	
Enforcement Action Date:	
Enforcement Agency:	
Disposition Status Date:	
Disposition Status:	
Enforcement Type Description:	
Proposed Penalty Amount:	
Paid Amount:	
Final Amount:	
--	--

Site: ***NYSDOT BIN 1093370***
PEDESTRIAN RAMP TO FAIRGROUNDS OVER I-690 SYRACUSE NY 13209

RCRA CESQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986941664
Current Site Name:	NYSDOT BIN 1093370
Generator Status Universe:	Conditionally Exempt Small Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	109, S WARREN ST - 5TH FL SUITE 518, , SYRACUSE, NY, 13202, US
Contact Name:	WARREN L UNDERWOOD II
Contact Address:	109, S WARREN ST - 5TH FL SUITE 518, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	OVER I-690
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	UNKNOWN UNKNOWN NY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	19791231
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	UNKNOWN UNKNOWN NY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S

Date Became Current:	19791231
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3156353986
Owner/Operator Type:	S
Date Became Current:	20010101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3156353986
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20030612
Facility Name:	NYSDOT BIN 1093370
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1093370
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1093370
Classification:	Conditionally Exempt Small Quantity
--	--
Date Received:	19980910
Facility Name:	NYSDOT BIN 1093370
--	--
Date Received:	19920107
Facility Name:	NYSDOT BIN 1093370
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***DEWITT TOWN OF BIN 3064660***
KINNE RD OVER BUTTERNUT CREEK BRIDGE REHABILITATION DEWITT NY 13057

RCRA CESQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000168997
Current Site Name:	DEWITT TOWN OF BIN 3064660
Generator Status Universe:	Conditionally Exempt Small Quantity Generator
Land Type:	Municipal
Activity Location:	NY
TSD Activity:	No

Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	290, ELWOOD DAVID RD BOX 3107, BARTON & LOGUIDICE PC, SYRACUSE, NY, 13220, US
Contact Name:	BENJAMIN W WERNER
Contact Address:	290, ELWOOD DAVID RD BOX 3107, BARTON & LOGUIDICE PC, SYRACUSE, NY, 13220, US
Contact Email:	BWERNER@BARTONANDLOGUIDICE.COM
Location Street 2:	BRIDGE REHABILITATION
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	ECONOMY PAVING
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	20091009
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	TOWN OF DEWITT
Owner/Operator Address:	5400 BUTTERNUT DR EAST SYRACUSE NY US 13057
Owner/Operator Phone:	
Owner/Operator Type:	M
Date Became Current:	19700101
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20090915
Facility Name:	DEWITT TOWN OF BIN 3064660
Classification:	Conditionally Exempt Small Quantity
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1050780 I-690 RAMP BB***
I-690 RAMP BB SYRACUSE NY 13202

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000083345
Current Site Name:	NYSDOT BIN 1050780 I-690 RAMP BB
Generator Status Universe:	Large Quantity Generator
Land Type:	State

Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email: RICH.STEELE@DOT.NY.GOV
Location Street 2:

-- --
Owner/Operator Information
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 314487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
NAICS Information
-- --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

--	--
Handler Information	
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1050780
--	--
Date Received:	20141027
Facility Name:	NYSDOT BIN 1050780 I-690 RAMP BB
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050780
--	--
Date Received:	19991217
Facility Name:	NYSDOT BRIDGE BIN 1050780
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1050822 I-690 OVER ONONDAGA CREEK***
I-690 OVER ONONDAGA CRK SYRACUSE NY 13202

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000050005
Current Site Name:	NYSDOT BIN 1050822 I-690 OVER ONONDAGA CREEK
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	RICH.STEELE@DOT.NY.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487363
Owner/Operator Type:	S

Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050822
--	--
Date Received:	19980209
Facility Name:	NYSDOT BRIDGE BIN 1050822
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1050822
--	--
Date Received:	20141027
Facility Name:	NYSDOT BIN 1050822 I-690 OVER ONONDAGA CREEK
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1050821 I-690 OVER ONONDAGA CREEK***
I-690 OVER ONONDAGA CREEK SYRACUSE NY 13202

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000049999
Current Site Name:	NYSDOT BIN 1050821 I-690 OVER ONONDAGA CREEK
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	RICH.STEELE@DOT.NY.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487363
Owner/Operator Type:	S
Date Became Current:	19670101

Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050821
--	--
Date Received:	20141027
Facility Name:	NYSDOT BIN 1050821 I-690 OVER ONONDAGA CREEK
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1050821
--	--
Date Received:	19980209
Facility Name:	NYSDOT BRIDGE BIN 1050821
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1050001 930B WEST GENESEE STREET***
W GENESEE ST SYRACUSE NY 13206

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986885689
Current Site Name:	NYSDOT BIN 1050001 930B WEST GENESEE STREET
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	Yes
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	RICH.STEELE@DOT.NY.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--

Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
NAICS Information
-- --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
-- --
Handler Information
-- --
Date Received: 20060101
Facility Name: NYSDOT BIN 1050001 D252885
-- --
Date Received: 19891122
Facility Name: NYSDOT BIN 1050001 D252885
-- --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Classification: Large Quantity Generator
-- --
Date Received: 20070101
Facility Name: NYSDOT BIN 1050001 D252885
-- --
Hazardous Waste Information
-- --
Waste Code: D008
Waste: LEAD
-- --
Waste Code: D000
Waste: DESCRIPTION
-- --
Violation/Evaluation Information
-- --

Site: ***NATIONAL GRID ASH STREET SUB***
GENANT DR SYRACUSE NY 13208

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD980782254
Current Site Name:	NATIONAL GRID ASH STREET SUB
Generator Status Universe:	Large Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD.W, , SYRACUSE, NY, 13202, US
Contact Name:	STEPHEN P HALLER
Contact Address:	300, ERIE BOULEVARD WEST, A-3, , SYRACUSE, NY, 13202, US
Contact Email:	STEPHEN.HALLER@US.NGRID.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NATIONAL GRID
Owner/Operator Address:	300 ERIE BLVD. W. SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19791231
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NIAGARA MOHAWK POWER CORP
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19791231
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO

Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	22112
Naics Description:	ELECTRIC POWER TRANSMISSION, CONTROL, AND DISTRIBUTION
--	--
Naics Code:	221121
Naics Description:	ELECTRIC BULK POWER TRANSMISSION AND CONTROL
--	--
Handler Information	
--	--
Date Received:	20120302
Facility Name:	NATIONAL GRID ASH STREET SUB
Classification:	Large Quantity Generator
--	--
Date Received:	19990708
Facility Name:	ASH ST SUB
--	--
Date Received:	20070101
Facility Name:	ASH STREET SUB
--	--
Date Received:	19841120
Facility Name:	ASH ST SUB
Classification:	Large Quantity Generator
--	--
Date Received:	20020319
Facility Name:	ASH STREET SUB
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	ASH STREET SUB
--	--
Hazardous Waste Information	
--	--
Waste Code:	B003
Waste:	
--	--
Waste Code:	X002
Waste:	DESCRIPTION
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	B007
Waste:	
--	--
Violation/Evaluation Information	
--	--
Evaluation Start Date:	20141204
Evaluation Agency:	S
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:	
Violation Determined Date:	
Actual Return to Compliance Date:	
Violation Responsible Agency:	
Enforcement Action Date:	
Enforcement Agency:	
Disposition Status Date:	
Disposition Status:	
Enforcement Type Description:	
Proposed Penalty Amount:	
Paid Amount:	
Final Amount:	

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Site: ***NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK***
RTE I-690 OVER ONONDAGA CRK SYRACUSE NY 13202

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000175760
Current Site Name:	NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	RICH.STEELE@DOT.NY.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487363
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	OFFICE OF CONSTRUCTION NYSDOT REGION 3
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20100514
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	STATE OF NY C/O NYSDOT COMMISSIONER
Owner/Operator Address:	50 WOLF RD ALBANY NY US 12232
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20100514
Date Ended Current:	
--	--

NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Naics Code:	23721
Naics Description:	LAND SUBDIVISION
--	--
Handler Information	
--	--
Date Received:	20100514
Facility Name:	NYSDOT BIN 105080A
Classification:	Large Quantity Generator
--	--
Date Received:	20141027
Facility Name:	NYSDOT BIN 105080A RAMP DD OVER ONONDAGA CREEK
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1049610***
PEDESTRIAN WALK OVER STATE FAIR BLVD AT EXIT 7 OF I-690 GEDDES NY 13209

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000164665
Current Site Name:	NYSDOT BIN 1049610
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, DOT REGION 3 CONSTR OFFICE, SYRACUSE, NY, 13202, US
Contact Name:	CARL R KOCHERSBERGER
Contact Address:	50, WOLF RD - ENV ANALYSIS NYSDOT, HAZ WASTE SEC POD 4-1, ALBANY, NY, 12232, US
Contact Email:	CKOCHERSBERGER@DOT.STATE.NY.US
Location Street 2:	FAIR BLVD AT EXIT 7 OF I-690
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	OFFICE OF CONSTRUCTION NYSDOT REGION 3
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20090422
Date Ended Current:	

--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	STATE OF NY C/O NYSDOT COMMISSIONER
Owner/Operator Address:	50 WOLF RD ALBANY NY US 12232
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20090422
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20090422
Facility Name:	NYSDOT BIN 1049610
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1049590***
PEDESTRAIN WALK 0.4 MI NW OF JCT BET I-690 & RTE 297 OVER GEDDES NY 13209

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000164657
Current Site Name:	NYSDOT BIN 1049590
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, WASHINGTON ST, DOT REGION 3 CONSTR OFFICE, SYRACUSE, NY, 13202, US
Contact Name:	CARL R KOCHERSBERGER
Contact Address:	50, WOLF RD - ENV ANALYSIS NYSDOT, HAZ WASTE SEC POD 4-1, ALBANY, NY, 12232, US
Contact Email:	CKOCHERSBERGER@DOT.STATE.NY.US
Location Street 2:	JCT BET I-690 & RTE 297 OVER
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	OFFICE OF CONSTRUCTION NYSDOT REGION 3
Owner/Operator Address:	
Owner/Operator Phone:	
Owner/Operator Type:	S

Date Became Current:	20090422
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	STATE OF NY C/O NYSDOT COMMISSIONER
Owner/Operator Address:	50 WOLF RD ALBANY NY US 12232
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	20090422
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20090422
Facility Name:	NYSDOT BIN 1049590
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1050790 I-690 RAMP DD***
I-690 RAMP DD SYRACUSE NY 13202

RCRA LQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000083352
Current Site Name:	NYSDOT BIN 1050790 I-690 RAMP DD
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	RICH.STEELE@DOT.NY.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202

Owner/Operator Phone:
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NYSDOT
Owner/Operator Address: 109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154329106
Owner/Operator Type: S
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: NYSDOT
Owner/Operator Address: 333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone: 3154487363
Owner/Operator Type: S
Date Became Current: 19670101
Date Ended Current:
-- --
NAICS Information
-- --
Naics Code: 23731
Naics Description: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
-- --
Handler Information
-- --
Date Received: 20060101
Facility Name: NYSDOT BRIDGE BIN 1050790
-- --
Date Received: 20141027
Facility Name: NYSDOT BIN 1050790 I-690 RAMP DD
Classification: Large Quantity Generator
-- --
Date Received: 20070101
Facility Name: NYSDOT BRIDGE BIN 1050790
-- --
Date Received: 19991217
Facility Name: NYSDOT BRIDGE BIN 1050790
Classification: Large Quantity Generator
-- --
Hazardous Waste Information
-- --
Waste Code: D000
Waste: DESCRIPTION
-- --
Waste Code: D008
Waste: LEAD
-- --
Violation/Evaluation Information
-- --

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000049833
Current Site Name:	NYSDOT BIN 1050840 RAMP CC OVER ONONDAGA CREEK
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	RICH.STEELE@DOT.NY.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	109 S WARREN ST SYRACUSE NY 13202
Owner/Operator Phone:	3154487342
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202

Owner/Operator Phone:	3154487363
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20141027
Facility Name:	NYSDOT BIN 1050840 RAMP CC OVER ONONDAGA CREEK
Classification:	Large Quantity Generator
--	--
Date Received:	19980203
Facility Name:	NYSDOT BRIDGE BIN 1050840
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BRIDGE BIN 1050840
--	--
Date Received:	20060101
Facility Name:	NYSDOT BRIDGE BIN 1050840
--	--
Date Received:	19990714
Facility Name:	NYSDOT BRIDGE BIN 1050840
Classification:	Small Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Site: ***ONONDAGA CO CONVENTION CENTER***
S STATE ST SYRACUSE NY 13202

RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986937431
Current Site Name:	ONONDAGA CO CONVENTION CENTER
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	421, MONTGOMERY, CONVENTION CENTER, SYRACUSE, NY, 13202, US

Contact Name:	
Contact Address:	421, MONTGOMERY, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	COUNTY OF ONONDAGA
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	M
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	COUNTY OF ONONDAGA
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	M
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	COUNTY OF ONONDAGA
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	M
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23332
Naics Description:	COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	19910123
Facility Name:	ONONDAGA CO CONVENTION CENTER
Classification:	Large Quantity Generator
--	--
Date Received:	19920302
Facility Name:	ONONDAGA CITY
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	ONONDAGA CO CONVENTION CENTER
--	--
Date Received:	19990708
Facility Name:	ONONDAGA CO CONVENTION CENTER
--	--
Date Received:	20070101
Facility Name:	ONONDAGA CO CONVENTION CENTER
--	--
Hazardous Waste Information	
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

Site: ***NIAGARA MOHAWK A NATIONAL GRID CO***
WASHINGTON ST & E WATER ST MH 1-1 SYRA CUSE NY 13210

RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067

EPA Handler ID:	NYP000971689
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	LENNY DELVECCHIO
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	MH 1-1
--	--
Owner/Operator Information	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20150401
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Date Received:	20150630
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
--	--
Hazardous Waste Information	
--	--
Violation/Evaluation Information	
--	--

Site: ***INDUSTRIAL PAINTING INC***
I-690 D253040 SYRACUSE NY 13202

RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986894293
Current Site Name:	INDUSTRIAL PAINTING INC
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	

Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 2102, BAYRIDGE PKWY, , BROOKLYN, NY, 11204, US
Contact Name:
Contact Address: 2102, BAYRIDGE PKWY, , BROOKLYN, NY, 11204, US
Contact Email:
Location Street 2:

-- --
Owner/Operator Information
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: THOMAS KORINIS
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: THOMAS KORINIS
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: THOMAS KORINIS
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
NAICS Information
-- --
Handler Information
-- --
Date Received: 19990708
Facility Name: INDUSTRIAL PAINTING INC
-- --
Date Received: 19900405
Facility Name: INDUSTRIAL PAINTING INC
Classification: Large Quantity Generator
-- --
Date Received: 20070101
Facility Name: INDUSTRIAL PAINTING INC
-- --
Date Received: 20060101
Facility Name: INDUSTRIAL PAINTING INC
-- --
Hazardous Waste Information
-- --
Waste Code: D000
Waste: DESCRIPTION
-- --
Violation/Evaluation Information
-- --

Site: ***FAYETTE ST SUB***
W FAYETTE ST SYRACUSE NY 13204

RCRA NON GEN

County Name: ONONDAGA
County Code: NY067
EPA Handler ID: NYD980760375

Current Site Name: FAYETTE ST SUB
Generator Status Universe: No Report
Land Type:
Activity Location: NY
TSD Activity: No
Mixed Waste Generator: No
Importer Activity: No
Transporter Activity: No
Transfer Facility: No
Recycler Activity: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Inject Activity: No
Rece Waste From Off Site: No
Used Oil Transporter:
Used Oil Transfer Facility:
Used Oil Processor:
Used Oil Refiner:
Used Oil Burner:
Used Oil Market Burner:
Used Oil Spec Marketer:
Mailing Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:
Location Street 2:

-- --
Owner/Operator Information
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CO
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: OWNERNAME
Owner/Operator Address: NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone: 2125551212
Owner/Operator Type: P
Date Became Current:
Date Ended Current:
-- --
NAICS Information
-- --
Handler Information
-- --
Date Received: 20070101
Facility Name: FAYETTE ST SUB
-- --
Date Received: 20060101
Facility Name: FAYETTE ST SUB
-- --
Date Received: 19841120
Facility Name: FAYETTE ST SUB
Classification: Large Quantity Generator
-- --
Date Received: 19990708
Facility Name: FAYETTE ST SUB
-- --

Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	X002
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1008489***
I-87 OVER SALINA ST SYRACUSE NY 13203

RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986941656
Current Site Name:	NYSDOT BIN 1008489
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	

Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23412
Naics Description:	BRIDGE AND TUNNEL CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1008489
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1008489
--	--
Date Received:	19910219
Facility Name:	NYSDOT BIN 1008489
Classification:	Large Quantity Generator
--	--
Date Received:	19920117
Facility Name:	NYSDOT BIN 1008489
--	--
Date Received:	19920521
Facility Name:	NYSDOT
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Site: ***NIAGARA MOHAWK A NATIONAL GRID CO***
W WASHINGTON ST MH 2-1 SYRACUSE NY 13202

RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYP000971192
Current Site Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Name:	LENNY DELVEECHIO
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Email:	
Location Street 2:	

--	--
Owner/Operator Information	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20150626
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
--	--
Date Received:	20141028
Facility Name:	NIAGARA MOHAWK A NATIONAL GRID CO
Classification:	Large Quantity Generator
--	--
Hazardous Waste Information	
--	--
Waste Code:	B002
Waste:	
--	--
Violation/Evaluation Information	
--	--

Site: ***SUNOCO SERVICE STATION***
ERIE BLVD E DEWITT NY 13214

RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD000696062
Current Site Name:	SUNOCO SERVICE STATION
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	ERIE BLVD E, , DEWITT, NY, 13214, US
Contact Name:	
Contact Address:	ERIE BLVD E, , DEWITT, NY, 13214, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SUN OIL COMPANY OF PENNSYLVANIA
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	SUN OIL COMPANY OF PENNSYLVANIA

Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	SUN OIL COMPANY OF PENNSYLVANIA
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	SUNOCO SERVICE STATION
--	--
Date Received:	19990708
Facility Name:	SUNOCO SERVICE STATION
--	--
Date Received:	19800818
Facility Name:	SUNOCO SERVICE STATION
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	SUNOCO SERVICE STATION
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	D001
Waste:	IGNITABLE WASTE
--	--
Violation/Evaluation Information	
--	--

Site: ***BURNET AVENUE SUB***
BURNET AVE SYRACUSE NY 132024298

RCRA NON GEN

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD980782189
Current Site Name:	BURNET AVENUE SUB
Generator Status Universe:	No Report
Land Type:	
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	

Mailing Address:	300, ERIE BLVD W, , SYRACUSE, NY, 132024298, US
Contact Name:	CHRIS A READ
Contact Address:	300, ERIE BLVD W, , SYRACUSE, NY, 132024298, US
Contact Email:	CHRIS.READ@US.NGRID.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	OWNERNAME
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	P
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	221121
Naics Description:	ELECTRIC BULK POWER TRANSMISSION AND CONTROL
--	--
Handler Information	
--	--
Date Received:	20020319
Facility Name:	BURNET AVENUE SUB
Classification:	Large Quantity Generator
--	--
Date Received:	20060101
Facility Name:	BURNET AVENUE SUB
--	--
Date Received:	19841120
Facility Name:	BURNET AVE SUB
Classification:	Large Quantity Generator
--	--
Date Received:	19990708
Facility Name:	BURNET AVE SUB
--	--
Date Received:	20070101
Facility Name:	BURNET AVENUE SUB
--	--
Hazardous Waste Information	
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Waste Code:	X002
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Site: ***NYSDOT BIN 1093351***

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYD986991321
Current Site Name:	NYSDOT BIN 1093351
Generator Status Universe:	No Report
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	I-690 WB OVER RAMP FROM 931B, , SYRACUSE, NY, 13209, US
Contact Name:	
Contact Address:	I-690 WB OVER RAMP FROM 931B, , SYRACUSE, NY, 13209, US
Contact Email:	
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY 13202
Owner/Operator Phone:	315428440
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	315428440
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	315428440
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Handler Information	
--	--
Date Received:	19920121
Facility Name:	NYSDOT BIN 1093351
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1093351
--	--
Date Received:	19921117

Facility Name:	NYSDOT BIN 1093351
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1093351
--	--
Hazardous Waste Information	
--	--
Waste Code:	NONE
Waste:	DESCRIPTION
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Violation/Evaluation Information	
--	--

Site: ***DUNK & BRIGHT WAREHOUSE***
W FAYETTE ST SYRACUSE NY 13202

RCRA SQG

County Name:	ONONDAGA
County Code:	NY067
EPA Handler ID:	NYR000130716
Current Site Name:	DUNK & BRIGHT WAREHOUSE
Generator Status Universe:	Small Quantity Generator
Land Type:	Private
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	No
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	W JEFFERSON ST, , SYRACUSE, NY, 13202, US
Contact Name:	MARY M RILEY
Contact Address:	US
Contact Email:	MM@TWCNY.RR.COM
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	D&B INDUSTRIES INC
Owner/Operator Address:	W JEFFERSON ST SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	19680920
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	D & B INDUSTRIES INC
Owner/Operator Address:	US
Owner/Operator Phone:	
Owner/Operator Type:	P
Date Became Current:	20050214
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP

Owner/Operator Name: D & B INDUSTRIES INC
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 20050214
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: NO NAME FOUND
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 19680920
Date Ended Current:
-- --
Owner/Operator Indicator: CP
Owner/Operator Name: D&B INDUSTRIES, INC
Owner/Operator Address: US
Owner/Operator Phone:
Owner/Operator Type: P
Date Became Current: 19680920
Date Ended Current:
-- --
NAICS Information
-- --
Naics Code: 45291
Naics Description: WAREHOUSE CLUBS AND SUPERCENTERS
-- --
Naics Code: 53112
Naics Description: LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)
-- --
Handler Information
-- --
Date Received: 20050217
Facility Name: DUNK & BRIGHT WAREHOUSE
Classification: Large Quantity Generator
-- --
Date Received: 20070101
Facility Name: DUNK & BRIGHT WAREHOUSE
Classification: Small Quantity Generator
-- --
Date Received: 20060111
Facility Name: DUNK & BRIGHT WAREHOUSE
Classification: Large Quantity Generator
-- --
Date Received: 20060112
Facility Name: DUNK & BRIGHT WAREHOUSE
-- --
Hazardous Waste Information
-- --
Waste Code: D040
Waste: TRICHLORETHYLENE
-- --
Waste Code: D001
Waste: IGNITABLE WASTE
-- --
Waste Code: D008
Waste: LEAD
-- --
Waste Code: F002
Waste: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
-- --
Violation/Evaluation Information
-- --

Site: ***NYSDOT BIN 1050001 930B WEST GENESEE STREET***
W GENESEE ST SYRACUSE NY 13206

RCRA TSD

County Code:	NY067
County Name:	ONONDAGA
EPA Handler ID:	NYD986885689
Current Site Name:	NYSDOT BIN 1050001 930B WEST GENESEE STREET
Generator Status Universe:	Large Quantity Generator
Land Type:	State
Activity Location:	NY
TSD Activity:	No
Mixed Waste Generator:	No
Importer Activity:	No
Transporter Activity:	Yes
Transfer Facility:	No
Recycler Activity:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Inject Activity:	No
Rece Waste From Off Site:	No
Used Oil Transporter:	
Used Oil Transfer Facility:	
Used Oil Processor:	
Used Oil Refiner:	
Used Oil Burner:	
Used Oil Market Burner:	
Used Oil Spec Marketer:	
Mailing Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Name:	RICHARD S STEELE
Contact Address:	333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Email:	RICH.STEELE@DOT.NY.GOV
Location Street 2:	
--	--
Owner/Operator Information	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	3154487363
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY US 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
Owner/Operator Indicator:	CP
Owner/Operator Name:	NYSDOT
Owner/Operator Address:	333 E WASHINGTON ST SYRACUSE NY US 13202
Owner/Operator Phone:	
Owner/Operator Type:	S
Date Became Current:	19670101
Date Ended Current:	
--	--
Owner/Operator Indicator:	CO

Owner/Operator Name:	NYSDOT
Owner/Operator Address:	NOT REQUIRED NOT REQUIRED WY 99999
Owner/Operator Phone:	2125551212
Owner/Operator Type:	S
Date Became Current:	
Date Ended Current:	
--	--
NAICS Information	
--	--
Naics Code:	23731
Naics Description:	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
--	--
Handler Information	
--	--
Date Received:	20060101
Facility Name:	NYSDOT BIN 1050001 D252885
--	--
Date Received:	19891122
Facility Name:	NYSDOT BIN 1050001 D252885
--	--
Date Received:	20141027
Facility Name:	NYSDOT BIN 1050001 930B WEST GENESEE STREET
Classification:	Large Quantity Generator
--	--
Date Received:	20070101
Facility Name:	NYSDOT BIN 1050001 D252885
--	--
Hazardous Waste Information	
--	--
Waste Code:	D008
Waste:	LEAD
--	--
Waste Code:	D000
Waste:	DESCRIPTION
--	--
Violation/Evaluation Information	
--	--

Site: ***NIAGARA MOHAWK /NM HQ***
ERIE BOULEVARD WEST SYRACUSE NY 13202

SEMS ARCHIVE

Site ID:	0202171	***FIPS Code:***	36067
EPA ID:	NYD980664247	***Cong District:***	33
NPL:	Not on the NPL	***County:***	ONONDAGA
Federal Facility:	No	***Region:***	02
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information		

Site: ***ROCKWELL PLANT SITE***
MARCELLUS STREET SYRACUSE NY 13202

SEMS ARCHIVE

Site ID:	0202364	***FIPS Code:***	36067
EPA ID:	NYD981561053	***Cong District:***	27
NPL:	Not on the NPL	***County:***	ONONDAGA
Federal Facility:	No	***Region:***	02
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information		

Site: ***Onondaga Lake Dredge Spoil Areas***
Route I-690 Geddes NY 13209

SHWS

Site Code:	57166	***Record Update:***	2013-10-25 13:27:00
Site Class:	N	***Updated By:***	DJHESLER
Program:	HW	***County:***	Onondaga
Hw Code:	734082	***Region:***	7
SWIS:	3432	***Town:***	Geddes
Acres:		***Latitude:***	

Record Added: 2003-04-04 09:37:00 ***Longitude:***
Site Class Description:
Assess DOH:
DESCRIPTION:

The site is along the northwest shore of Onondaga Lake between Ninemile Creek and the Lake outlet. It consists of nineteen shallow basins (constructed with earthen berms) or filled basins along the lakeshore. The basins which are not filled are shallow and several are wooded or filled with cattails. The basins were created to receive dredged material from the Ninemile Creek delta and other lake sediments in the late 1960's. Additionally, other fill was placed within the basins. The site is currently used as a recreational area and has a trail system that is maintained by Onondaga County for biking, walking and cross country skiing.

ASSESSMENT:

A PSA was conducted and a data report was submitted by Honeywell. The site consists of 19 basins which were created to hold dredge spoils from Onondaga Lake in the 1960's. Most of the basins were never filled or were partially filled with dredge spoils or other fill material. The three basins closest to Nine Mile Creek contain dredge spoils from the Nine Mile Creek delta and contain elevated levels of mercury at depths between four and ten feet below grade. The sampling of the remaining basins detected only a few contaminants that were slightly above background. Nine monitoring wells were installed. Sampling results from these wells confirm that site groundwater is not impacted. It was determined that the site does not pose a significant threat to the enviroment.

Owner

--	--
Site Code:	57166
HW Code:	734082
Owner Op.:	01
Seq No.:	0000001
Sub Type:	C01
Owner Name:	David Coburn
Owner Company:	Onondaga County
Owner Street:	421 Montgomery St
Owner Street 2:	
Owner City:	Syracuse
Owner State:	NY
Owner Zip:	13202
Country:	United States of America
--	--

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List: NPL

National Priorities List (Superfund)-NPL: EPA's (United States Environmental Protection Agency) list of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action.

Government Publication Date: Nov 7, 2016

National Priority List - Proposed: PROPOSED NPL

Includes sites proposed (by the EPA, the state, or concerned citizens) for addition to the NPL due to contamination by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment.

Government Publication Date: Nov 7, 2016

Deleted NPL: DELETED NPL

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Government Publication Date: Nov 7, 2016

SEMS List 8R Active Site Inventory: SEMS

The Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted.

Government Publication Date: Aug 5, 2016

SEMS List 8R Archive Sites: SEMS ARCHIVE

The Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time.

Government Publication Date: Aug 5, 2016

Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS: CERCLIS

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

CERCLIS - No Further Remedial Action Planned: CERCLIS NFRAP

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens: CERCLIS LIENS

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action: RCRA CORRACTS

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Sep 6, 2016

RCRA non-CORRACTS TSD Facilities: RCRA TSD

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Government Publication Date: Sep 6, 2016

RCRA Generator List: RCRA LQG

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Sep 6, 2016

RCRA Small Quantity Generators List: RCRA SQG

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Sep 6, 2016

RCRA Conditionally Exempt Small Quantity Generators List: RCRA CESQG

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Conditionally Exempt Small Quantity Generators (CESQG) generate 100 kilograms or less per month of hazardous waste or one kilogram or less per month of acutely hazardous waste.

Government Publication Date: Sep 6, 2016

RCRA Non-Generators: RCRA NON GEN

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Sep 6, 2016

Federal Engineering Controls-ECs: FED ENG

Engineering controls (ECs) encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 20, 2016

Federal Institutional Controls- ICs: FED INST

Institutional controls are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's (United States Environmental Protection Agency) expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site.

Government Publication Date: Jan 20, 2016

Emergency Response Notification System: ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System: ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System: ERNS

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Oct 7, 2015

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database: FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jul 14, 2016

FEMA Underground Storage Tank Listing: FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Apr 19, 2016

State

Registry of Inactive Hazardous Waste Disposal Sites in New York State: SHWS

State-and tribal- equivalent CERCLIS. State Superfund Program (Inactive Hazardous Waste Disposal Site Remedial Program) (IHWDS) - Oversees the identification, investigation and cleanup of sites where consequential amounts of hazardous waste exist. These sites go through a process of investigation, evaluation, cleanup and monitoring that has several distinct stages. This list is made available by New York State Department of Environmental Conservation's State Superfund Program.

Government Publication Date: Aug 10, 2016

Delisted Registry of Inactive Hazardous Waste Disposal Sites in New York: DSHW

This database contains a Registry of Inactive Hazardous Waste Disposal sites which have been removed from New York Department of Environmental Conservation's Environmental Site Remediation database.

Government Publication Date: Aug 10, 2016

Vapor Intrusion Legacy Site List: VAPOR

New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion. This list is made available by Department of Environmental Conservation's Vapor Intrusion Legacy Site List. This database is state equivalent CERCLIS.

Government Publication Date: Jun 08, 2016

Solid Waste Facilities and Landfills: SWF/LF

Solid Waste Information Management System (SWIMS) is an inventory containing active and inactive facilities throughout the state. This list is made available by Department of Environmental Conservation's Solid Waste Information Management System (SWIMS).

Government Publication Date: Oct 04, 2016

Leaking Storage Tanks: LEAKING TANKS

This database contains records of chemical and petroleum spill incidents. They include leaking aboveground storage tanks or leaking underground storage tanks, with incidents of tank test failures, tank failures and tank overfill. This list is made available by New York State Department of Environmental Conservation's Spill Response Program.

Government Publication Date: Sep 21, 2016

Delisted Leaking Storage Tanks: DLST

List of Leaking Storage Tank sites which has been removed from New York Department of Environmental Conservation's Spill Response Program

Government Publication Date: Sep 21, 2016

Underground Storage Tanks- UST-Petroleum Bulk Storage (PBS): UST

Facilities within the Petroleum Bulk Storage (PBS) that have underground storage tanks. Underground petroleum storage facilities with a combined storage capacity over eleven hundred (1,100) gallons. This list is made available by NewYork Department of Environmental Conservation's Environmental Site Database Search.

Government Publication Date: Sep 21, 2016

The Bulk Storage Program Database - AST: AST

Facilities within the Petroleum Bulk Storage (PBS) that have aboveground storage tanks. Aboveground petroleum storage facilities with a combined storage capacity over eleven hundred (1,100) gallons. This list is made available by New York State Department of Environmental conservation's Petroleum Bulk Storage (PBS) program.

Government Publication Date: Sep 21, 2016

Delisted Storage Tanks: DELISTED TANKS

List of Storage Tank sites which has been removed from New York Department of Environmental Conservation's Environmental Site Database.

Government Publication Date: Sep 21, 2016

Petroleum Bulk Storage: TANKS

The Bulk Storage Program Database maintains the registrations of active and inactive bulk storage sites statewide. This database includes Petroleum Bulk Storage (PBS) tanks where no information is available on whether they are ASTs or USTs. This list is made available by Department of Environmental Conservation's Petroleum Bulk Storage (PBS) program.

Government Publication Date: Sep 21, 2016

Chemical Bulk Storage (CBS): CBS

Facilities that store regulated hazardous substances in underground tanks . "Hazardous substance" means any substance listed as hazardous or acutely hazardous in 6 NYCRR Part 597 or a mixture thereof. This list is made available by Department of Environmental Conservation's Chemical Bulk Storage (CBS) Program.

Government Publication Date: Sep 21, 2016

Major Oil Storage Facilities (MOSF): MOSF

In 1977, the New York State Legislature passed the "Oil Spill Prevention, Control and Compensation Act" (Article 12 of the Navigation Law). This law regulates all oil terminals and transport vessels operating in the waters of the State which have a storage capacity of 400,000 gallons or more. (Terminals and vessels with a capacity of 400,000 gallons or more are commonly referred to as major oil storage facilities or MOSFs). This list is made available by Department of Environmental Conservation's Major Oil Storage Facility (MOSF) Program.

Government Publication Date: Sep 21, 2016

Registry of Engineering Controls in New York State: NY ENG

Registry of Engineering Controls in New York State taken from the Environmental Site Remediation Database.

Government Publication Date: Aug 10, 2016

Registry of Institutional Controls in New York State: NY INST

Registry of Institutional Controls in New York State taken from the Environmental Site Remediation Database.

Government Publication Date: Aug 10, 2016

Voluntary Cleanup Agreements: VCP

New York established its Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Voluntary Cleanup Program was developed to enhance private sector cleanup of brownfields by enabling parties to remediate sites using private rather than public funds and to reduce the development pressures on "greenfield" sites. This list is made available by Department of Environmental Conservation's Voluntary Cleanup Program.

Government Publication Date: Aug 10, 2016

Environmental Restoration Program Listing: ERP

Environmental Restoration Program - Provides municipalities with financial assistance for site investigation and remediation at eligible brownfield sites. In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a $200 million Environmental Restoration Fund as part of the $1.75 billion Clean Water/Clean Air Bond Act of 1996 (Bond Act). Under the Environmental Restoration Program, the State provides grants to municipalities to reimburse up to 90 percent of on-site eligible costs and 100% of off-site eligible costs for site investigation and remediation activities. This list is made available by Department of Environmental Conservation's Environmental Restoration Program.

Government Publication Date: Aug 10, 2016

Brownfields Site List (Subset of Site Remediation): BROWNFIELDS

Brownfield Cleanup Program was developed to enhance private-sector cleanups of brownfields and to reduce development pressure on "Greenfields". A Brownfield site is real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant. Contaminants include hazardous waste and/or petroleum. This list is made available by Department of Environmental Conservation's Brownfield Cleanup Program.

Government Publication Date: Aug 10, 2016

Tribal

Leaking Underground Storage Tanks (LUSTs) on Tribal/Indian Lands: INDIAN LUST

LUSTs on Tribal/Indian Lands in Region 2, which includes New York and New Jersey. There are no LUST records in New York at this time.

Government Publication Date: Jan 28, 2016

Underground Storage Tanks (USTs) on Indian Lands: INDIAN UST

USTs on Tribal/Indian Lands in Region 2, which includes New York and New Jersey.

Government Publication Date: Jan 31, 2016

Delisted Tribal Leaking Storage Tanks: DELISTED ILST

Leaking Underground Storage Tank facilities which have been removed from the Regional Tribal LUST lists made available by the EPA.

Government Publication Date: Apr 06, 2016

Delisted Tribal Underground Storage Tanks: DELISTED IUST

Underground Storage Tank facilities which have been removed from the Regional Tribal UST lists made available by the EPA.

Government Publication Date: Apr 06, 2016

County

Cortland County Storage Tanks: CORTLAND TANKS

Listing of aboveground and underground storage tanks in Cortland County. *NYSDEC does not maintain the PBS registration records for this county.

Government Publication Date: Jul 29, 2016

Nassau County Storage Tanks: NASSAU TANKS

Listing of aboveground and underground storage tanks in Nassau County. This database does not include tanks of gasoline, diesel and kerosene.
*NYSDEC does not maintain the PBS registration records for this county.
Government Publication Date: Apr 22, 2016

Rockland Storage Tanks: ROCKLAND TANKS

Listing of aboveground and underground storage tanks in Rockland County. *NYSDEC does not maintain the PBS registration records for this county.
Government Publication Date: Nov 14, 2016

Suffolk Storage Tanks: SUFFOLK TANKS

Listing of aboveground and underground storage tanks in Suffolk County. *NYSDEC does not maintain the PBS registration records for this county.
Government Publication Date: Mar 3, 2015

Westchester Storage Tanks: WSTCHST TANKS

Listing of aboveground and underground storage tanks in Westchester County.
*NYSDEC does not maintain the PBS registration records for this county.
Government Publication Date: May 16, 2016

Delisted County Records: DELISTED COUNTY

Records removed from county databases. Records may be removed from the county lists made available by the respective county departments because they are inactive, or because they have been deemed to be below reportable thresholds.
Government Publication Date: Nov 14, 2016

Additional Environmental Record Sources

Federal

Facility Registry Service/Facility Index: FINDS/FRS

The US Environmental Protection Agency (EPA)'s Facility Registry System (FRS) is a centrally managed database that identifies facilities, sites or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, data collected from EPA's Central Data Exchange registrations and data management personnel.
Government Publication Date: Mar 9, 2016

Toxics Release Inventory (TRI) Program: TRIS

The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment.
Government Publication Date: Dec 31, 2014

Hazardous Materials Information Reporting System: HMIRS

US DOT - Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Incidents Reports Database taken from Hazmat Intelligence Portal, U.S. Department of Transportation.
Government Publication Date: Sep 08, 2016

National Clandestine Drug Labs: NCDL

The U.S. Department of Justice ("the Department") provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.
Government Publication Date: Sep 12, 2016

Inventory of Open Dumps, June 1985: ODI

The Resource Conservation and Recovery Act (RCRA of the Act) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).
Government Publication Date: Jun 1985

EPA Report on the Status of Open Dumps on Indian Lands: IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified ongressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

Toxic Substances Control Act: TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI).

Government Publication Date: Jun 30, 2014

Hist TSCA: HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: 2006

FTTS Administrative Case Listing: FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing: FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List: PRP

Early in the cleanup process, the Environmental Protection Agency (EPA) conducts a search to find the potentially responsible parties (PRPs). EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site.

Government Publication Date: Nov 12, 2013

State Coalition for Remediation of Drycleaners Listing: SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Government Publication Date: Sep 1, 2016

Integrated Compliance Information System (ICIS): ICIS

The Integrated Compliance Information System (ICIS) is a system that provides information for the Federal Enforcement and Compliance (FE&C) and the National Pollutant Discharge Elimination System (NPDES) programs. The FE&C component supports the Environmental Protection Agency's (EPA) Civil Enforcement and Compliance program activities. These activities include Compliance Assistance, Compliance Monitoring and Enforcement. The NPDES program supports tracking of NPDES permits, limits, discharge monitoring data and other program reports.

Government Publication Date: May 24, 2016

Drycleaner Facilities: FED DRYCLEANERS

A list of drycleaner facilities from the Integrated Compliance Information System (ICIS). The Environmental Protection Agency (EPA) tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: Sep 14, 2016

Delisted Drycleaner Facilities: DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: Sep 14, 2016

Formerly Used Defense Sites: FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DoD) is responsible for an environmental restoration. This list is published by the U.S. Army Corps of Engineers.

Government Publication Date: Dec 31, 2013

Material Licensing Tracking System (MLTS): MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: Sep 13, 2016

Historic Material Licensing Tracking System (MLTS) sites: HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File: MINES

The Master Index File (MIF) contains mine identification numbers issued by the Department of Labor Mine Safety and Health Administration (MSHA) for mines active or opened since 1971. Note that addresses may or may not correspond with the physical location of the mine itself.

Government Publication Date: Feb 19, 2016

Alternative Fueling Stations: ALT FUELS

List of alternative fueling stations made available by the US Department of Energy's Office of Energy Efficiency & Renewable Energy. Includes Biodiesel stations, Ethanol (E85) stations, Liquefied Petroleum Gas (Propane) stations, Ethanol (E85) stations, Natural Gas stations, Hydrogen stations, and Electric Vehicle Supply Equipment (EVSE). The National Renewable Energy Laboratory (NREL) obtains information about new stations from trade media, Clean Cities coordinators, a Submit New Station form on the Station Locator website, and through collaborating with infrastructure equipment and fuel providers, original equipment manufacturers (OEMs), and industry groups.

Government Publication Date: Nov 3, 2016

State

Spill Incidents Database: NY SPILLS

Spill Incidents Database has records dating back to 1978. This database contains records of chemical and petroleum spill incidents. The DEC Spill Response program receives and compiles reports of hazardous material spills occurring anywhere in New York State. These reports are submitted through the Spill Hotline and other mechanisms, and entered by DEC spill response staff into the state's official data base of Spill Incidents Reports. This list is made available by New York State Department of Environmental Conservation's Spill Response Program.

Government Publication Date: Sep 21, 2016

Registed Dry Cleaner Facilities: DRYCLEANERS

The Division of Air Resources of the Department of Environmental Conservation (DEC) tracks all registered dry cleaner facilities.

Government Publication Date: Nov 10, 2016

Tribal

No Tribal additional environmental record sources available for this State.

County

New York City E-Designated Sites: E DESIGNATION

List of sites with an E-Designation - a NYC zoning map designation that indicates the presence of an environmental requirement pertaining to potential hazardous materials contamination, window/wall noise attenuation, or air quality impacts on a particular tax lot. The New York City Office of Environmental Remediation administers the E-Designation Environmental Review Program to avoid significant adverse impacts to human health or the environment through exposure to these hazards.

Government Publication Date: Mar 31, 2016

NYSDEC SPILL REPORT FORM

DEC REGION: 7 **SPILL NUMBER:** 0007349

SPILL NAME: THE HAROLD COMPANY **DEC LEAD:** CXROSSI

CALLER NAME: MICHAEL STERN **NOTIFIER'S NAME:** MICHAEL STERN

CLR'S AGENCY: THE HAROLD COMPANY **NOTIFIER'S AGENCY:** THE HAROLD COMPANY

CALLER'S PHONE: (315) 470-2224 **NOTIFIER'S PHONE:** (315) 470-2224

SPILL DATE: 09/22/2000 **SPILL TIME:** 3:30 pm

CALL RECEIVED DATE: 09/22/2000 **RECEIVED TIME:** 3:42 pm

SPILL LOCATION

PLACE: THE HAROLD COMPANY **COUNTY:** Onondaga

STREET: 101 NORTH SALINA ST **TOWN/CITY:** Syracuse (c)

COMMUNITY: SYRACUSE

CONTACT: MICHAEL STERN **CONTACT PHONE:** (315) 470-2224

CONT. FACTOR: Other **SPILL REPORTED BY:** Affected Persons

FACILITY TYPE: Institutional, Educational, Gov., Othe **WATERBODY:**

CALLER REMARKS:

UPON CONSTRUCTION OF ADDITIONAL BUILDING FOR NEWS PAPER COMPANY

AN ABANDONDED TANK WAS EXCAVATED-TANK WAS PUNCTURED ACCIDENTALLY

AND MAY HAVE LEAKED UNKNOWN OIL ONTO DIRT. POTENTIAL SPILL IS

CURRENTLY BEING INVESTIGATED

MATERIAL	CLASS	SPILLED	RECOVERED	RESOURCES AFFECTED
unknown petroleum	Petroleum	0 G	0 G	Soil,

POTENTIAL SPILLERS

COMPANY	ADDRESS	CONTACT
SYRACUSE NEWSPAPERS	CLINTON SQ (PO BOX 4915) SYRACUSE NY	MICHAEL STERN (315) 470-2224

Tank Number	Tank Size	Test Method	Leak Rate	Gross Failure

DEC REMARKS:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was "CTR"
confirmation tclp soil samples show xylene at 5 ppb, 1,2,4trimethylbenzene at 6ppb. brazell advies close mot meeting standards.

PIN **T & A** **COST CENTER**

NYSDEC SPILL REPORT FORM

DEC REGION: 7 **SPILL NUMBER:** 0007349

SPILL NAME: THE HAROLD COMPANY **DEC LEAD:** CXROSSI

CLASS: B3 **CLOSE DATE:** 02/21/2001 **MEETS STANDARDS:** False

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Bulk Storage Database Search Details

Facility Information

Site No.: 7-459321
Status: Unregulated/Closed
Expiration Date: 08/23/2003
Site Type: PBS
Site Name: THE HERALD COMPANY
Address: CLINTON SQUARE
Locality: SYRACUSE
State: NY
Zipcode: 13202
County: Onondaga

Owner(s) Information

Facility Owner: THE HERALD COMPANY
CLINTON SQUARE . SYRACUSE , NY. 13202
Mail Contact: THE HERALD COMPANY
CLINTON SQUARE . SYRACUSE , NY. 13202

Tank Information

5 Tanks Found

Tank No	Tank Location	Status	Capacity (Gal.)
001	Underground including vaulted with no access for inspection	Closed - Removed	10000
002	Underground including vaulted with no access for inspection	Closed - Removed	10000
003	Underground including vaulted with no access for inspection	Closed - Removed	10000
004	Underground including vaulted with no access for inspection	Closed - Removed	1000
005	Underground including vaulted with no access for inspection	Closed - Removed	500

Refine This Search

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Bulk Storage Database Search Details

Tank Information

Next Tank Last Tank

Site No: 7-459321
Site Name: THE HERALD COMPANY
Tank No: 001
Tank Location: Underground including vaulted with no access for inspection
Tank Status: Closed - Removed
Tank Install Date: 12/01/1973
Tank Closed Date: 07/01/1998
Tank Capacity: 10000 gal.
Product Stored: gasoline
Percentage: 100%
Tank Type: 01 - Steel/Carbon Steel/Iron
Tank Internal Protection: None
Tank External Protection: None
Tank Secondary Containment: None
Tank Leak Detection: In-Tank System (ATG)
Overfill: None
Spill Prevention: None
Dispenser: Suction Dispenser
Pipe Location: No Piping
Pipe Type: Steel/Carbon Steel/Iron
Pipe External Protection: None
Piping Secondary Containment: None
Piping Leak Detection: None
Tank Next Test Due:
Tank Last Test: 02/01/1993
Tank Test Method: Horner EZ Check I or II

Refine This Search

Return To Facility

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Bulk Storage Database Search Details

Tank Information

First Tank | Previous Tank | Next Tank | Last Tank

Site No: 7-459321
Site Name: THE HERALD COMPANY
Tank No: 002
Tank Location: Underground including vaulted with no access for inspection
Tank Status: Closed - Removed
Tank Install Date: 12/01/1973
Tank Closed Date: 07/01/1998
Tank Capacity: 10000 gal.
Product Stored: gasoline
Percentage: 100%
Tank Type: 01 - Steel/Carbon Steel/Iron
Tank Internal Protection: None
Tank External Protection: None
Tank Secondary Containment: None
Tank Leak Detection: In-Tank System (ATG)
Overfill: None
Spill Prevention: None
Dispenser: Suction Dispenser
Pipe Location: No Piping
Pipe Type: Steel/Carbon Steel/Iron
Pipe External Protection: None
Piping Secondary Containment: None
Piping Leak Detection: None
Tank Next Test Due:
Tank Last Test: 02/01/1993
Tank Test Method: Horner EZ Check I or II

Refine This Search

Return To Facility

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Bulk Storage Database Search Details

Tank Information

First Tank | Previous Tank | Next Tank | Last Tank

Site No: 7-459321
Site Name: THE HERALD COMPANY
Tank No: 003
Tank Location: Underground including vaulted with no access for inspection
Tank Status: Closed - Removed
Tank Install Date: 07/01/1998
Tank Closed Date: 09/22/2000
Tank Capacity: 10000 gal.
Product Stored: empty
Percentage: 100%
Tank Type: 08 - Equivalent Technology
Tank Internal Protection: None
Tank External Protection: Jacketed
Tank Secondary Containment: Double-Walled (Underground)
Tank Leak Detection: Interstitial - Electronic Monitoring
Overfill: Automatic Shut-Off
Spill Prevention: Catch Basin
Dispenser: Suction Dispenser
Pipe Location: Underground/On-ground
Pipe Type: Equivalent Technology
Pipe External Protection: Jacketed
Piping Secondary Containment: None
Piping Leak Detection: None
Tank Next Test Due:
Tank Last Test:
Tank Test Method: Testing Not Required

Refine This Search

Return To Facility

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Bulk Storage Database Search Details

Tank Information

First Tank | Previous Tank | Next Tank | Last Tank

Site No: 7-459321
Site Name: THE HERALD COMPANY
Tank No: 004
Tank Location: Underground including vaulted with no access for inspection
Tank Status: Closed - Removed
Tank Install Date:
Tank Closed Date: 09/22/2000
Tank Capacity: 1000 gal.
Product Stored: other
Percentage: 100%
Tank Type: 01 - Steel/Carbon Steel/Iron
Tank Internal Protection: None
Tank External Protection: None
Tank Secondary Containment: None
Tank Leak Detection: None
Overfill: None
Spill Prevention: None
Dispenser: None
Pipe Location: No Piping
Pipe Type: No Piping
Pipe External Protection: None
Piping Secondary Containment: None
Piping Leak Detection: None
Tank Next Test Due:
Tank Last Test:
Tank Test Method: Testing Not Required

Refine This Search

Return To Facility

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Bulk Storage Database Search Details

Tank Information

First Tank Previous Tank

Site No: 7-459321
Site Name: THE HERALD COMPANY
Tank No: 005
Tank Location: Underground including vaulted with no access for inspection
Tank Status: Closed - Removed
Tank Install Date:
Tank Closed Date: 09/22/2000
Tank Capacity: 500 gal.
Product Stored: other
Percentage: 100%
Tank Type: 01 - Steel/Carbon Steel/Iron
Tank Internal Protection: None
Tank External Protection: None
Tank Secondary Containment: None
Tank Leak Detection: None
Overfill: None
Spill Prevention: None
Dispenser: None
Pipe Location: No Piping
Pipe Type: No Piping
Pipe External Protection: None
Piping Secondary Containment: None
Piping Leak Detection: None
Tank Next Test Due:
Tank Last Test:
Tank Test Method: Testing Not Required

Refine This Search

Return To Facility

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

10.7 MUNICIPAL INFORMATION

LCS, INC.
MUNICIPAL INFORMATION

PROJECT#: 1657075.39
MUNICIPALITY (identify Village/Town/City): Syracuse
ADDRESS (identify all potential addresses): _____

Office: Assessment
Date: _____

*obtain copy of tax map — No Add'l info @ City

SBL #/Tax Parcel #: _____ see online
Owner: _____
Past owner(s): _____
_____
Size: _____
Utilities: _____

Additional info.: _____
_____
_____
_____

Office: Building/Code Enforcement Department
Date: _____

*Review permits, complaints, violations, records of historic heating systems, etc.

_____
_____
_____
_____

Office: _____
Date: _____

*Use this section for any additional or as extra for sections above.

_____
_____
_____
_____
_____

Rev. Date 7-2004

Property Description Report For: 101-239 Salina St N To Clinton St, Municipality of City of Syracuse

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	311500
		Tax Map ID #:	104.-08-01.0
		Property #:	0979000200
		Property Class:	710 - Manufacture
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	710 - Manufacture
		Zoning Code:	005
		Neighborhood Code:	15820
Total Acreage/ Size:	655.29 x 274.57	School District:	Syracuse
Land Assessment:	2016 - $1,794,000	Total Assessment:	2016 - $4,900,000
Full Market Value:	2016 - $6,086,957		
Equalization Rate:	----	Property Desc:	Lot 1 Thru 6-13P7 Thru 12 Bl 81 Lot 7 Thru 10 & 655.29x274.57 Mas & Steel
Deed Book:	5021	Deed Page:	249
Grid East:	614965	Grid North:	1112406

Owners

The Herald Publish Co Llc
1313 N Market St Fl 10
Wilmington DE 19801

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
12/31/2006	$1	710 - Manufacture	Land & Building	Herald Company	No	No	No	5021/249

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	0	Overall Condition:	Normal
Overall Grade:	Good	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	1	Partial fin	1971	Good	Above Average	61458	2
100	100	100	2	Unfinished	1971	Good	Above Average	58112	1

Improvements

Structure	Size	Grade	Condition	Year
Canpy-roof	600.00 sq ft	Good	Normal	1980
Pavng-asphlt	75000 × 4	Average	Normal	1980

Special Districts for 2016

Description	Units	Percent	Type	Value
FL001-Sweeping	1310	0%		0
SL001-Special Lighting	1477.19	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %

Taxes

Year	Description	Amount

Property Description Report For: 214 Salina St N, Municipality of City of Syracuse

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	311500
		Tax Map ID #:	104.-05-07.0
		Property #:	0979003701
		Property Class:	438 - Parking lot
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	438 - Parking lot
		Zoning Code:	-
		Neighborhood Code:	15820
Total Acreage/ Size:	164.71 x 144	School District:	Syracuse
Land Assessment:	2016 - $200,000	Total Assessment:	2016 - $200,000
Full Market Value:	2016 - $248,447		
Equalization Rate:	----	Property Desc:	Lot P1-3 Blk 23,78 164.71x144 Ang Vac
Deed Book:	5021	Deed Page:	253
Grid East:	615256	Grid North:	1112624

Owners

The Herald Publish Co Llc
1313 N Market St Fl 10
Wilmington DE 19801

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
12/31/2006	$1	438 - Parking lot	Land Only	The Herald Company Inc	No	No	No	5021/253
7/12/2000	$100,000	438 - Parking lot	Land & Building	City Of Syracuse	No	No	No	4437/85

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:		Overall Condition:	Normal
Overall Grade:		Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories

Improvements

Structure	Size	Grade	Condition	Year

Special Districts for 2016

Description	Units	Percent	Type	Value
FL001-Sweeping	164.71	0%		0
SL001-Special Lighting	302.63	0%		0
WF001-Water Frontage Dist	164.71	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %

Taxes

Year	Description	Amount

realRecord™

OWNERSHIP INFORMATION

THE HEARALD PUBLISHING CO MPANY LLC
101 SALINA ST N TO CLINTON ST
SYRACUSE NY 13202-0000

COUNTY: ONONDAGA

PROPERTY CLASS: 710 - MANUFACTURING AND PROCESSING

PARCEL NO: 104.-08-01.0

Mail: 1313 MARKET ST
WILMINGTON DE 19801-6107

PHONE NUMBER:

CENSUS TRACT: 0032.00

SWIS_SBL: 311500104000000800100000000

SALE DATE	PRICE	DEED DATE	LIBRE	PAGE	ARMS LENGTH	SELLER	BUYER	PERS. PROP	# PARCELS
{NUM} - 12/31/2006	$ 1	11/05/2007	5021	249	N	THE HERALD CO INC	THE HEARALD PUBLISHING CO MPANY LLC	0	1

STRUCTURAL3 INFORMATION

Overall Eff. Yr Built	1971
Overall Grade	
Overall Condition	AVERAGE
Construction Type	

TAX INFORMATION

SBL(Tax ID)#:	104.-08-01.0
Assessed Value $	14,785,000
Land Assesment $	1,794,000
School Tax $	256,520
County/Town Tax $	177,568
City/Village Tax $	137,057
Total Tax $	571,145
Full Tax Value $	18,141,104
Equalization Rate	0.82
Prior Tax ID#	
Full Land Value $	2,201,226

*The calculated tax amounts are not exact. No special district tax amounts or exemptions have been included. All numbers are estimated based on town values. Taxes should be verified directly from the local tax collector.

LOT INFORMATION

Lot Size Dim.:	655.29x274.57
Land SQFT	179,470
Lot Size Acres	4.12
Zoning	005
Nbhd Code	15820
School District	311500 - SYRACUSE
Desirability	INFERIOR
Water Front	N
Sewer	COMMERCIAL/PUBLIC
Water	COMMERCIAL/PUBLIC
Utilities	GAS/ELECTRIC
Nbhd. Rating	UNKNOWN
Nbhd. Type	UNKNOWN
# Res. Sites	0
# Comm. Sites	1
Swis Code	311500

Updated:11/09/2016 9:59 pm

BUILDING USAGE

ROW STORAGE | TOTAL RENT SQ. FT.: 70801
LIGHT MFG | TOTAL RENT SQ. FT.: 40072
BODY SHOP | TOTAL RENT SQ. FT.: 18040
PROFSSNL OFF | TOTAL RENT SQ. FT.: 61458

BUILDING BREAKDOWN

# IDENT. BLDS.	BOECKH MODEL	YR. BUILT	QUALITY	CONDITION	PERIMETER	GROSS SQ.FT.	STORIES	STORY HEIGHT	AC%	SPRINKLER%	ALARM%	BSMT. TYPE	BSMT. SQ.FT.
1	2-4ST OFFICE	1,971	ABOVE AVERGE	GOOD	1074	61,458	2	12	100	100	100	CRAWL	30,729
1	1 STY MFG	1,971	ABOVE AVERAGE	GOOD	714	58,112	1	24	100	100	100	SLAB/PIER	40,072

IMPROVEMENTS :

(1) CANPY-ROOF, BUILT 1980, 600.00 SQFT, CONDITION NORMAL
(1) PAVNG-ASPHLT, BUILT 1980, 0 SQFT, CONDITION NORMAL

Note: Display indicates first residential site and up to four improvements.

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OWNERSHIP INFORMATION	PARCEL NO: 104.-05-07.0
THE HERALD PUBLISHING CO LLC 214 SALINA ST N SYRACUSE NY 13202-0000	Mail: 1313 MARKET ST WILMINGTON DE 19801-6107 PHONE NUMBER:
COUNTY: ONONDAGA PROPERTY CLASS: 438 - PARKING LOT	CENSUS TRACT: 0032.00 SWIS_SBL: 311500104000000050070000000

SALE DATE	PRICE	DEED DATE	LIBRE	PAGE	ARMS LENGTH	SELLER	BUYER	PERS. PROP	# PARCELS
{NUM} - 12/31/2006	$ 1	11/05/2007	5021	253	N	THE HERALD CO INC	THE HERALD PUBLISHING CO LLC	0	1
{NUM} - 07/12/2000	$ 100,000	07/12/2000	4437	85	N	CITY SYRACUSE	THE HERALD COMPANY, INC.	0	1

STRUCTURAL3 INFORMATION	
Overall Eff. Yr Built	0
Overall Grade	
Overall Condition	AVERAGE
Construction Type	

TAX INFORMATION	
SBL(Tax ID)#:	104.-05-07.0
Assessed Value $	200,000
Land Assesment $	200,000
School Tax $	3,470
County/Town Tax $	2,402
City/Village Tax $	1,854
Total Tax $	7,726
Full Tax Value $	245,398
Equalization Rate	0.82
Prior Tax ID#	
Full Land Value $	245,398

*The calculated tax amounts are not exact. No special district tax amounts or exemptions have been included. All numbers are estimated based on town values. Taxes should be verified directly from the local tax collector.

LOT INFORMATION	
Lot Size Dim.:	164.71x144.00
Land SQFT	23,616
Lot Size Acres	0.54
Zoning	
Nbhd Code	15820
School District	311500 - SYRACUSE
Desirability	INFERIOR
Water Front	N
Sewer	COMMERCIAL/PUBLIC
Water	COMMERCIAL/PUBLIC
Utilities	GAS/ELECTRIC
Nbhd. Rating	UNKNOWN
Nbhd. Type	UNKNOWN
# Res. Sites	0
# Comm. Sites	1
Swis Code	311500

Updated:11/09/2016 9:59 pm

BUILDING USAGE

USE AS: PARKING LOT

BUILDING BREAKDOWN

# BLDS.	IDENT. MODEL	BOECKH YR. BUILT	QUALITY	CONDITION	PERIMETER	GROSS SQ.FT.	STORY STORIES	HEIGHT	AC%	SPRINKLER%	ALARM%	BSMT. TYPE	BSMT. SQ.FT.
												UNKNOWN	

IMPROVEMENTS :

Note: Display indicates first residential site and up to four improvements.

real-info.com makes no warranty or guarantee concerning the accuracy or reliability of the content contained in this site. Information is obtained from many sources. real-info.com shall not be liable for errors contained herein or for any damages in connection with the use of the information contained herein.

LCS, INC.
MUNICIPAL INTERVIEW

PROJECT#: 165 7075.34 MUNICIPALITY: Syracuse
(Identify Village/Town/City)

ADDRESS: _____
(Identify all potential addresses)

INTERVIEWS:

[redacted] → Message left, 11/30, 12/7

Office: Building Inspector/Code Enforcement Officer
Personnel: Ken Townsley, Director Date: _____
Title: _____

Are you aware of any violations, complaints or other records that would indicate recognized environmental conditions at the site? _____

Are you aware of any industrial use or uses likely to lead to contamination of the subject property? _____

For adjacent properties: Are you aware of any industrial use or uses likely to lead to contamination of the subject property? _____

When was the subject property connected to municipal sewer? _____
What is the history of the subject structure and/or property? _____

Office: Fire Department
Personnel: _____ Date: _____

Are you aware of any violations, complaints or other records that would indicate recognized environmental conditions at the site? _____

Are you aware of any industrial use or uses likely to lead to contamination of the subject property? _____

Have you informed of the storage of hazardous/regulated materials on-site in regards to Records of Emergency Notification under SARA Title III? _____

LCS, INC
227 WEST FAYETTE STREET SUITE 202
SYRACUSE, NY 13202
SKESSLER@LENDERCONSULTING.COM
(P) 315-726-4025

TO: City Clerk	FROM: Shane Kessler
COMPANY: City of Syracuse	DATE: 11/30/2016
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER: 1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER: 16S7075.39
RE: FOIL Request	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☑ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Dear Clerk:

Under the provisions of the New York Freedom of Information Law, Article 6 of the Public Officers Law, I hereby request records or portions thereof pertaining to any environmental permits/violations, fuel tank records (storage, removal, etc.), HAZMAT documents, open code violations, and any known past owners/uses for 101-239 N. Salina (Post Standard Building) & 214 N. Salina (Parking lot).

If there are any fees for copying the records requested, please inform me before filling the request. As you know, the Freedom of Information Law requires that an agency respond to a request within five (5) business days of receipt of a request. Therefore, I would appreciate a response as soon as possible and look forward to hearing from you shortly.

If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and provide the name and address of the person or body to whom an appeal should be directed.

Sincerely,



Shane Kessler

LCS INC.
Environmental and Real Estate Consultants

Corporate Offices
Waterfront Village
40 La Riviere Drive, Suite 120
Buffalo, New York 14202

Tel: 800.474.6802
716.845.6145
Fax: 716.845.6164
www.lenderconsulting.com

December 2, 2016

Ms. Kim Wentworth
Regional Citizen Participation Specialist
NYS Department of Environmental Conservation
615 Erie Boulevard West
Syracuse, New York 13204

WHEN RESPONDING PLEASE REFERENCE 16S7075.39

Dear Ms. Wentworth,

Our firm is performing an Environmental Assessment of a real property located within the jurisdiction of NYSDEC Region 7. Under the Freedom of Information Law (FOIL), I am writing to request that a review be made of NYSDEC Region 7 department records, which are relevant to the purpose of this Phase I Audit. Please forward this FOIL request to the following NYSDEC departments for review of department records, if available with regards to the subject site or facility(s) (referenced below) and adjacent properties.

1) Regulatory Services - permits and registrations (active and inactive).
2) Law Enforcement/Legal Affairs/Env. Enforcement - complaint/notice of violation files, legal proceedings.
3) Solid and Hazardous Waste - site files for active and inactive sites.
4) Petroleum Bulk Storage - tank closure reports, registered facilities. ← Please reference: PBS No. 7-459321
5) Air/Water Division - air and water quality issues/violations.
6) NYSDEC Site Inspection Reports.
7) Spills Division - record of petroleum/chemical releases. ← Spill No. 0007349

SITE:	**Commercial Property (Post Standard Building & Parking)**
STREET ADDRESS:	**101-239 N. Salina Street & 214 North Salina St.**
MUNICIPALITY:	**City of Syracuse**
COUNTY:	**Onondaga**
CURRENT OWNER:	**The Herald Publish Co LLC**
CURRENT USE:	**commercial**
PAST USE:	**commercial**
SIZE:	**4.66 acres**
SBL#:	**unk.**

If you have any questions regarding this request for information, please contact our office. The Information that you provide is greatly appreciated.

Sincerely,
Shane Kessler
LCS, Inc.
skessler@lenderconsulting.com

10.8 AERIAL PHOTOGRAPHS

Copies of some aerial photographs are unavailable.

Due Date: _____

LCS, INC. AERIAL PHOTOGRAPH REVIEW

PROJECT #: 165707S.39
SITE ADDRESS: _____
OFFICE REVIEWED AT: _____ Eyr
DATE REVIEWED: 12/8

DATE: PHOTO ID / DESCRIPTION

Yr. ___: Subject property:
2011 - Same As Current (Buildng + Parking)
North: Parking lot
South: City Park
East: Parking/Buildng
West: Multiple Bldgs

Yr. ___: Subject property:
2006 Same As Above
North:
South:
~~East:~~ →
West:

Yr. ___: Subject property:
1995 - North portion of Bldg not there
North:
South:
East:
West: SAA

Yr. ___: Subject property:
1972 - SAA, Possible Bldg on 214 lot
North: SAA
South: SAA
East: More Bldgs than current
West: SAA

Yr. ___: Subject property:
1956 Multiple Buildings (Parcel Split) D-O.
North:
South:
~~East:~~ →
West:

Yr. ___: Subject property:
1947 Subject Parce split w/ Road
North:
South:
East:
West: No Bldgs shown

Yr. ___: Subject property:
1937 SAA
North:
South:
~~East:~~ →
West:

Yr. ___: Subject property:
North:
South:
East:
West:

Topo ↓

**Please add site arrows, dates and north arrows to the copies of the aerials prior to sending them to Buffalo.

Rev. Date 7-2004

1995



Google Earth

feet 900

meters 300

2006



Google Earth

feet 900

meters 300

2011



Google Earth

feet 900

meters 300

10.9 HISTORICAL INFORMATION

ENVIRONMENTAL RISK INFORMATION SERVICES

HISTORICAL DIRECTORY REPORT

for the site:

16S7075
101-239 AND 214 N SALINA ST
SYRACUSE, NY
PO #:

Report ID: 20161130088
Completed: 12/2/2016

Ecolog ERIS Ltd.
Environmental Risk Information Service (ERIS)
A division of Glacier Media Inc.
P: 1.866.517.5204
E: info@erisinfo.com

www.erisinfo.com

Search Results Summary

Date	Source	Comment
2016	POLK`S	*Images Provided*
2012	POLK`S	*Images Provided*
2008	POLK`S	*Images Provided*
2004	POLK`S	*Images Provided*
1999	POLK`S	*Images Provided*
1996	POLK`S	*Images Provided*
1992	POLK`S	*Images Provided*
1988	POLK`S	*Images Provided*
1983	POLK`S	*Images Provided*
1977-78	POLK`S	*Images Provided*
1974	POLK`S	*Images Provided*
1970	POLK`S	*Images Provided*
1966	POLK`S	*Images Provided*
1961	POLK`S	*Images Provided*
1957	POLK`S	*Images Provided*
1953	POLK`S	*Images Provided*
1949	POLK`S	*Images Provided*
1945	POLK`S	*Images Provided*
1941	POLK`S	*Images Provided*
1938	POLK`S	*Images Provided*

12/2/2016

RE: CITY DIRECTORY RESEARCH
16S7075
101-239 AND 214 N SALINA ST SYRACUSE, NY

,

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

Search Criteria:

0-300 of N Salina St

2016
SOURCE: POLK`S

N SALINA ST

+ S SALINA ST CONTINUES
• ZIP CODE 13202 CAR-RT C006
100 YOURCOMPUTERTEK SYRACUSE
nonclassified establishments ✓
.....315-883-0084
• ZIP CODE 13202 CAR-RT C007
101 ADVANCE CENTRAL SVC SYRACUSE
serv ✓ 315-470-3175
+ JAMES ST INTERSECTS
+ W GENESEE ST INTERSECTS
126 CNY ENTERPRISE DEVMNT CORP
business & trade org ✓ ..315-422-8276
COMMUNITY HEALTH FOUNDATION
social serv & welfare org ✓
.....315-671-0057
STEVEN R DOLSON ESQ attorneys ✓
.....315-423-3328
3 ROSAMONS GIFFORD CHARITABLE
federal government contractors ✓
5 FREER & EASSA P C nonclassified
establishments ✓ 315-472-7045
100 PRIVATE REGISTRATION US
nonclassified establishments ✓
100 SYRACUSE METROPOLITAN
TRNSPRTN transportation serv ✓@
107 C R FLETCHER ASSOC executive
search consultants ✓@ ..315-471-1000
200 CENTRAL NY REGIONAL PLANNING
city regional & town planners ✓@
210 ROI OFFICE FURN & INTERIORS
furniture-dlrs- retail ✓@ ..315-410-7970
300 Fredenburg Thomas F 12
300 ROBERT J HANAFIN INC insurance ✓
@ 315-428-1135
310 GIFFORD FOUNDATION social serv &
welfare org ✓ 315-474-2489
320 BALDWIN & SUTPHEN LLP attorneys
✓@ 315-477-0100
320 ELLIOTT PETER L attorneys ✓@
.....315-422-3030
400 BAKER CYNTHIA P AGT insurance ✓
.....315-214-6631
400 FIRST NIAGARA RISK
MANAGEMENT risk mgmt consultants ✓
.....315-461-1282
401 EMHOFF ASSOCIATES real estate
mgmt ✓@ 315-423-9200
500 FIRST NIAGARA BANK banks ✓@
.....315-477-6100
+ E WILLOW ST INTERSECTS
+ HERALD PL INTERSECTS
• ZIP CODE 13203 CAR-RT C008
315 23 No Current Listing

2012
SOURCE: POLK`S

N SALINA ST

+ S SALINA ST CONTINUES
• ZIP CODE 13202 CAR-RT C006
100 DELTA MARKETING DYNAMICS
market research & analysis ✓@
.....315-492-2905
+ JAMES ST INTERSECTS
+ W GENESEE ST INTERSECTS
+ W GENESEE ST INTERSECTS
• ZIP CODE 13202 CAR-RT C007
126 COMMUNITY HEALTH
FOUNDATION social serv &
welfare org ✓@ 315-671-0057
ENTRUST LLC nonclassified
establishments ✓@ ..315-435-4360
FIRST NIAGARA BANK banks ✓@
.....315-477-6000
PBJ WEALTH MANAGEMENT LLC
stock & bond brokers ✓@
.....315-422-7495
LL3 VERISMA mgmt serv ✓@
.....315-671-4444
100 SYRACUSE METROPOLITAN
TRNSPRTN transportation serv ✓@
.....315-422-5716
107 C R FLETCHER ASSOC
executive search consultants ✓@
.....315-471-1000
200 CENTRAL NEW YORK
REGIONAL PLAN city regional &
town planners ✓@ ..315-422-8276
250 C H ROBINSON CO
transportation consultants ✓@
.....315-471-7395
300 ROBERT J HANAFIN INC
insurance ✓@ 315-428-1135
310 GIFFORD FOUNDATION social
serv & welfare org ✓@
.....315-474-2489
320 BALDWIN & SUTPHEN LLP
attorneys ✓@ 315-477-0100
401 EMHOFF ASSOCIATES real
estate mgmt ✓@ 315-423-9200
+ E WILLOW ST INTERSECTS
+ HERALD PL INTERSECTS
• ZIP CODE 13203 CAR-RT C008
315 33 Rigney Morgane E
35 Waters Shayne M ✓@ 4
37 Schraib Amanda N ✓ 4

STREET GUIDE

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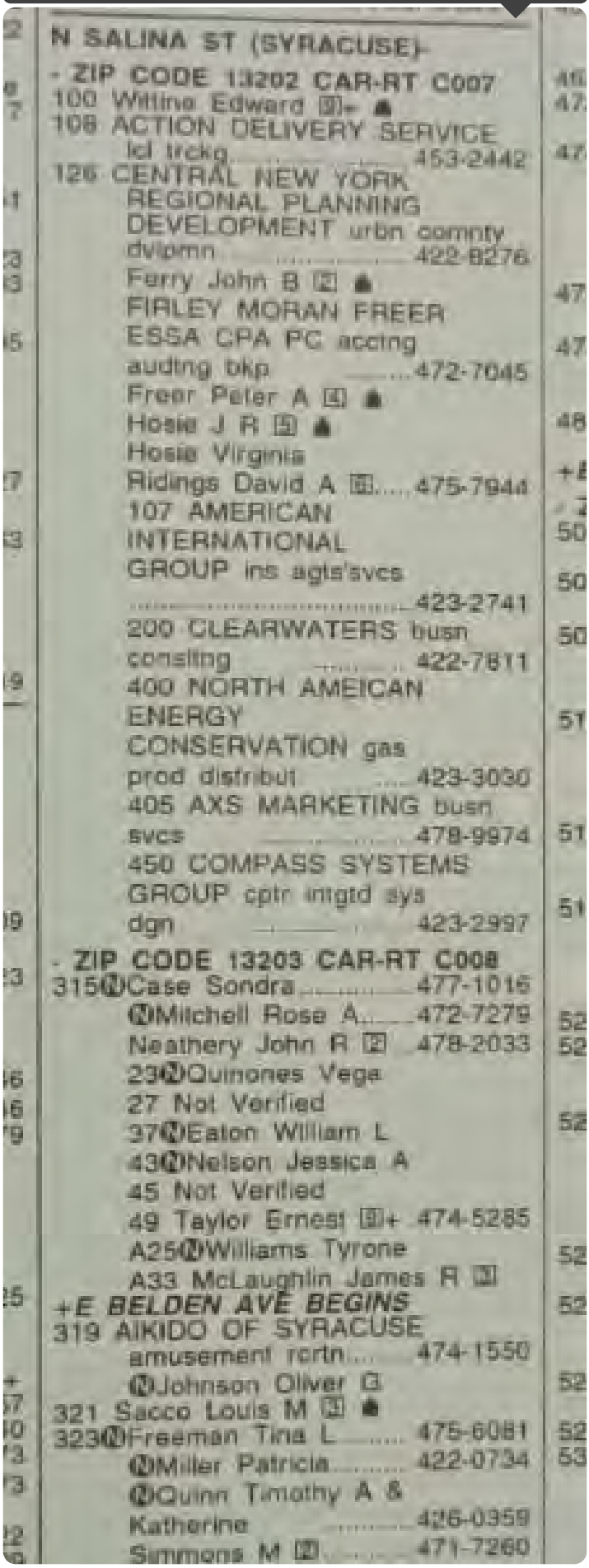
N SALINA ST (SYRACUSE) FROM 2 JAMES ST NORTH
+ S SALINA ST CONTINUES
• ZIP CODE 13202 CAR-RT C007
100 SHELL TRADING GAS & POWER CO gas companies ..315-423-4800
Smalls Deddie
101 Johnson Gina
Wason Jay W [12]
+ JAMES ST INTERSECTS
+ W GENESEE ST INTERSECTS
+ W GENESEE ST INTERSECTS
126 BASLOE LEVIN & CUCCARO LTD insurance adjusters ..315-423-6500
COMMUNITY HEALTH FOUNDATION health care instruction 315-671-0057
COMPASS SYSTEMS GROUP internet serv 315-234-5100
CORPORATE CHEF'S INC food serv-mgmt 315-478-6608
ENTRUST LLC nonclassified establishments 315-435-4360
FIRLEY MORAN FREER & EASSA accountants 315-472-7045
Sutphen Jamie [7] 315-477-0100
100 PIETRASZEK BRUCE M CPA accountants
100 REID MARK S CPA accountants
100 RUSSELL RICHARD A CPA accountants
100 SYRACUSE METROPOLITAN TRNSPRTN transportation serv 315-422-5716
102 Perry Melissa A
107 C R FLETCHER ASSOC executive search consultants 315-471-1000
200 CENTRAL NEW YORK REGIONAL PLAN city regional & town planners 315-422-8276
210 BSB BANK & TRUST banks 315-422-3377
210 FTO nonclassified establishments 315-426-9473
300 Fredenburg Thomas F [4]
300 Fredenburg Marilou E
300 ROBERT J HANAFIN INC insurance 315-428-1135
305 CNY ELEVATOR CONSULTANTS elevator

300 Fredenburg Thomas F [4]
300 Fredenburg Marilou E
300 ROBERT J HANAFIN INC insurance 315-428-1135
305 CNY ELEVATOR CONSULTANTS elevator consultants 315-425-0428
310 ROSAMOND GIFFORD CHARITABLE non-profit org 315-474-2489
320 BALDWIN & SUTPHEN attorneys
320 Sprock Charles M Jr [4]
400 HESS CORP energy mgmt sys & products 315-234-5300
400 NAEC gas- liquefied petro-bltld/ bulk 315-234-5300
401 EMHOFF ASSOCIATES real estate 315-423-9200
403 MC KENZIE INSTITUTE non-profit org 315-471-7612
500 BURKE GROUP pension & profit sharing plans 315-471-0118
500 FIRST NIAGARA BANK banks 315-477-6100
+ E WILLOW ST INTERSECTS
+ HERALD PL INTERSECTS
• ZIP CODE 13203 CAR-RT C008
315 Collar Roger [3] 315-426-8515
25 Oconnor Kate M [8]
25 Oconnor Clare M
27 Mitchell Rose A [10]
35 Robinson David J [7]
37 Allen Basil H [2] 315-426-1217
39 Crannell Terra A [12] 315-423-0235
39 Crannell Tara 315-423-0235
39 Neathery John R [13] 315-423-0235
47 Nefertkhopetsurusuachne Nebkhepeanure [6]
47 Stephens Solomon [29]

N SALINA ST (SYRACUSE)-FROM 2 WILL CT NORTH
• ERIE BLVD E CONTINUES
• S SALINA ST INTERSECTS
• ZIP CODE 13202 CAR-RT C007
100 C H ROBINSON WORLDWIDE INC
transportation consultants
.....315-471-7395
101 Garber David M [2] 315-474-7571
• JAMES HEATH RD INTERSECTS
• JAMES HEATH RD CONTINUES
126 AMERADA HESS CORP oil/gas exploration/developmen
.....315-234-5300
COMPASS SYSTEMS GROUP internet serv 315-234-5100
FIRLEY MORAN FREER & EASSA accountants 315-472-7045
INSIGHT REALTY GROUP LLC real estate 315-701-1345
MAC LEOD ROBERT E CPA accountants 315-472-7045
MONTGOMERY PARTNERS real estate 315-423-9200
NORTH AMERICAN ENERGY energy conservation/mgmt consu
.....315-423-2996

N SALINA ST Cont'd
ONE HUNDRED CLINTON SQUARE nonclassified establishments 315-476-5376
PIETRASZEK BRUCE M CPA accountants 315-472-7045
REID MARK S CPA accountants 315-472-7045
ROBERT L HOOD REAL ESTATE CO real estate mgmt 315-423-9200
RUSSELL RICHARD A CPA accountants 315-472-7045
SYRACUSE METROPOLITAN TRNSPRTN transportation serv 315-422-5716
LL3 VISORY GROUP computers-networking 315-424-7736
107 AIG insurance 315-423-2740
107 C R FLETCHER ASSOC employment agencies/opportunit 315-471-1000
200 CENTRAL NEW YORK REGIONAL PLAN city regional & town planners 315-422-8276
200 NEW YORK WATER ENVIROMENT ASSO envrmntl & ecolgcl serv 315-422-7811
210 BSB BANK & TRUST banks 315-422-3377
320 BALDWIN & SUTPHEN attorneys 315-477-0100
400 NAEC gas companies 315-234-5300
• WILL CT INTERSECTS
• ZIP CODE 13203 CAR-RT C008
315 Collar Roger 315-426-8515
Stephens Solomon [16]
23 Thorpe Walter [7] ..315-428-0028
25 No Current Listing
27 Mitchell Rose A [8] ..315-428-8034
33 No Current Listing
35 Taylor Ernest [20]
37 No Current Listing
39 Crannell Terra A [5] 315-423-0235
39 Neathery John R [8] 315-423-0235
43 - 45 No Current Listing (2 Apts)
47 Neterkheperureuacnre Nebkheperure [2]
49 No Current Listing
321 GEE'S HAIR SALON beauty salons

1999 N SALINA ST
SOURCE: POLK`S

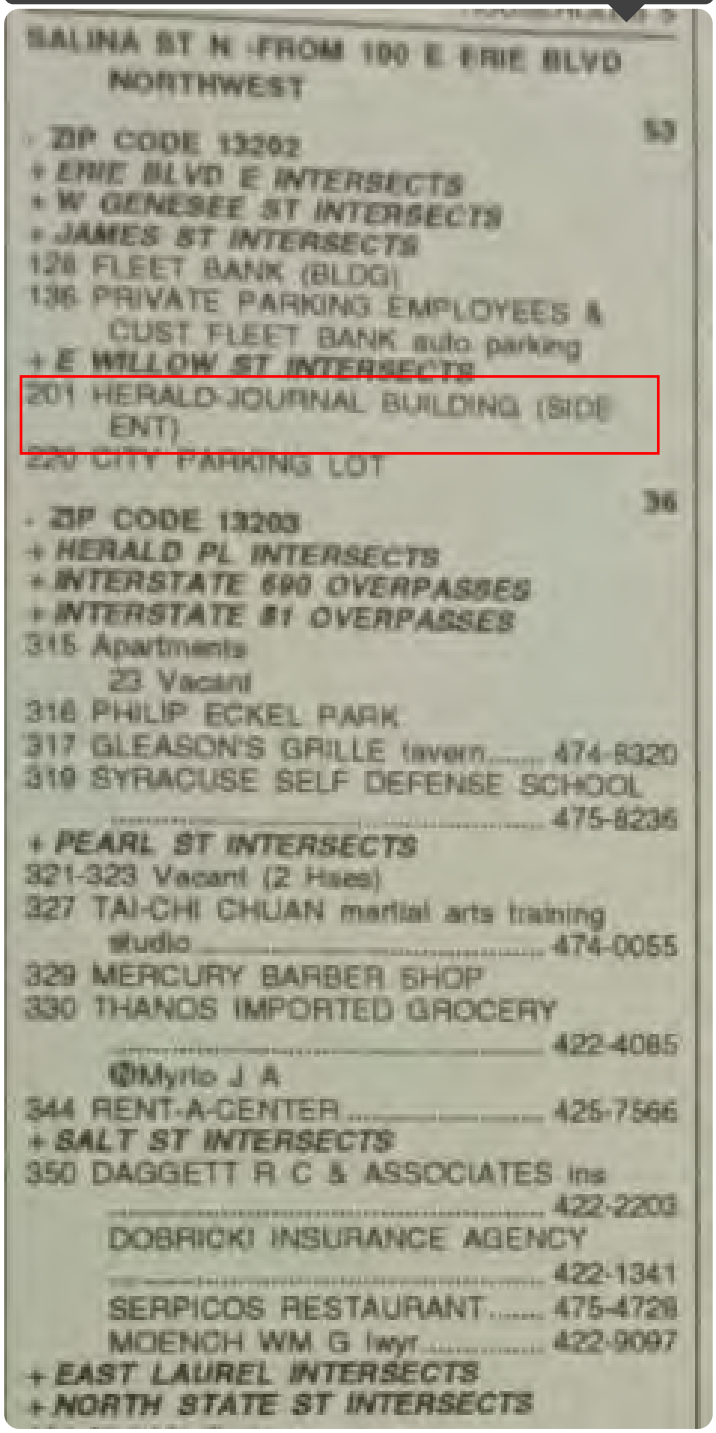


N SALINA ST (SYRACUSE)-

- ZIP CODE 13202 CAR-RT C007
100 Wiltine Edward [2]+
108 ACTION DELIVERY SERVICE
ld trckg 453-2442
126 CENTRAL NEW YORK
REGIONAL PLANNING
DEVELOPMENT urbn commty
dvlpmn 422-8276
Ferry John B [2]
FIRLEY MORAN FREER
ESSA CPA PC acctng
audtng bkp 472-7045
Freer Peter A [4]
Hosie J R [5]
Hosie Virginia
Ridings David A [3] 475-7944
107 AMERICAN
INTERNATIONAL
GROUP ins agts'svcs
..... 423-2741
200 CLEARWATERS busn
consltng 422-7811
400 NORTH AMEICAN
ENERGY
CONSERVATION gas
prod distribut 423-3030
405 AXS MARKETING busn
svcs 478-9974
450 COMPASS SYSTEMS
GROUP cptr intgtd sys
dgn 423-2997

- ZIP CODE 13203 CAR-RT C008
315 (T) Case Sondra 477-1015
(T) Mitchell Rose A 472-7279
Neathery John R [2] 478-2033
230 (T) Quinones Vega
27 Not Verified
37 (T) Eaton William L
43 (T) Nelson Jessica A
45 Not Verified
49 Taylor Ernest [3]+ 474-5285
A25 (T) Williams Tyrone
A33 McLaughlin James R [3]
+E BELDEN AVE BEGINS
319 AIKIDO OF SYRACUSE
amusement rcrtn 474-1550
(T) Johnson Oliver [3]
321 Sacco Louis M [3]
323 (T) Freeman Tina L 475-6081
(T) Miller Patricia 422-0734
(T) Quinn Timothy A &
Katherine 426-0359
Simmons M [2] 471-7260

1996 N SALINA ST
SOURCE: POLK`S



SALINA ST N -FROM 100 E ERIE BLVD
NORTHWEST

- ZIP CODE 13202 53
+ ERIE BLVD E INTERSECTS
+ W GENESEE ST INTERSECTS
+ JAMES ST INTERSECTS
128 FLEET BANK (BLDG)
136 PRIVATE PARKING EMPLOYEES &
CUST FLEET BANK auto parking
+ E WILLOW ST INTERSECTS
201 HERALD-JOURNAL BUILDING (SIDE
ENT)
220 CITY PARKING LOT

- ZIP CODE 13203 36
+ HERALD PL INTERSECTS
+ INTERSTATE 690 OVERPASSES
+ INTERSTATE 81 OVERPASSES
315 Apartments
23 Vacant
316 PHILIP ECKEL PARK
317 GLEASON'S GRILLE tavern 474-8320
319 SYRACUSE SELF DEFENSE SCHOOL
..... 475-8235
+ PEARL ST INTERSECTS
321-323 Vacant (2 Hses)
327 TAI-CHI CHUAN martial arts training
studio 474-0055
329 MERCURY BARBER SHOP
330 THANOS IMPORTED GROCERY
..... 422-4085
(T) Myrto J A
344 RENT-A-CENTER 425-7566
+ SALT ST INTERSECTS
350 DAGGETT R C & ASSOCIATES ins
..... 422-2203
DOBRICKI INSURANCE AGENCY
..... 422-1341
SERPICOS RESTAURANT 475-4728
MOENCH WM G lwyr 422-9097
+ EAST LAUREL INTERSECTS
+ NORTH STATE ST INTERSECTS

6 HOUSEHOLDS

53

SALINA ST NORTH -FROM 100 ERIE BLVD EAST NORTHWEST TO 100 E HIAWATHA BLVD

- **ZIP CODE 13202**
- ERIE BLVD E INTERSECTS
- W GENESEE ST INTERSECTS
- JAMES ST INTERSECTS

128 FLEET BK (BLDG)
130 PRIVATE PARKING EMPLOYEES & CUST FLEET BANK auto parking

- E WILLOW ST INTERSECTS

201 HERALD JOURNAL BUILDING (SIDE ENT)
220 CITY PARKING LOT
- HERALD PL INTERSECTS

50

- **ZIP CODE 13203**
- HERALD PL INTERSECTS
- INTERSTATE 690 OVERPASSES
- INTERSTATE 81 OVERPASSES

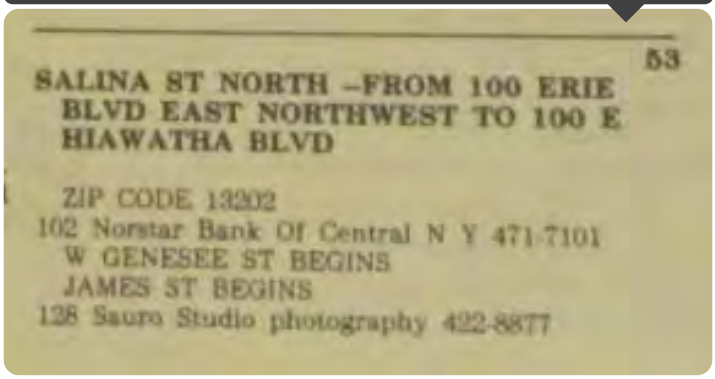
315 Apartments
23-315 Vacant (12 Apts)
316 PHILIP ECKEL PARK
317 GLEASON'S GRILLE tavern 474-8020
319 PROFESSIONAL IMAGES photography 471-8390
- PEARL ST INTERSECTS

321 CHAR-TEMPS INC emp servs 476-8511
323 Apartments
Vacant
327 SKANES OL CURIOSITY SHOPPE antique dealer 476-8888
329 MERCURY BARBER SHOP
330 THANOS IMPORTING INC 422-4085
344 RENT-A-CENTER 425-7566
- SALT ST INTERSECTS

350 DAGGETT R C & ASSOCIATES ins 422-2203
DOBRICKI INSURANCE AGENCY ins agt 422-1341
SERPICOS RESTAURANT 475-4728
MOENCH WM A lwyr 422-9096
- LAUREL ST INTERSECTS
- EAST LAUREL INTERSECTS
- NORTH STATE ST INTERSECTS

301 WESTERMAN & PIETRAFESA 474-1220
403 TUMINO'S PIZZERIA 471-2420

1988 N SALINA ST - A
SOURCE: POLK`S

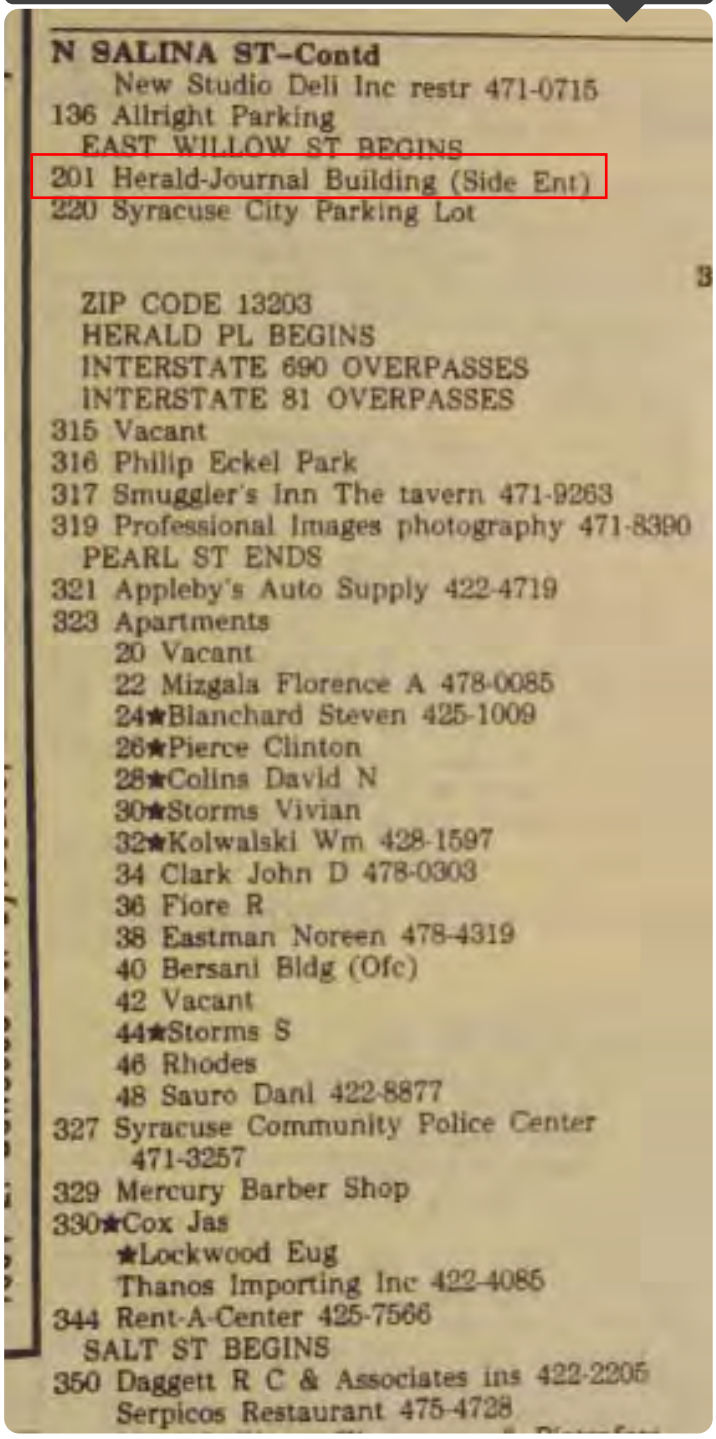


53

SALINA ST NORTH –FROM 100 ERIE BLVD EAST NORTHWEST TO 100 E HIAWATHA BLVD

ZIP CODE 13202
102 Norstar Bank Of Central N Y 471-7101
W GENESEE ST BEGINS
JAMES ST BEGINS
128 Sauro Studio photography 422-8877

1988 N SALINA ST - B
SOURCE: POLK`S



N SALINA ST–Contd
New Studio Deli Inc restr 471-0715
136 Allright Parking
EAST WILLOW ST BEGINS
201 Herald-Journal Building (Side Ent)
220 Syracuse City Parking Lot

3

ZIP CODE 13203
HERALD PL BEGINS
INTERSTATE 690 OVERPASSES
INTERSTATE 81 OVERPASSES
315 Vacant
316 Philip Eckel Park
317 Smuggler's Inn The tavern 471-9263
319 Professional Images photography 471-8390
PEARL ST ENDS
321 Appleby's Auto Supply 422-4719
323 Apartments
20 Vacant
22 Mizgala Florence A 478-0085
24★Blanchard Steven 425-1009
26★Pierce Clinton
28★Colins David N
30★Storms Vivian
32★Kolwalski Wm 428-1597
34 Clark John D 478-0303
36 Fiore R
38 Eastman Noreen 478-4319
40 Bersani Bldg (Ofc)
42 Vacant
44★Storms S
46 Rhodes
48 Sauro Dani 422-8877
327 Syracuse Community Police Center 471-3257
329 Mercury Barber Shop
330★Cox Jas
★Lockwood Eug
Thanos Importing Inc 422-4085
344 Rent-A-Center 425-7566
SALT ST BEGINS
350 Daggett R C & Associates ins 422-2205
Serpicos Restaurant 475-4728

1983 N SALINA ST
SOURCE: POLK`S

ZIP CODE 13202
102 Syracuse Savings Bank 471-7101
W GENESEE ST BEGINS
JAMES ST BEGINS
108 Vacant
114 Vacant
128 Sauro Studio photography 422-8877
Serpico Restaurant 475-4728
136 Allright Parking parking lot
EAST WILLOW ST BEGINS
201 Herald-Journal Building (Side Ent)
220 Syracuse City Parking Lot

36

ZIP CODE 13203
HERALD PL BEGINS
INTERSTATE 690 OVERPASSES
INTERSTATE 81 OVERPASSES
315 Bersani Building apts
23 Lecht Vianna M
25 Edwards Richd 471-0762
27 Clark Hazel 422-7640
29 Ferland V
31★Balamut Kay 471-6427
33 Vacant
35 Maffei Neil C Jr 472-7642
37 Maneu Muriel W 471-1770
39 Allen Wm R 422-1955
43 Hudson T
45 Vacant
47 Kenyon D M 478-3061
49 Vacant
316 Philip Eckel Park
317 De John's Restaurant 471-9263
319 Daggett Ronald C & Assoc ins agcy 422-2203
PEARL ST ENDS
321 Appleby T H & Co Inc auto supe 422-4719
323 Apartments
20 Silvia Peter
22 Mizgala Florence M 478-0085
24 Vacant
26 Vacant
28 La Grow James F 471-0265
30 No Return
32 Sauro Danl J Jr 472-6157
34 Kenyon Kath 478-0303
36 Fiore R
38 Rand Harold
40 Bersani Bldg Ofc

1977-78 N SALINA ST
SOURCE: POLK`S

125

SALINA ST NORTH —FROM 100 ERIE BLVD EAST NORTH AND WEST TO EAST 100 E HIAWATHA BLVD

ZIP CODE 13202
102 Syracuse Savings Bank 471-7101
W GENESEE ST BEGINS
JAMES BEGINS
108 Vacant
114 Roy Furniture Co 474-2411
128 Sauro Daniel Creative Photographic Art 422-8877
Studio Delicatessen The 475-9621
136 Barboni Lou Parking Lot
150 Office Bldg
EAST WILLOW BEGINS
201 Herald-Journal Building (Side Ent)

36

ZIP CODE 13203
HERALD PL BEGINS
RTE 490 EXPRESSWAY INTERSECTS
RTE 81 EXPRESSWAY INTERSECTS
315 Bersani Building apts
23★Clark Hazel 422-7640
25★Edwards S
27 Merchant Richd W 472-2835
29★Spadaco Francis P 478-8496
31 Vacant
33★Ingram J
35★Henriot J
37★Maneu Muriel W 471-1770
39 Allen Wm R 422-1955
43 Leoski Ronald
45★Crandall W
47★Hundley Rita L
49 Vacant
316 Philip Eckel Park
317 De John's Restaurant 471-9263
319 Daggett Ronald C & Assoc ins agcy 422-2203
PEARL ST ENDS
321 Appleby T H & Co Inc auto supe 422-4719
323 Apartments

1974 N SALINA ST
SOURCE: POLK`S

125

SALINA ST NORTH —FROM ERIE BLVD EAST NORTH AND WEST TO EAST HIAWATHA BLVD

ZIP CODE 13202
102 Syracuse Savings Bank 474-7581
W GENESEE ST BEGINS
JAMES BEGINS
108 Vacant
Vacant
114 Roy Furniture Co 474-2411
128 Sauro Daniel Creative Photographic Art 422-8877
Art's New Cosmo Restaurant 471-9586
136 Vacant
138 Vacant
140 Vacant
150 Office Bldg
Rooms
EAST WILLOW BEGINS
200 Besdin Furniture Co Inc 479-5551
201 Herald-Journal Building (Side Ent)
206 Besdin Furniture Co (Stge)
212 Poodle's & Jim's Restaurant 471-9368
216 National Sleep Center Inc furn 475-0157

36

ZIP CODE 13203
HERALD PL BEGINS
315 Bersani Building apts
23★Kelley Marion L
25 Crispino Ronald J 422-6332
27 Vacant
29 Williams Leonard O 422-4975
33 No Return
35 Ostuni Frank 422-8888
37 Trytek Eliz M 471-6358
39 Allen Wm R 422-1955
43★Lecaki Ronald
45 Passaflume Anna 422-4658
47 Fidler Clara M 422-8092
49 Maneu Muriel W 471-1770
317 Zipper Repair Service 471-2937

1970 N SALINA ST
SOURCE: POLK`S

ZIP CODE 13202
WEST GENESEE BEGINS
EAST GENESEE BEGINS
102 Syracuse Savings Bank 474-7581
JAMES BEGINS
108 U S O Of Central New York Inc The HA2-7653
Volunteer Center Inc 471-9131
114 Warehouse Outlet furn GR4-2411
128 Sauro Daniel Creative Photographic Art photog HA2-8877
New Cosmos Sandwich Shop GR1-9586
130 Weston's Cut Price Drugs HA2-1916
Weston E L Realty Co Inc HA2-1916
132 Things Shoe Stores 471-9753
136 Raymours Furniture Annex
138 Fay's Credit Clothing Co HA2-3914
140 Roy Furniture Co Inc 474-2411
150 Office Bldg
Rooms
Rear Vacant
2 Vacant
3 Vacant
4 Vacant
5 Vacant
STREET CONTINUED
152 Siegelman's Liquor Store HA2-1016
EAST WILLOW BEGINS
200 Besdin Furniture Co Inc HA2-5231
206 Besdin Furniture Co
212 Poodle's & Jim's Restaurant GR1-9368
216 National Sleep Center Inc furn 475-0157
ROUTE 81 EXPRESSWAY INTERSECTS
235 Vacant

36

ZIP CODE 13203
HERALD PL BEGINS
315 Bersani Building apts
23 Theetge Evelyn Mrs
25 Kraft Russell H HA2-3017
27 Cornish Michl
29 Williams Leonard O HA2-4975
33 Clark Laura U 422-8333
35 Ostuni Frank 422-8888
37 Trytek Eliz M GR1-6358
39 Allen Wm R 422-1955
43 Welch Mary M 471-5478
45 Passaflume Anna 422-4658

---WEST GENESEE BEGINS
101 DAW DRUG CO INC GR1-7706
102 SYRACUSE SAVINGS BANK GR4-7581
105 BUSY BEE THE VARIETY STORE
GR1-8189
---JAMES BEGINS
108 U S O OF CENTRAL NEW YORK INC
THE HA2-7653
VOLUNTEER CENTER INC 471-9131
113 SYRACUSE BEAUTY SCHOOL SCHOOL
OF BEAUTY 471-6777
114 WAREHOUSE OUTLET FURN GR4-2411
117 VACANT
120 WAREHOUSE OUTLET
121 GOLD BOND GIFT CENTER STAMP
REDEMPTION 471-5200
GOLD BOND STAMP CO SLS DEPT
HA2-3221
124 VACANT
127 VACANT
128 SAURO DANIEL CREATIVE
PHOTOGRAPHIC ART PHOTOG
HA2-8877
NEW COSMOS SANDWICH SHOP
GR1-9586
130 WESTON'S CUT PRICE DRUGS
HA2-1916
WESTON E L REALTY CO INC
HA2-1916
131 VACANT
132 THINGS SHOE STORES SHOES
471-9753
133 VACANT
136 AMERICAN OPINION LIBRARY SLS
RETAIL BOOKS 471-7347
138 FAY'S CREDIT CLOTHING CO
HA2-3914
139 NATIONAL SLEEP CENTER INC SLS
BEDDING & SUPS 475-0157
140 ROY FURNITURE CO INC GR4-2411
150 ROOMS
1 ASCOT VAN LINES INC MOVING
SERV GR4-6002
2 VACANT
3 VACANT
4 VACANT
5 VACANT
STREET CONTINUED
152 SIEGELMAN'S LIQUOR STORE
HA2-1016
---EAST WILLOW BEGINS
---WEST WILLOW BEGINS
200 BESDIN FURNITURE CO INC
HA2-5231

201 SPORT SUPPLY INC SPORTING EQUIP
SLS GR1-5702
205 VACANT
206 NOAH'S ARK AUTO ACCESSORIES INC
HA2-3778
209 DANIAL & JOHN SHOES
211 COLONIAL JEWELRY CO HA2-0893
212 POODLE'S & JIM'S RESTAURANT
GR1-9368
213 HARALAMBIDES CONSTANTINE
215 SYRACUSE BARGAIN HOUSE MENS CLO
#
MAIN STREET GYMNASIUM
216 GOLDBERG M & SONS SYRACUSE INC
FURNITURE SLS GR1-4136
217 FRANK'S JEWELRY # HA2-3616
219 VACANT
229 RAYMOURS FURNITURE CO INC
475-7266
235 RAYMOUR'S WAREHOUSE STORE HOME
FURNISHINGS 475-7266
---HERALD PL BEGINS
315 BERSANI BUILDING APTS
23 THEETGE EVELYN MRS
25 KRAFT RUSSELL H HA2-3017
27 DE ROSE VINCENZINA MRS
HA2-9684
29 WILLIAMS LEONARD D HA2-4975
33 WILMONT JOSEPHINE MRS
35 OSTUNI FRANK HA2-2560
37 TRYTEK ELIZ M GR1-6358
39 TALARICO EUGENIO 422-9326
43 WELCH MARY M 471-1245
45 PASSAFIUME ANNA 422-4658
47 FIDLER CLARA M HA2-1658
49 MANEU MURIEL M 471-1770
STREET CONTINUED
317 ZIPPER REPAIR SERVICE GR1-2937
319 UNION MANUFACTURING & GAUGE CO
VALVE MFRS HA2-2651
SYRALL MANUFACTURING CO INC
INCINERATOR MFRS 471-4934

36

---PEARL ENDS
321 APPLEBY T H & CO INC AUTO SUPS
HA2-4718
323 APARTMENTS
20 SILVIO PETER
22 MIZGAGA FLORENCE M
28 LA GROW JAMES F

West Genesee begins
101 Daw Drug Co Inc (br) GR1-7706
102 Syracuse Savings Bank GR4-7581
105 Busy Bee The variety store GR1-8189
James begins
108 USO of Central N Y Inc The HA2-7653
114 Warehouse Outlet furn GR4-2411
117 Vacant
119-21 Vacant store
127 Fishman M H Co 5¢ to $1.00 Store HA2-9931
128 Vacant
130 Weston's Cut Price Drugs HA2-1916
Weston E L Realty Co Inc HA2-1916
132 Thing's Shoe Stores
133 Roger's Shoe Store HA2-9479
136 Under Constn
138 Fay's Credit Clothing Co HA2-3914
139 Wrights Fit-Rite men's clo GR4-4209
140-50 Roy Furniture Co Inc GR4-2411
150 (Building Entrance)
Rooms:
1 Vacant
3 Link Raymond S coml artist GR1-0447
4 Home Window Cleaning Co HA2-1038
5 Contract Window Cleaning Co GR1-3635
Street continued
152 Siegelman's Liquor Store HA2-1016
East Willow begins
West Willow begins
200 Besdin Furniture Co Inc HA2-5231
201 Marcy's Army & Navy Store men's clo HA2-6590
205 Zimmerman's Home Furnishers & Jwlrs Inc HA2-3355
206 Noah's Ark Auto Accessories Inc HA2-3778
209 Danial John shoes
211 Colonial Jewelry Co HA2-0893
212 Poodle's & Jim's Restaurant GR1-9368
213 DeCillis Wm S GR1-8632
Vacant
215 Syr Uniform Co GR1-3650
Main St Gymnasium
216 Roberts Furniture Co Inc HA2-7949
217 Frank's Jewelry HA2-3616
218 No return

Main St Gymnasium
216 Roberts Furniture Co Inc HA2-7949
217 Frank's Jewelry HA2-3616
218 No return
219 Vacant
Vacant
221-31 Markson Bros Inc furn GR4-4831
224 Midtown Theatre GR1-8021
Morris Benj lwyr GR1-8021
226 Storage
230 Holiday Restaurant The GR1-9010
232 Vacant store
235 Syracuse Fabric Corner The dry gds GR1-3671
Herald pl begins
240 Markson Bros Inc furn annex GR4-4831
242 Raymours Furniture Co Inc HA2-4189
246 Lusty's Delux Sandwich Shoppe GR1-9882
253-59 Goldberg M & Sons Syr Inc furn GR1-4136
261 Ribyat Bros men's clo GR9-9695
263 Goldberg M & Sons Syr Inc (show rms)
265 Goldberg M & Sons Syr Inc (stge)
269 Salina Discount men's clo
271 Vacant
NYCRR bridge
East Belden av begins
West Belden av begins
Oswego blvd intersects
315 Apartments
25 Kraft Russell H HA2-3017
27 Thelen Carl E
29 Williams Leonard O HA2-4965
35 Ostuni Frank HA2-2560
36
37 Trytek Eliz M GR1-6358
39 Carbone Michl V jr HA2-3217
43 Rieder Anneliese HA2-7330
45 Samar Jas A GR1-8431
47 Fidler Clara M HA2-1568
49 Husted Robt H

begins
101△Daw Drug Co Inc
102△Syracuse Savings Bank
105△Busy Bee The variety store
James st begins
108△USO of Syracuse & Onondaga County Inc The
113 Triangle Shoe Store
114△Warehouse Outlet furn
117△Lynn's women's apparel
121△P&C Food Markets
125 Vacant
127△Fishman M H Co 5¢ to $1.00 store
128△Rochester Self Service Shoe Store
130△Weston's Drug Store
△Mayer Alf A signs
132△Things Shoe Stores
133△Roger's Shoe Store
136△Schiff's Shoe Market
138△Fay's Credit Clothing Co men's cloth-ing
139△Fit-Rite Outfitters Inc
△Wrights Fit-Rite Inc (Fit-Rite Out-fitters Inc)
140△Roy Furniture Co Inc
148 Storage
150 (Building entrance)
Rooms;
1△Hier Fredk P Est real est
3△Link Raymond S coml artist
4△Home Window Cleaning

artist
4△Home Window Cleaning Co
5△Contract Window Cleaning Co
152△Siegelman M Co liquors
East Willow st begins
West Willow st begins
200△Besdin Furniture Co Inc
201△Marcy's Army & Navy Store
205△Zimmermans Home Furnishers & Jewelers Inc
206△Noah's Ark Auto Accessories Inc
209 Danial John shoes
210 Vacant 2
Vacant 3
211△Colonial Jewelry Co
Chandler Athalia Mrs 2
Vacant 3
212 Poodle's & Jim's Restaurant
215 Block Jacob S men's furnishings
△Main St Gymnasium
216△Roberts Furniture Co Inc
217△Frank's Jewelry
218△Kieffer Bros Inc furn ®
219 Green Howard K 2
Pickett Floyd C 3
224△Midtown Theatre
225△Markson Bros Inc furn
226△Corey's Luncheonette



West Genesee st begins
101-121 Atlantic Building
101 Daw Drug Co Inc
102 Syracuse Savings Bank
105 Busy Bee The variety store
James st begins
108 N Y S Div of Veterans Affairs
Onondaga County Veterans Service Agency
113 Triangle Shoe Store
114 Warehouse Outlet furn
117 Lynn's wn's apparel
120 Vacant
121 P & C Food Market
124 Vacant
125 Vacant
127 Fishman M H Co 5c to $1.00 store
128 Rochester Sample Shoe Store
130 Weston's Drug Store
Mayer Alf A signs
132 Things Shoe Stores
133 Roger's Shoe Store
136 Schiffs Shoe Market
138 Fay's Credit Clothing Co men's clothing
139 Fit-Rite Outfitters Inc
140 Roy Furniture Co Inc
146 Vacant
148 Storage
150 (Building entrance)
rm 1 Hier Fredk P Est real est
3 Link Raymond S coml artist
4 Home Window Cleaning Co
5 Luce Freeman A wood novelties
152 Siegelman M Co liquors
East Willow st begins
West Willow st begins
200 Resdin Furniture Co Inc
201 Marey's Army & Navy Store
205 Zimmermans Home Furnishers & Jewelers Inc
206 Noah's Ark Auto Accessories Inc
209 Joe's Pants Shop men's pants
210 Rapoport Saml N men's whol furnishings h—2
Sure Rest Knitwear Co
Cook Fred W—2
Montour Alex—3



206 Noah's Ark Auto Accessories Inc
209 Joe's Pants Shop men's pants
210 Rapoport Saml N men's whol furnishings h—2
Sure Rest Knitwear Co
Cook Fred W—2
Montour Alex—3
211 Colonial Jewelry Co
Kinne Elleo Mrs—2
212 Cooper E A Wall Paper Co
215 Block Jacob S men's furnishings
Dell's Johnny Gymnasium
216 Roberts Furniture Co Inc
217 Frank's Jewelry
218 Kieffer Bros Inc furn
219 Green Howard K—2
Pickett Floyd C—3
224 Midtown Theatre
Burns Earll T food broker
Distinctive Theatres Corp
225 Markson Bros Inc furn
226 Merchants Sandwich Shop
230 Derby Restaurant The
232 Vacant
239 Vacant
Herald pl begins
240 Markson's Annex furn
242 Raymours Furniture Co
246 Surplus Army & Navy Store
248 Weiss Jerome optom
250 Diamond Jewelry Co The
257 Goldberg M & Sons Syracuse Inc furn dlrs
261 Ribyat Bros clothing
263 Storage—2,3,4
265 Vacant
266 Mary Anne Snack Bar
268 Paparo Michl barber
269 Kaplan Louis men's furn
270 Robbino Danl G dentist
272 Spence Dry Cleaners
NYCRR bridge
East Belden av begins

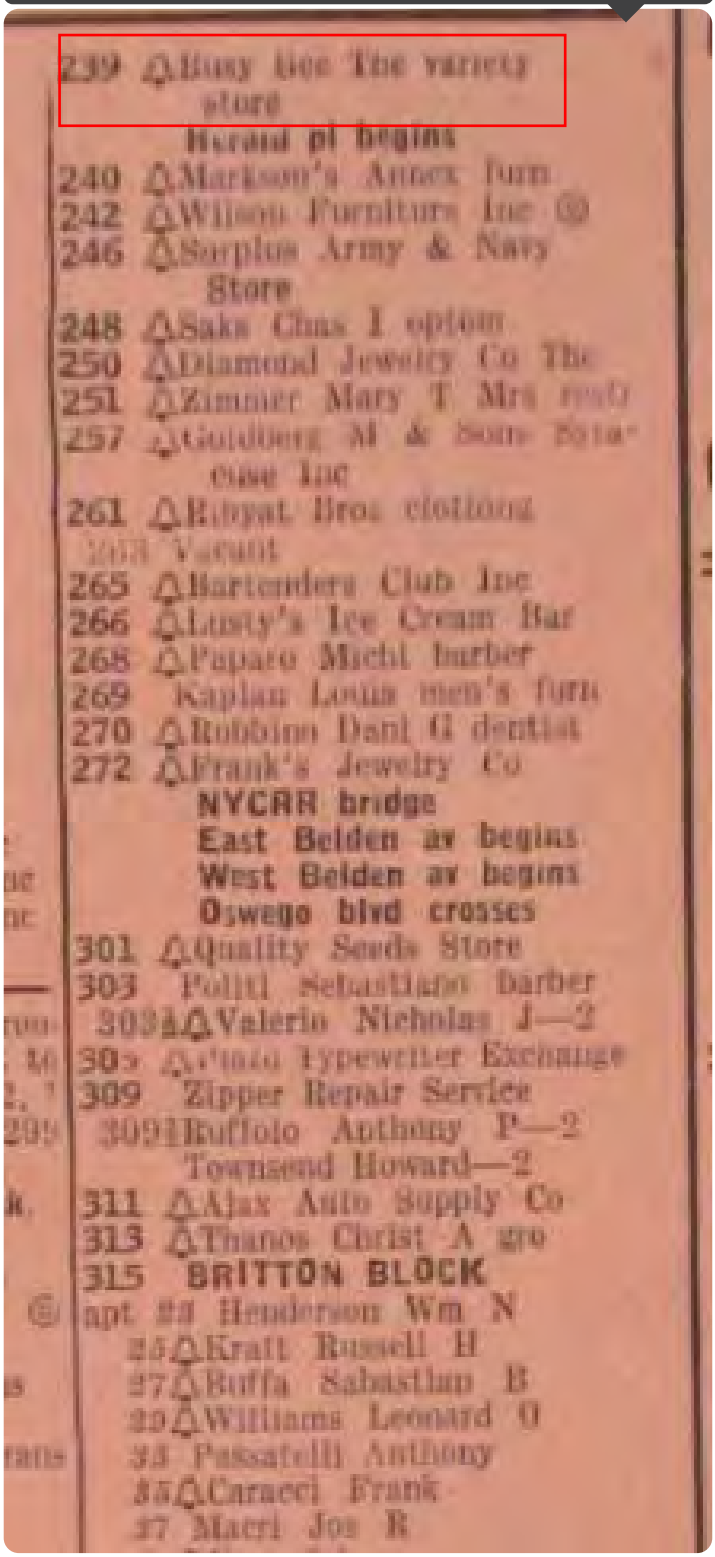


NORTH SALINA STREET from
Erie blvd east, north and west to
East Hiawatha blvd wds 9, 3, 2,
Map J 9, G 7, Zone 2 to 299
Zone 3 to 499, Zone 8 to end
Buc ernut bus to 500 block
Wolf bus to end
West Genesee st begins
102 Syracuse Savings Bank
James st begins
108 N Y S Div of Veterans Affairs
Onondaga County Veterans Service Agency
114 Warehouse Outlet furn
120 Gregory's Milk Bar
124 Jacobs Men's Wear
125 Vacant
128 Rochester Sample Shoe Store
128 Vacant
130 Weston's Drug Store
Mayer Alf A signs
132 Things Shoe Stores
135 Roger's Shoe Store
136 Schiffs Shoe Market
138 Fay's Credit Clothing Co men's clothing
139 Fit-Rite Outfitters Inc
140 Roy Furniture Co Inc
146 Endicott Johnson Corp shoes
148 Storage
150 (Building entrance)
rm 1 Hier Fredk P Est real est
3 Link Raymond S coml artist
4 Home Window Cleaning Co
5 Luce Freeman A wood novelties
152 Siegelman M Co liquors
East Willow st begins
West Willow st begins
200 Beedin Furniture Co Inc
201 Marcy's Army & Navy Store
205 Zimmermans Home Furnishers & Jewelers Inc
206 Noah's Ark auto accessories
209 Joe's Pants Shop men's pants
210 Altec Service Corp theatre sound service
Litcher John F—2
Brown Geo A—3
211 Colonial Jewelry Co
Murray Lillian M Mrs—2
Koslowski John—3
212 Cooper E A Wall Paper Co
215 Block Jacob S men's furnishings
216 Roberts Furniture Co
217 Odd Pants Store
218 Easy Washing Machine Store
Griffer Bros Inc furn
219 Pickett Floyd C—3
224 Midtown Theatre
Air Conditioning Co of Syracuse
225 Markson Bros Inc furn
226 Swan Candy Shop
230 Derby Restaurant The
232 Mohican Co gms and mnfrs
233 Jordan Chas L & Sons paper box mfrs



201 Marcy's Army & Navy Store
205 Zimmermans Home Furnishers & Jewelers Inc
206 Noah's Ark auto accessories
209 Joe's Pants Shop men's pants
210 Altec Service Corp theatre sound service
Litcher John F—2
Brown Geo A—3
211 Colonial Jewelry Co
Murray Lillian M Mrs—2
Koslowski John—3
212 Cooper E A Wall Paper Co
215 Block Jacob S men's furnishings
216 Roberts Furniture Co
217 Odd Pants Store
218 Easy Washing Machine Store
Griffer Bros Inc furn
219 Pickett Floyd C—3
224 Midtown Theatre
Air Conditioning Co of Syracuse
225 Markson Bros Inc furn
226 Swan Candy Shop
230 Derby Restaurant The
232 Mohican Co gms and mnfrs
233 Jordan Chas L & Sons paper box mfrs

1949 N SALINA ST - C
SOURCE: POLK`S



239 Busy Bee The variety store
Herald pl begins
240 Markson's Annex furn
242 Wilson Furniture Inc
246 Surplus Army & Navy Store
248 Saks Chas I optom
250 Diamond Jewelry Co The
251 Zimmer Mary T Mrs rmdr
257 Goldberg M & Son Potatoes Inc
261 Ribyat Bros clothing
263 Vacant
265 Bartenders Club Inc
266 Lusty's Ice Cream Bar
268 Paparo Michl barber
269 Kaplan Louis men's furn
270 Robbins Danl G dentist
272 Frank's Jewelry Co
NYCRR bridge
East Belden av begins
West Belden av begins
Oswego blvd crosses
301 Quality Seeds Store
303 Politi Sebastiano barber
303½ Valerio Nicholas J—2
305 Otto Typewriter Exchange
309 Zipper Repair Service
309½ Ruffolo Anthony P—2
Townsend Howard—2
311 Ajax Auto Supply Co
313 Thanos Christ A gro
315 BRITTON BLOCK
apt #3 Henderson Wm N
25 Kratt Russell H
27 Ruffa Sabastian B
29 Williams Leonard O
33 Passatelli Anthony
35 Caracci Frank
37 Macri Jos R

1945 N SALINA ST - A
SOURCE: POLK`S



West Genesee st begins
102 Syracuse Savings Bank
James st begins
108 Federal Deposit Insurance Corp
114 Warehouse Outlet furn
120 Gregory's Milk Bar
124 Rochester Sample Shoe Store
125 Vacant
126 Vacant
128 Block's Cut Rate Store mens furngs
130 Weston's Drug Store
Mayer Alf A signs
132 Things Shoe Stores Co
135 Roger's Shoe Store
136 Schiffs Shoe Market
138 Fay's Credit Clothing Co men's clothing
139 Fit-Rite Outfitters Inc
140 Roy Furniture Co Inc
146 Endicott Johnson Corp shoes
148 Storage
150 (Building entrance)
1 Hier Fredk P Est real est
3 Calabrian Club
152 Siegelman M Co liquors
East Willow st begins
West Willow st begins
200 Vacant
201 Odd Pants Store
203 Harke Albert A barber
205 Zimmerman's Home Furniture Dealers
206 Noah's Ark auto accessories
207½ Vacant store
Vacant—3
209 Erlich Elsie Mrs men's furnishings
210 Altec Service Corp theatre sound service
211 Colonial Jewelry Co
211½ Vacant—2

1945 N SALINA ST - B
SOURCE: POLK`S

211 Colonial Jewelry Co
211½ Vacant—2
Vacant—3
212 Cooper E A Wall Paper Co
215 Block Jacob S men's furnishings
216 Schillinger Stove Co Inc
217 Kaplan Louis men's furnishings
218 Easy Wasing Machine Store
218-220 Kieffer Bros Inc furn
219 Riley Chas—2
Pickett Floyd C—3
221 Markson Bros Inc furn
224 Happy Hour Theatre
226 Swan Candy Shop
230 Superior Restaurant
232 Mohican Co gros and meats
233 Jordan Chas L & Sons paper box mfrs
239 Busy Bee The
Herald pl begins
240 Markson's Annex furn
242 Wilson Furniture Co Inc ◎
246 Marcy's men's furngs
248 Saks Chas I optom
250 Vangel Saml cigars
251 Timbello Mary A Mrs restr
257 Goldberg M & Sons furn
261 Ribyat Bros clothing
263 Vacant
265 Bartenders Club Inc
266 Lostumbo Jos fruit
NYCRR bridge
268 Paparo Michl barber
270 Robbino Danl G dentist
272 Frank Jewelry Co
274 Vacant
East Belden av begins
West Belden av begins
Oswego blvd crosses
301 Quality Seed Store
303 Politi Sebastiano barber
303½ Vacant—2
305 Herzog Nathan zipper rpr

1941 N SALINA ST - A
SOURCE: POLK`S

Butternut bus to 500 block, Wolf bus to end
West Genesee st begins
101 United Cigar Stores Inc
102 Syracuse Savings Bank
James st begins
108 Federal Deposit & Insurance Corp
111 Weston Edmund L druggist
113 Lemp M Estate jwlrs and opticians
114 Warehouse Outlet furn
115 Thing's Shoe Stores Inc
117 Empire Market
120 Gregory's Milk Bar
121 Wise Dresses Inc
123 Fishman M H Co Inc five cents to a dollar store
124 Rochester Sample Shoe Store
125 Vacant
126 Vacant
128 Vacant
129 Woolworth F W Co five and ten cent store
130 Electric Lunch
Ferguson Morris I signs
132 Block's Cut Rate Store men's furngs
133 Same as 139 do
135 Cannon's Shoe Store
136 Acme Quality Paint Store
138 Fay's Credit Clothing Co men's clothing
139 Fit-Rite Outfitters Inc
140 Roy Furniture Co Inc
146 Endicott Johnson Corp shoes
148 Storage
150 (Building entrance)
rm 1 Hier Fredk P Est real est
Ryan Mildred H Mrs trustee
" 3 Hier Robt K comi artist
" 5 Arns Jacob J tailor
152 Siegelman M Co liquors
East Willow st begins
West Willow st begins
200 Hub Furniture Co
201 Davidson's Jwlrs
203 Harke Albert A barber

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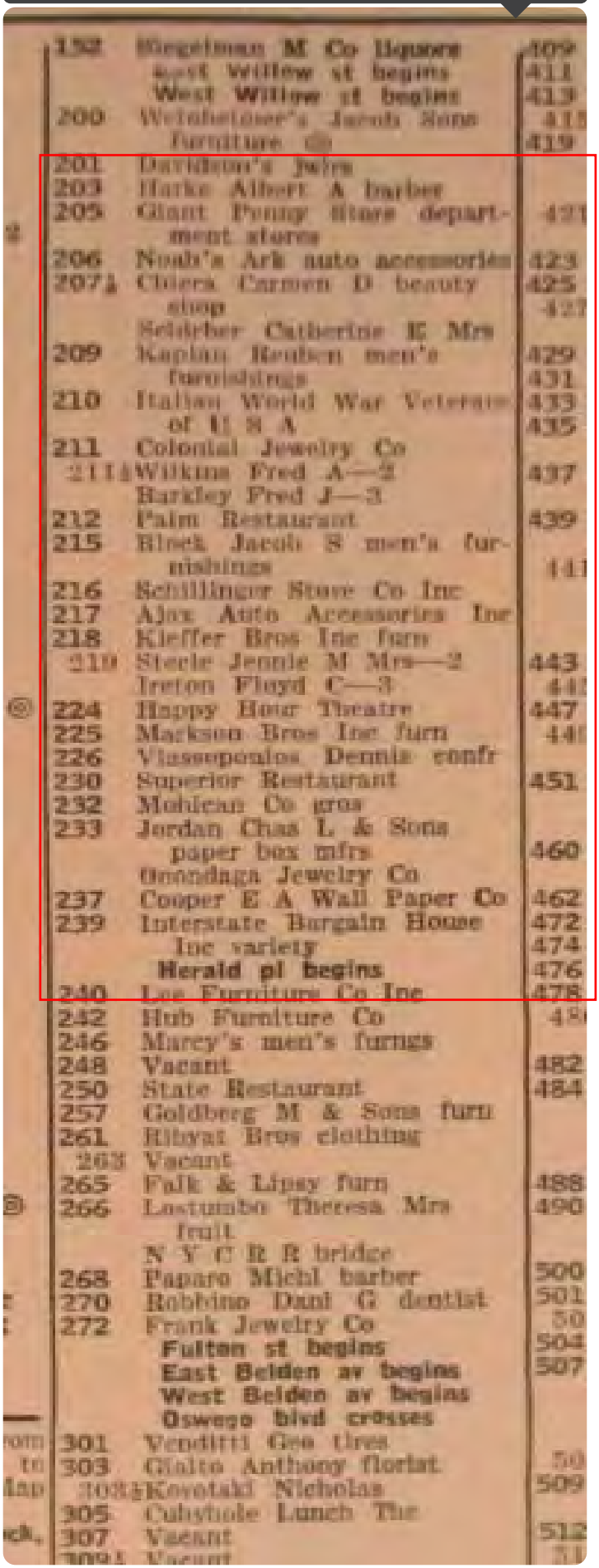
1941 *SOURCE: POLK`S* — **N SALINA ST - C**

205 Vacant
206 Noah's Ark auto accessories
207½ Vacant store
Cornell Mat F—3
209 Kaplan Louis men's furnishings
210 Italian World War Veterans of U S A
211 Colonial Jewelry Co
211½ Wilkins Fred A—2
Vacant—3
212 Phil's Grill restr
215 Block Jacob S men's furnishings
Bartender's Union Local 78, AF of L
216 Schillinger Stove Co Inc
217 Zimmerman's Home Furnishers and Jewelers
218 Kieffer Bros Inc furn
219 Steele Jennie M Mrs—2
Pickett Floyd C—3
221 Markson Bros Inc furn
224 Happy Hour Theatre
226 Vlassopoulos Dennis confr
230 Superior Restaurant
232 Mohican Co gros
233 Jordan Chas L & Sons paper box mfrs
Cooper E A Wall Paper Co
239 Interstate Bargain House Inc variety
Herald pl begins
240 Markson's Annex furn
242 Schiff's Super Shoe Market
246 Marcy's men's furngs
248 Saks Chas I optom
250 Ruffos Elias restr
251 Timbello Marie A Mrs restr
257 Goldberg M & Sons furn
261 Ribyat Bros clothing
263 Vacant
265 Falk & Lipsy furn
266 Lostumbo Jos fruit
NYCRR bridge
268 Paparo Michl barber
270 Robbins Danl G dentist
272 Frank Jewelry Co
274 Vacant
East Belden av begins
West Belden av begins
Oswego blvd crosses
301 Venditti Geo tires
303 Politi Sebastiano barber
303½ Vacant
305 Vacant
307 Vacant
309 Vacant
[illegible] Candido Anthony J—2

1938 *SOURCE: POLK`S* — **N SALINA ST - A**

New Court av begins

NORTH SALINA STREET from Erie blvd east, north and west to Oswego blvd wds 9, 3, 2, 1 Map J 9, G 7
Butternut car to 500 block, Wolf car to end
West Genesee st begins
101 United Cigar Stores Inc
102 Syracuse Savings Bank
James st begins
108 First Trust & Deposit Co
111 Weston Edmund L druggist
113 Lemp M Estate jwlrs
114 Penny Profit Stores dry goods
115 Thing's Shoe Stores Inc
117 Empire Market
118 Kassel Herman men's clothing
120 American Stores Co Inc grocers
121 Wise Dresses Inc
123 Fishman M H Co Inc dept store
124 Vacant
125 Vacant
126 Vacant
128 Vacant
129 Woolworth F W Co variety
130 Electric Lunch
Ferguson Morris I signs
132 Block's Cut Rate Store men's furngs
133 Same as 139 do
135 O'Neil Shoe Store
136 Acme Quality Paint Store
138 Fay's Credit Clothing Co men's clothing
139 Fit-Rite Outfitters Inc
140 Roy Furniture Co Inc
141 Hotel Gafney
146 Endicott Johnson Corp shoes
148 Storage
150 (Building entrance)
[illegible] Iller Fredk P real est
[illegible] Arms Jacob J tailor



152 Siegelman M Co liquors
West Willow st begins
West Willow st begins
200 Wetzhetzer's Jacob Sons furniture
201 Davidson's jwlrs
203 Harke Albert A barber
205 Giant Penny store department stores
206 Noah's Ark auto accessories
207½ Chiera Carmen D beauty shop
Schirber Catherine E Mrs
209 Kaplan Reuben men's furnishings
210 Italian World War Veterans of U S A
211 Colonial Jewelry Co
211½ Wilkins Fred A—2
Barkley Fred J—3
212 Palm Restaurant
215 Block Jacob S men's furnishings
216 Schillinger Store Co Inc
217 Ajax Auto Accessories Inc
218 Kieffer Bros Inc furn
219 Steele Jennie M Mrs—2
Ireton Floyd C—3
224 Happy Hour Theatre
225 Markson Bros Inc furn
226 Vlassopoulos Dennis confr
230 Superior Restaurant
232 Mohican Co groc
233 Jordan Chas L & Sons paper box mfrs
Onondaga Jewelry Co
237 Cooper E A Wall Paper Co
239 Interstate Bargain House Inc variety
Herald pl begins
240 Lee Furniture Co Inc
242 Hub Furniture Co
246 Marcy's men's furngs
248 Vacant
250 State Restaurant
257 Goldberg M & Sons furn
261 Ribyat Bros clothing
263 Vacant
265 Falk & Lipsy furn
266 Lastumbo Theresa Mrs fruit
N Y C R R bridge
268 Paparo Michl barber
270 Robbino Dani G dentist
272 Frank Jewelry Co
Fulton st begins
East Belden av begins
West Belden av begins
Oswego blvd crosses
301 Venditti Geo tires
303 Gialto Anthony florist
303½ Kovotaki Nicholas
305 Cubytiole Lunch The
307 Vacant
309½ Vacant

---End of Report---

FIRE INSURANCE MAP RESEARCH RESULTS

Date: 2016-12-02

Order Number:20161130088

101-239 And 214 N Salina St, Syracuse, NY, 13202

Listed below, please find the results of our search for historic fire insurance maps from our in-house collection, performed in conjunction with your ERIS report.

State	City	Date	Volume	Sheet(s)
New York	Syracuse	1892	1	18,19
New York	Syracuse	1892	2	112,113
New York	Syracuse	1910	1	1-1
New York	Syracuse	1911	2	152-1
New York	Syracuse	1911	3	314-1,315-1
New York	Syracuse	1950	3	314-1,315-1
New York	Syracuse	1951	1	1-1
New York	Syracuse	1951	2	152-1
New York	Syracuse	1953	1a	1A,28A,56A,57A
New York	Syracuse	1961	1a	1A,28A,56A,57A
New York	Syracuse	1968	1a	1A,28A,56A,57A
New York	Syracuse	1971	1a	1A,28A,56A,57A
New York	Syracuse	1990	1a	1A,28A,56A,57A

Individual Fire Insurance Maps for the subject property and/or adjacent sites are included with the ERIS environmental database report to be used for research purposes only and cannot be resold for any other commercial uses other than for use in a Phase I environmental assessment.

Address: 38 Lesmill Road Unit 2, Toronto, ON M3B 2T5
Phone: 416-510-5204 Fax: 416-510-5133
info@erisinfo.com www.erisinfo.com

Subject property outlined in red
(all boundaries are approximate)

18
SYRACUSE, N.Y.

N. FRANKLIN.
W. GENESEE
N. CLINTON
N. SALINA.
CLINTON SQUARE.
SEE VOLUME TWO
Tow Path
ERIE CANAL.
IRON BRIDGE.
IRON DRAW BRIDGE.
8" W.P.
No 17.
No 19.
92
Galvanized Cornice. 11" iron clad.
W. Ho.
Mill 3d
Ins. 3d
Perfection Oil Tank Co's Off.
C. E. CROUSE WHOLESALE GRO.
Commission
HUDSON BROS. WHO. GRO.
Baled Hay
Tobacco Cutting Cigar Fac. 4th
Stoves & Tinw. Rubber Stamp Works 3d
O. V. TRACY
COFFEE & SPICE MILL.
FIRE BUCKETS.
W. WATER
S. FRANKLIN
S. CLINTON
S. SALINA
E. WATER.
W. WASHINGTON
W. FAYETTE
E. FAYETTE
SEE SHEET
99
Cloth. Manuf'y Cutting 2d Sewing 5th
W. S. PECK BRO. & CO. CLOTHING FAC. Cutting 2d Storage 3d 4.5. 6th
Who. Gro.
Who. Paper.
Who. Hardware.
Milly Dye Works.
SMITH'S STEAM DYE WORKS
C. N. CROUSE & CO. WHO. GRO.
Hardw.
Pipe Fitting
Yard.
Livery.
Cafe.
Ladies Ent.
Drugs
Hotel Off.
Billiard Table Rooms above.
Who. Furnishing Goods & Straw Hats.
Clothing Fac. Electric Cutting.
CONGRESS HALL HOTEL
KLINE BLOCK.
100
WIETING BLOCK.
Night watchman. Am. watch clock. 15 stations.
Wieting Opera Ho.
Elec. Printg 6th
Queenswire
Lodge Room.
Gold & Silver Plating
Hub Cafe.
Photo. 3d
Photo. 3d 4th
Gun Shop
Tailor Shop 4th
WIETING BLOCK.
LYNCH-EVERSON BLDG
99
NEW SYRACUSE HOTEL
KIMBALL HO.
Hardw. W. Ho.
Who. Dry Goods. Hardware.
MANSION HO.
SENECA HOTEL.
Yard
Pawn Broker
Machinery Steel Supplies W. Ho.
106
LIVERY.
CITY STEAM.
Who. Drugs. Laboratory 2d
DOWNER BLD'G
THE GLOBE HOTEL.
M. S. PRICE.
Dry Goods.
Carpet Sewing 4th
Dress Making 2nd
5th Clo. Mfg. Elec. Cutting 1st
Lunch Room 4th
107
Office Above. Star Clothing.
ANDREWS BLD'G
THE KIRK BLOCK.
HEAT: STEAM. ALL CEILINGS BR. ARCHED BETWEEN IRON JOIST SPACED 4' FROM CENTRE. IRON STAIRWAYS. 2 V.P.'S 1" HOSE. TO BE PUT IN ER. FLOOR. OPEN'GS INTO HALLWAY HAVE IRON DOORS.
VANDERBILT SQUARE.
SEE SHEET
No 29.
Scale of Feet.
50 40 30 20 10 0 50 100 150

1892

19
SYRACUSE, N.Y.

See Volume Two.

N

W E

S

Tow Path

Erie Canal

Canal Basin

Bridge

Elevated Tow Path

Bridge

Iron Draw Bridge

Iron Bridge

93

94

95

Storage Seeds Hardw. 2.3.4

Hardw.

Grv.

Grain & Feed Hay 1st

Atlas Mills Flour W. Ho.

Whols. Gro. Ware House

Police Patrol #2

Weigh Lock

ONONDAGA CO. SAVINGS BANK

N. 18°

N. 20°

HANOVER SQ.

E. WATER

4" W. Pipe

6" W. Pipe

16" W. Pipe

SYRACUSE HOUSE

SYRACUSE HO. BL'K

BLOCK

101

Queens

Billiards 2d

Book Bindery

Jewelry 2d

Drugs

Club Rms

Heated by City Steam

LARNED BLOCK

MONROE BL'K

LARNED BL'K

S. SALINA

Ruins Being Removed

103

Truck No 1.

Eng. Ho. No 1

E. GENESEE

GRANGER BLOCK

102

(City Steam)

MONTGOMERY

CITY HALL

SHEET

W. WASHINGTON ST.

VANDERBILT SQ.

E. WASHINGTON

WHITE MEMORIAL BUILD'G

UNIVERSITY BL'K

108

Bank 2d

City Steam

Dry Goods

D. McCARTHY & CO.

Furnishings

Photo. 3d

Stationery

Books

Drugs

Rooks Printg 2d Bind'g 3d Storage Bas.

Drug W. Ho.

Bank 2d

Offs. abv. 2d

Fire Proof Bldg

Post Office 1st

Vaults Bas

GOVERNMENT BL'DG

S. WARREN

NOTTINGHAM

COOK BLD'G

109

HOUSE

Dining Rm 1st

Kitchen 2d

Laundry 1st

Kitchen 2d

Hotel & Livery

Livery Office

Laundry 2d

Dining Rm 2d

Office

Steam

THE YATES

Hotel Office

Dining Rm

Laundry Bas.

Ice Mach. Bas.

2 Dynamos

2 or 3 vert pipes to be put on each fl. to be opened Oct. 1st 1892

Nearing completion

HOTEL CANDEE

E. FAYETTE

SEE SHEET

No. 30.

Scale of Feet.

50 40 30 20 10 0 50 100 150

1892

SEE SHEET No 171.

W. BELDEN AVE.

112

SYRACUSE, N.Y.

8

313 311 327 319 315 311 309 307 310½ 310 306 304 302 300 Driscoll Pl.

66'

West Shore R. R.

SEE SHEET No 127.

PB

Shed

210 208 206 204

GREGORY BLOCK.

301 303 305 307 309 311 313

67

314 310½ 310 308 229 227 225 223 221 219 217 215 213 211 209 207 205 203 201 724 720 716 110-108-106 102

Paper Box Fac. 2&3d

Shirt Fac.

Flour & Grain W. Ho.

AMOS HOTEL

Sal.

99'

NOXON

4" W. Pipe

66'

99'

YOUNG & LARRABEE. BAKERY & CONFEC.

NIGHT WATCHMAN, LIGHTS, ELEC. NO CLOCK
HEAT, STEAM, MFRS AUTOM. SPRINKLERS
THROUGHOUT CONNECTED TO 3000 GAL.
TANK ON RF & CITY WATER & F. PUMP

125 123 121 119 103

Shipping Rm 2d

Office 1st 12.5h.

Dough Mixing & W. Rms 2d Packing 3d Candy Fac 4th

Cigar Fac.

Engine Rm 2d

Dynamo Eqs.

Ovens

Bank Off. N.Y. State Salt Springs

Horse & Wagon Sheds 220½

Paint'g 1st D. 2d

Paints & Oils

Carriage Ho.

Zahn's Ho.

Sal.

Private Alley

KOTT BLK.

227 225 223 221 219 217 215 213 211 209 207 205 203 201

220 216 212 206-4-2

99

6" W. Pipe

No 111.

N

W E

S

Rome, Watertown & Ogdensburg R.R.

N. FRANKLIN

N. CLINTON

N. SALINA

No 113.

4" W. Pipe

223-21-219 217 215 213 207 205 203

Young & Larrabee

Flats

Veterinary

Wagon Shed

Shed

Vac. Carptr

77

314 The Henderson 312 310 308 306 304 302 300

66'

SEE SHEET

W. WILLOW

96

99

55'

F.A. Box

99'

317 309 307 305

1ST UNIVERSALIST CHURCH

Steam Furnaces 25' To Eaves.

Flats

Mach. Shop

Pattern Rooms

Blacksmith

Livery

Wagon Shed

80

1ST BAPTIST CHURCH

Steam Furnaces 25' To Eaves.

Tin Shop

Hardw. & Tinw.

Wood Wk.

Bl. Sm.

242 240 238 236 216 214 212-10-8-206-2-200

W. GENESEE

4" W. Pipe

SEE

N. FRANKLIN

Office

Drugs

Restaurant

Tenements

Boarding Ho.

Canal

Wagon Sheds

Harn'ss Paints & Oils

Driveway

Office

Coal Ho.

Sand Filling

CLINTON BLOCK

GENESEE HO.

Carriage Repos.

Table Exc. 1st

Billiards

Bldg. 1st

Offices

Ware Ho.

87

243 241 239 237 235 233 231 229 227 225 223 221 219 217 215 213 211 209 207 205 203 201

110 108 106 104 102 100 103 101

Tow Path

Canal

Erie

66'

55'

100'

99'

"Fire Proof Construction" County Clerk's Off. 1st "Grand Jury Rms 3d

Superior Court & County Offices

ONONDAGA CO. COURT HO.

81

Hotel Off.

Bakery

Wagon Shed

ONONDAGA

Dance Hall

Kitchen

Laundry 3d

Yard

Area

Dining Rm

Hotel Off. 2d

Parlor 2d

Business Coll. 4th

Babcock Extinguishers

116 114 112 110 108 106 104 102 100

HOTEL SENECA

SEE

CLINTON SQ.

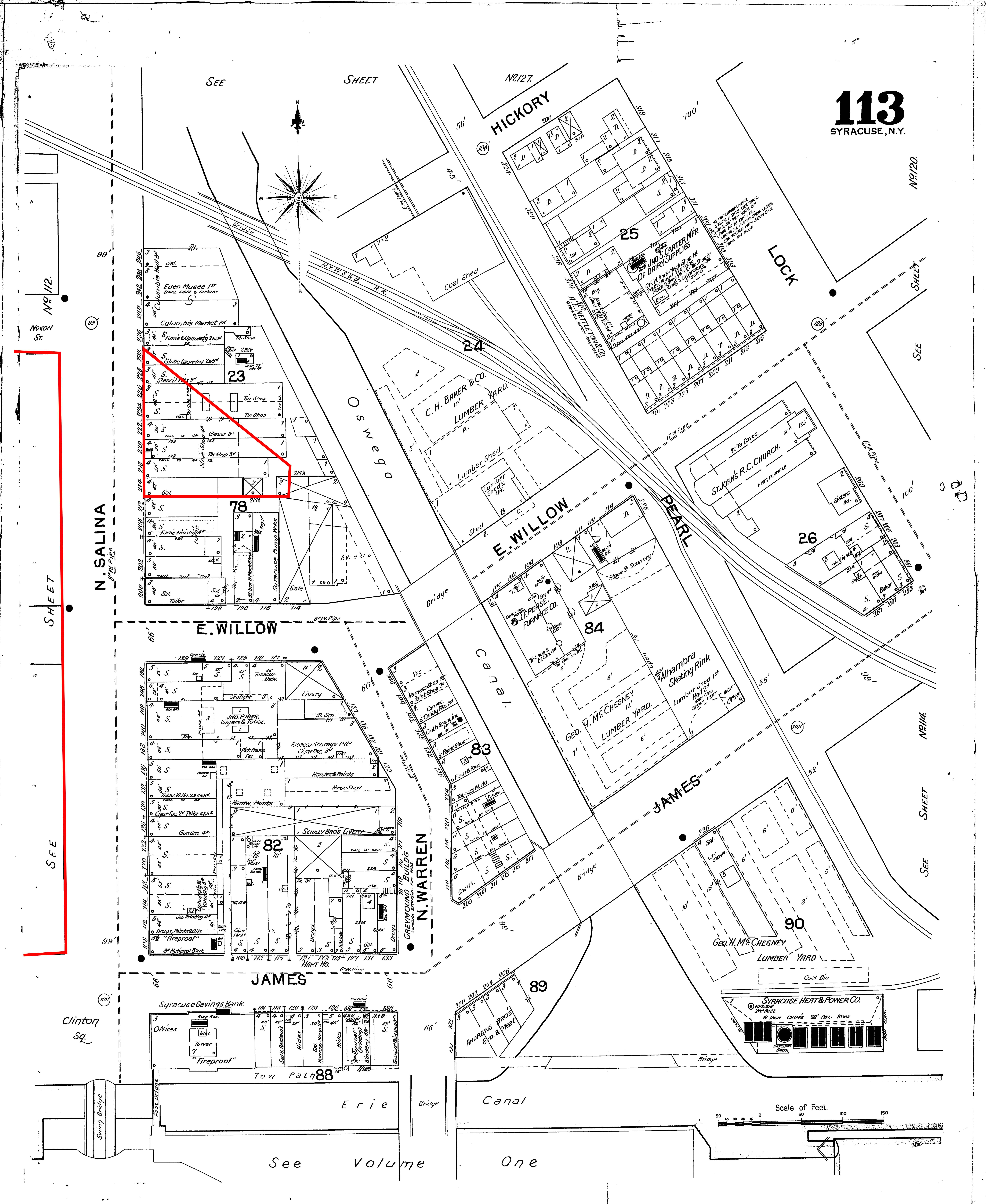
Scale of Feet.

50 40 30 20 10 0 50 100 150

City Weather

Swinging Bridge

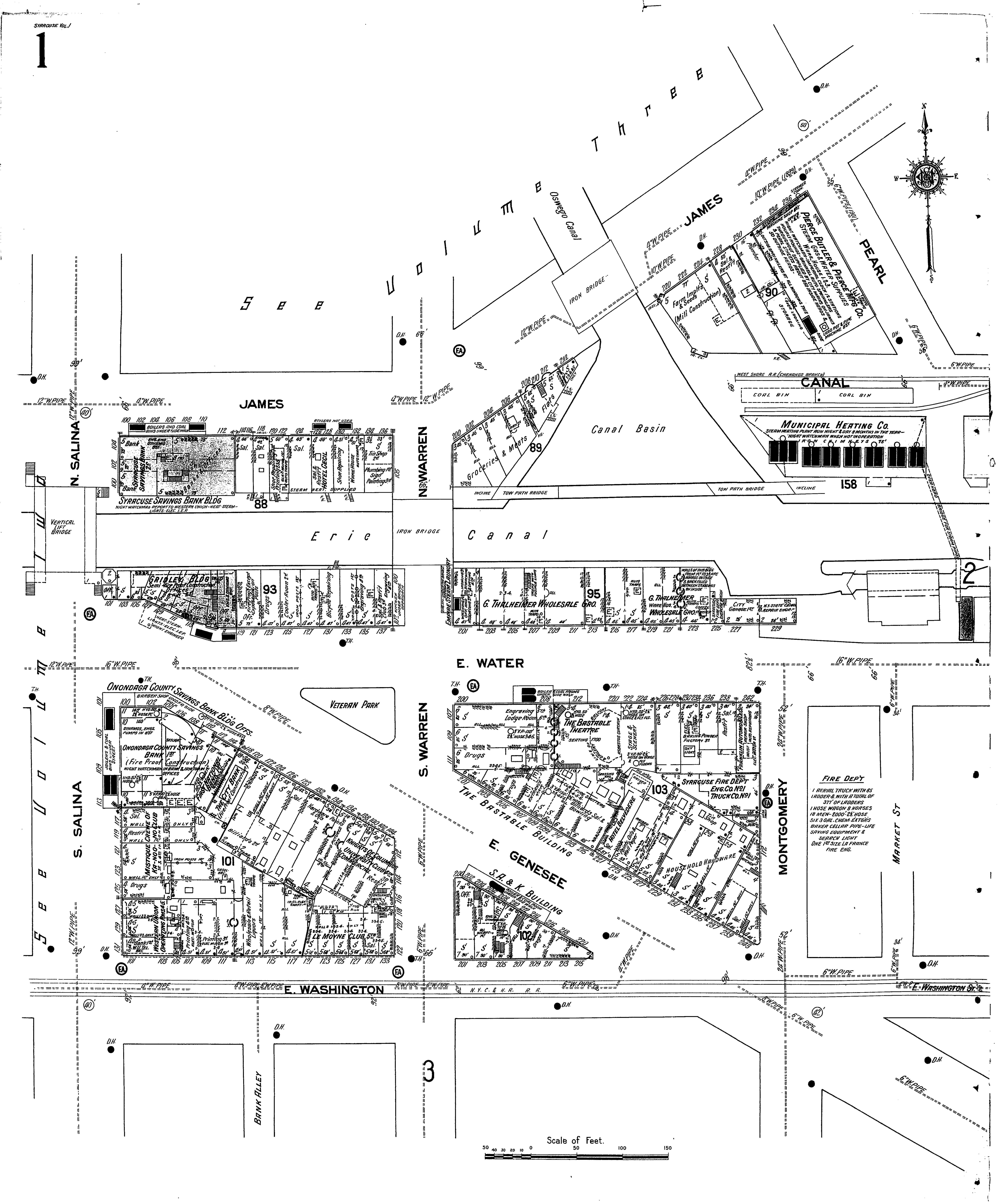
1892


113
SYRACUSE, N.Y.
SEE SHEET No. 127.
No. 120.
No. 112.
No. 114.
SEE SHEET
See Volume One
HICKORY
LOCK
PEARL
N. SALINA
E. WILLOW
JAMES
N. WARREN
NOXON ST.
Clinton Sq.
Oswego Canal.
Erie Canal
Tow Path
Swing Bridge
Foot Bridge
Bridge
N.Y.W.S.& B. R.R.
Elev. Track
Coal Shed
C. H. BAKER & CO. LUMBER YARD.
Lumber Shed
Lumber Shed & Off.
JNO. S. CARTER MFR OF DAIRY SUPPLIES
A. E. NETTLETON & CO.
NO WATCHMAN, HEAT, STEAM, LIGHTS, ELECTRIC & GAS, 50' 2½" HOSE 5th FIRE PAILS EACH FL. GRINNELL AUTOM. SPRINKLERS, CONNECTED WITH 5600 GALL TANK ON ROOF
ST. JOHN'S R.C. CHURCH.
Sisters Ho.
Baker
Columbia Hall 3d
Eden Musee 1st
Columbia Market 1st
Fume & Upholstg 2d & 3d
Globe Laundry 2d & 3d
Stencil Wks 3d
Tin Shop
Glazier 3d
Stove Shop 4th
Furn. Finishg 4th
Syracuse Pump Wks.
Bl. Sm. & Mach. Shop
Sal.
Tailor
J. F. PEASE. FURNACE CO.
Stage & Scenery
The Alhambra Skating Rink
GEO. H. McCHESNEY LUMBER YARD.
Lumber Shed 1st Hall 2d
Tobacco. Dabv.
Livery
JNO. P. HIER. Cigars & Tobac.
Tobacco Storage 1 & 2d Cigar Fac. 3d
Pict. Frame Fac.
Hardw. & Paints
Horse Shed
Tobac. W. Ho. 2.3.4 & 5th
Cigar Fac. 2d Tailor 4 & 5th
Gun Sm. 4th
SCHILLY BROS LIVERY
Upholstg & Varnishg 5th
Job Printing 4th
Drugs, Paints & Oils
"Fireproof"
3d National Bank
Drugs
Barber
HART HO.
GREYMOUND BUILDG
Harness Shop 1st Paint Shop 2d
Confec. Candy Fac. 3d
Cloth Sponging
Paint Shop
Flour & Feed
Tobacco W. Ho.
Syracuse Savings Bank.
Offices
Tower
Sal & Restaurt
Hides
Sal. Harness Shop 2d
"The Journal" (Printing) Bindery 4th
Tin Shop 2d Paint Shop 3d
ANDREWS BROS Gro. & Meat
CITY STEAM.
GEO. H. McCHESNEY LUMBER YARD
Coal Bin
SYRACUSE HEAT & POWER CO.
6 IRON CHIMS 28' ABV. ROOF
HAZELTON BOILER
23
24
25
26
78
82
83
84
88
89
90
Scale of Feet.
50 40 30 20 10 0 50 100 150

1892

SYRACUSE VOL. 1

1



1910

MECHANIC ST.

N. FRANKLIN ST.

W. GENESEE ST.

N. CLINTON ST.

N. SALINA ST.

JAMES ST.

CLINTON SQUARE

See Volume Three

IRON FOOT BRIDGE

IRON CLAD BRIDGE

IRON BRIDGE

Erie Canal

60'

92

IRON CLAD

CORNICE & SHEET METAL WORKS

Wholesale CANDY FACTORY

Wholesale Groceries.

Repair Shop

Printing

Office

242 240 238 236 234 230 228 226 224 222 220 218 216 214 212 210 208 206 204 202 200

D.H.

W. WATER

W. S. PECK & CO. CLOTHING FACTORY

245 243 241 239 237 235 233 231 229 227 223 221 219 217 215 213 211 209 207 205 203 201

MANUFACTURERS AUTO. SPRINKLERS, WET SYSTEM THROUT. SPACED 8' EACH WAY, 100 LBS. PRESSURE, 6" CONN. WITH CITY MAIN. 2 WATER TANKS AS SHOWN. FIRE BUCKETS 12 CHEM. EXTGRS.

A.F.A.

Mill Construction

CUTTING 2ND STORAGE 3, 4, 5, 6.

Wall Paper, Paints & Oils

Wholesale Gro.

Fire Proof Constrn. FLOORS ARCHED BRICK. STEEL FRAME WITH TILE BRICK WALLS ON SIDES, SOLID BRICK WALLS FRONT & REAR.

Wholesale Drugs

Shirt Factory

Steel Ceilings

99

PRIVATE

NATIONAL EXP. CO.

Storage

Office

Wholesale S.

Restrt.

Sal.

THE WALDORF MFG. CO. SHIRT WAISTS & WRAPPERS

Wholesale Tobacco.

HOTEL OFFICE

CONGRESS HALL HOTEL

THE WINCHESTER HOTEL

LIGHTS: ELECTRIC & GAS. HEAT: STEAM.

S. FRANKLIN

S. CLINTON

S. SALINA

W. LETING BLOCK

IRON NIGHT WATCHMAN. ELEC. CLOCK & STATIONS

133 129 127 125 123 121 119 117 115 113 109 107 105 103

Saloon

Sal.

W. Shop 2nd Printing 3rd Carpet Cleaning 4th

WIETING OPERA HO.

HEAT: STEAM. LIGHTS: ELECTRIC

PROSCENIUM BRCH 36' HIGH. ASBESTOS CURTAIN

DRESSING ROOMS

STAGE & SCENERY.

HOTEL VENDOME

Fire Proof Construction

100

ELKS TEMPLE.

Fire Proof Construction EXCEPT FR. STAIRWAYS ABOVE 1ST & WOODEN JOISTS IN PARTITION WALLS.

Printing 2nd

Photo. 4th

IRON POSTS 1ST

128 126 124 122 120 118 116 112 110 108 106 104 102 102

N. Y. C. & H. R. R. R.

W. WASHINGTON

SENATE HOTEL 2ND & 3RD

253 251 249 247 245 243 241 239 237 235 233 231 229 227 225 221 219 217 215 213 211 209 207 205 203 201

Sal & Restrt.

Restrt.

HOTEL OFFICE.

MANSION HOUSE

HOTEL WARNER

WHOLESALE D.G.

GRINNELL AUTOMATIC ELECT. WET SYSTEM THROUT. SPACED 8' EACH WAY 4" CONN. WITH CITY MAIN. 100 LBS. PRESSURE WATER TANK AS SHOWN

EXCELSIOR VAULT ELEV. INSIDE

STORAGE SHEDS

106

Cement Blocks Construction.

LIVERY. 22'

10,000 GAL. TANK ON ROOF.

WET SYSTEM MANUFACTURERS AUTO. SPRINKLERS THROUT. SPACED 8' EACH WAY 4" CONN. WITH CITY MAIN PRESSURE 110 LBS. WATER TANK AS SHOWN.

Lodging

Printing 2nd

Paint Shop 2nd

HOTEL 2ND & 3RD

258 256 254 252 250 248 246 244 242 240 238 236 234 232 230 228 226 224 222 220 218 214 212 210 208 206 204 202 200

E. W. EDWARDS & SON. DEPT. STORE

2 NIGHT WATCHMEN 2 NEWMAN CLOCKS 27 STATIONS. POWER & HEAT: STEAM. LIGHTS: ELEC. I. E. P. FUEL: COAL. FIRE PAILS, 100 CHEMICAL EXTGRS. MANUFACTURERS AUTO. SPRINKLERS WET SYSTEM THROUT. SPACED 8' EACH WAY 100 LBS. PRESSURE 6" CONNECTION WITH CITY MAIN 15,000 GAL. WATER TANK AS SHOWN.

4-ENGS. 8. 4 DYNAMOS. 8.

15,000 GAL. W. TANK ON ROOF.

107

S. ROSENBLOOM & SON'S. DEPT. STORE

10,000 GAL. W. TANK ON ROOF.

IRON POSTS 1ST

Fire Proof Construction WALLS 1ST ONLY

Drugs.

2 ENGINES 2 DYNAMOS 8.

THE KIRK BLOCK

FIRE PROOF CONSTRUCTION. ALL CEILINGS BRICK ARCHED BETWEEN IRON JOISTS, SPACED 4' NIGHT WATCHMAN, NO CLOCK. POWER AND HEAT: STEAM LIGHTS: ELEC. I.E.P. & CHEMICAL EXTINGUISHERS

128 126 124 122 120 118 116 114 112 110 108 106

W. FAYETTE

E. GENESEE ST.

E. WASHINGTON ST.

E. FAYETTE ST.

8" W. PIPE

12" W. PIPE

16" W. PIPE

S. ROSENBLOOM & SON'S. DEPT. STORE

NIGHT WATCHMAN. AMERICAN WATCHMANS CLOCK 10 STATIONS. LIGHTS ELEC. HEAT: STEAM. MANUFACTURERS AUTO SPRINKLERS. WET SYSTEM. AS SHOWN. SPACED 8' & 100 LBS. PRESSURE. 6" CONNECTION WITH CITY MAIN. 10,000 GAL. WATER TANK AS SHOWN. FIRE PAILS DISTRIBUTED.

Scale of Feet.

50 40 30 20 10 0 50 100 150

151

154

1911

SYRACUSE VOL 3

314

310

309

SCHMEER'S PAPER BOX CO.

NO WATCHMAN - POWER: STEAM
HEAT STEAM - FUEL: COAL
LIGHTS: GAS AND ELECTRIC -
UNDERWRITER EXTINGUISHERS
DISTRIBUTED -

W. BELDEN AV.

MARNELL AV.

NOXON

W. WILLOW

W. GENESEE

CLINTON SQ.

FULTON

N. FRANKLIN

N. CLINTON

N. SALINA

W. S. R. R. (N.Y.C. LINES)

R.W. & O. R.R.

Oswego Canal

IRON FOOT BRIDGE

ROSCOE FRUIT CO. WARE HO.

WEST SHORE R.R. OFFS.

SCHMEER'S PAPER BOX CO.

PB

PAPER BOX FACTORY ALL FLOORS

SHED

JACOB MARSHALL & SON WARE HOUSE HIDES, HAIR &C.

67

WAGON SHEDS

GOODSTOCK MFG. CO. SHIRT WAIST FACTORY 4TH

VACANT FACTORY RMS 2.&3.

Whol. Liquors 1st Lock Smith 2d

AMOS HOTEL Sal.

NATIONAL BISCUIT CO.

BAKERY 111 to 125 NOXON ST. -

NIGHT, SUNDAY AND HOLIDAY WATCHMAN - NINE PORTABLE CLOCK - 3 STATIONS - HOURLY ROUNDS - POWER: STEAM - HEAT: STEAM - FUEL: COAL - LIGHTS: ELEC. & GAS - MANUFACTURERS AUTO. SPRINKLERS THROUGHOUT WET SYSTEM - PRIMARY SUPPLY FROM CITY MAINS DIRECT PRESSURE 25 LBS. T. 1/10 4" CONNECTIONS SECONDARY SUPPLY FROM 5000 GAL TANK 20' ABV. RF. AS SHOWN - HEADS SPACED 10X10" UNDERWRITER EXTGRS. & FIRE PAILS DISTRIB'D

WOODHULL, GOODALE & BULL - CLOTHING FACTORY -

NIGHT WATCHMAN - AMERICAN CLOCK - 12 STATIONS - HOURLY ROUNDS - POWER: ELEC. MOSTLY INDIVIDUAL MOTORS - LIGHTS: ELEC. HEAT: STEAM FROM PLANT IN REAR - FIRE PAILS AND UNDERWRITER EXTINGUISHERS DISTRIBUTED -

NATIONAL BISCUIT CO.

THE BEVERLY FLATS

GARAGE

HEATER BLOCKS

CONCRETE BLOCKS

77

CARRIAGE HO.

LIVERY

VETERINARY

SYRACUSE WALL PLASTER CO. OFF. & STOCK RM. CONCRETE BLOCK CONSTRUCTION

DETENTION HOSPITAL & MUNICIPAL LODGING

THE HENDERSON

WOODHULL, GOODALE & BULL CLO. FAC.

CLOTHING FACTORY

INDUSTRIAL BLDG VACANT 1.2.&4.

78½

THE STAR NUT PRODUCT CO. CANDY FACTORY

DANCE ACADEMY 2d

Pool Room

Clothing Factory Sal.

Boarding

Restrt

Sal.

Wool Storage 3d

Whol. Gro.

Whol. Gro.

Whol. Liquors

Bottled Liquors

POLICE DEPARTMENT OFFICES & JAIL

CELLS 1st COURT RM. 2d

JAIL

CELLS

BOARD OF EDUCATION OFFICES

EMPIRE HOUSE ABV. 1st

NO REGULAR WATCHMAN - HEAT - STEAM - LIGHTS - GAS & ELEC. - UNDERWRITER EXTGRS & FIRE PAILS DISTRIB'D

ELECTRIC RAILWAY TERMINAL

HOTEL GAFFNEY Bar 1st

SOLDIERS & SAILORS MONUMENT

Scale of Feet. 50 40 30 20 10 0 50 100 150

313

SYRACUSE MOTOR CAR CO.

HEAT - STEAM - LIGHT: ELEC. POWER - ELEC. - UNDERWRITER EXTINGUISHERS DISTRIBUTED -

80

THE GENESEE APARTMENTS

FIRST BAPTIST CHURCH OF SYRACUSE

GARAGE & AUTO SCHOOL

AUTOMOBILE SHEDS

GARAGE DANCE HALL 2d

WAGON SHOP

FORGE

ELEC. MOTOR

REPAIRING & PAINTING

Tin Shop

Lunch

Sal.

Restrt

BUILDINGS IN THIS BLOCK TO BE REMOVED TO CLEAR SITE FOR POST OFFICE BUILDING

87

SYRACUSE MOTOR CAR CO. GARAGE

AUTOMOBILE SHOW ROOM GARAGE

HORSE SHED

HORSE SHEDS

HUGHES GARAGE

HOTEL GENESEE

HOTEL

Hardware

Paints

Drugs

Restrt

Tenements

Vac.

TOW PATH

LIFT BRIDGE

See Erie Canal Two

MECHANIC ST.

JAMES ST.

1911

SYRACUSE VOL. 3.

315

A. E. NETTLETON SHOE MFY.

NIGHT WATCHMAN, ECO MAGNETO CLOCK, 11 STATIONS, POWER & HEAT STEAM. FUEL: COAL. LIGHTS: ELEC. I.E.P. FIRE PAILS DISTRIBUTED. MET SYSTEM GRINNELL AUTO. SPRINKLERS THROUGHOUT FED BY CITY PRESSURE. 95 LBS & ONE 10,000 GALLON & ONE 5,000 GALLON WATER TANK HS SHOWN. TWO 4" CONNECTIONS WITH CITY MAINS. SPRINKLER HEADS SPACED 8' EACH WAY. DRY SYSTEM SPRINKLERS ALONG NORTH & EAST WALLS OF PLANT.

E. BELDEN AV.

FULTON ST.

NOXON ST.

N. SALINA

W. WILLOW

E. WILLOW

HICKORY

PEARL

N. STATE

N. WARREN

JAMES

IRON FOOT BRIDGE

IRON LIFT BRIDGE

IRON BRIDGE

Oswego Canal

N. S. R. R. N.Y.C. LINES.

MILLSPAUGH & GREEN CO.

COAL SHED.

COAL YARD.

SYRACUSE PUMP WORKS.

P. R. COON SILVER MFG. CO.

A. E. NETTLETON SHOE MFY.

A. E. NETTLETON SHOE STORAGE 2ND

SYRACUSE LAUNDRY B. & 1ST

O. K. MANUFACTURING CO. 3RD

CHILDREN'S NOVELTY CO. FACTORY 2 & 3

ST. JOHN'S R.C. CHURCH

ALHAMBRA HALL

3RD NTL. BANK

78 (28)

82

83

84

21

22

24

25

26

314

316

See Volume One

1911

(6301-A)

SYRACUSE, N.Y. VOL. 3

314

"R"

MAR. 1945

W. BELDEN AV.

W. BELDEN 310 AV.

STEEL BRIDGE

CONC. RETAINING WALL

OSWEGO BLVD.

MARNELL AV.

309

SCHMEERS PAPER BOX CO. INC.

THE HERALD CO. PRINTING BUILT 1927 Fire Proof Constn. STEEL FR. 12" BR. CURTAIN WALLS. CONC. FLS. & RF.

AUTO. PARKING & WARE HO. CONC FL.

P.B. AUTO. PARKING

FACTY. BLDG. BUILT 1914 Fire Proof Constn. 12" BR. CURTAIN WALLS. CONC. FLS. & RF.

WATCHMAN WITH CLOCK 6 AUXILIARY F. A. BOXES. 50' 1½" HOSE B, 3 & 4 CONND. TO SPKLR. SYSTEM. CHEMS.

HERALD PL.

HOUSER ELEVATOR CO. ELEVATOR SERVICE SUPPLIES FIRE PROOF CONSTN. EXPOSED STEEL POSTS & BEAMS & BR. & C. BR WALLS CONC. FL. & RF. BUILT ABOUT 1912

ELECTRIC SUPPLIES & MILL N. WOOD HO. 12" POSTS 1ST. FL. 8" POSTS 2ND FL. BR. ASTD. WALLS

POULTRY KILLING (CONC.)

67

CONC. RETAINING WALL

CLUB

FURNE. W. HO. ABV. 1ST

E. IR. POSTS 1 FL.

HERALD HOTEL

AUTO. PARKING

N. FRANKLIN

SYRACUSE & OSWEGO MOTOR LINES, INC.

CAPCY. 14 BUSSES STEEL FR. GYP. BL. CURTAIN WALLS. CONC. FL. CONC. PLANK.

BUS GARAGE. CAPCY. 12 BUSSES. CONC. FL. STEEL TRUSSES

WHEEL & RIM SERVICE STEEL FR. GYP. CURTAIN WALLS. CONC. FL. WOOD FL. 2ND GYP. RF.

AUTO. REP. STEEL FR. CONC. FLS. WOOD RFS. CONC. RAMP TO 2ND

DRUG W. HO. Built 1913 Fire Proof Constn. 12" A. CONC. FR. & RF. TILE WALLS

SHOP CONC. 6" BR. 8'

77J

BOTTLES IN CRATES Built 1916 Fire Proof Constn. CONC. FL. & RF. TILE WALLS

WHOL. DRUGS BUILT 1913 Fire Proof Constn. CONC. FR. FLS. & RF. 12" TILE BR. FACED CURTAIN WALLS.

SPIRAL SLIDE WITH TRAPS

SPIRAL STAIRS

OFF. & STOCK RM. C. B.

PRTG.

AUTO SALES

VENETIAN BLIND SHOP

REST.

MFG. VENETIAN BLINDS BST.

W. WILLOW

N. CLINTON

DEPT. OF PUBLIC WELFARE 1ST & 2ND

FURNE. W. HO. 4TH VAC. 3RD

FURNE. W. HO. VAC. 1.2.3.

FURNE. W. HO. 4TH VAC. 3RD 4TH & 5TH & 6TH

AUTO. PARKING

78J

BLR. HO.

3 W. G. SKYTS. CLUB RMS. ABV. 1ST

PAPER BOX FACTY. 2&3 IR. POSTS EA. FL.

PAINT

FURNE. W. HO.

REP. SHOP 1ST

N. SALINA

E. WILLOW

T.H.

313

N. FRANKLIN

FILLG. STA.

TIRE RECAPPING

TIRE SERVICE

U.S. DEPT. OF AGRICULTURE BUILT 1928 FIRE PROOF CONSTN. REINF. CONC. FRAME REINF. CONC. FLS. & RF. CONCRETE WALLS

SYRACUSE INDUSTRIAL CLUB AUDITM 3-4 BOWLING 5TH

BUS TERMINAL

STORE

PHOTO.

GARAGE CAPCY. 40 CARS CONC. FL. STEEL TRUSSES

RADIO W. HO.

W. GENESEE

POST OFFICE & COURT HO.

87

BUILT 1927-28 Fire Proof Construction

OPEN 1ST BR. 1ST

W. G.

SEE ERIE BLVD. VOLUME TWO

81

DEPARTMENT BR. WALLS REINFD FLS. STEEL RF. STEEL TRUSSES

POLICE GARAGE CAPCY. 6 CARS CONC. 6" BR. 4'

COURT RM. 1ST

CELLS 1ST COURT RM. 2ND

CELLS 1ST OFF. 2ND

SYRACUSE TRAFFIC COURT OFFICES

ATLANTIC BUILDING Fire Proof Constn. STEEL FR. BR. CURTAIN WALLS. CONC. FLS & RF.

Noncomb - Built - 1949 STEEL FR. GYP. FLS & RF. ON STEEL JOISTS, 1½ M. I. & P. TERRA. CIN. BL. CURTAIN WALLS

From 121 Plains

CLINTON SQ.

MECHANIC

JAMES

315

SCALE 50 FT TO ONE INCH

1950

(6301-A)
SYRACUSE, N.Y. VOL. 3

315

"R"
MAR. 1945

314
316
E. BELDEN AV.
HERALD PL.
W. WILLOW
E. WILLOW
N. SALINA
OSWEGO BLVD.
N. Y. C. LINES (W. S. DIV'N)
N. Y. C. R. R.
E. WILLOW
HICKORY
PEARL
N. STATE
N. WARREN
JAMES
STEEL BRIDGE
CONC. RETAINING WALL
CONC. RETAINING WALLS
STEEL BRIDGE
VETERANS BLDG.
110-112 N. SALINA
1926 SEE DOCTS.
FIREPROOF CONSTN.
STEEL FR. & R.F. CURTAIN WALLS.
CONT. BAS. & R.F. CURTAIN WALLS 6 FT.
BAS. & R.F. GLASS ON 6 FT.
R.F. WALLS 1912 SECTION CONC. FR.
& PART CONC. FR. ON STEEL TRUSSES
SCALE 50 FT. TO ONE INCH
50 40 30 20 10 0 50 100
SEE VOLUME
1950

(625IA)
SYRACUSE, N.Y. VOL. 1

1

"R"

JAN. 1945

SEE VOLUME TWO

SEE VOLUME THREE

SEE VOLUME FOUR

SYRACUSE SAVINGS BANK BLDG
FIRE PROOF CONSTR. EXCEPT EXPO STEEL TRUSSES, STEEL SKELETON, BR & STONE WALLS TO 5TH. TILE WALLS 6TH CONC FLS GVR RF.
BUILT 1875 REMODELED 1939
WESTINGHOUSE, GENERAL STR SERVICE

ONONDAGA COUNTY SAVINGS BANK
Fire Proof Constn.
BUILT 1897.
BR. WALLS, FLAT TILE ARCHES FLS & RF STEEL TR.
V.S. & 100 2" HOSE EA. FL.

STATE TOWER BLDG
WATERPROOF NO CRACK
FIRE PROOF CONSTR. BR. BUILT ON PILES CONCRETE FLS & RF FREE FROM SETTL.

FIRE DEPT ENG. CO. NO 1
Fire Proof Constn.
BUILT 1916.
STEEL FR 12" BR. & CURTAIN WALLS CONC. FLS & RF

PIONEER CLUB ALL
18" POSTS 1ST WOOD POSTS EM. FL.

WHOL. LIQUORS & A.F.A.
WOOD POSTS ALL

FEED W. HO.
WOOD FR. INSIDE BR. WALLS SUPPORTS RS. & RF. PILPSTD. WALLS. 4 W.G. SKYLTS.

AUTO PARKING 89

PARKING GARAGE COPY 200 CARS

AUTO PARKING

R A SPUR CANAL

BANK

GRIDLEY BLDG

S. A. & K. BLDG

MOOSE LODGE & CLUB RMS 2 3 4

E. WATER

E. WASHINGTON

W. WASHINGTON

W. GENESEE

E. GENESEE

JAMES

PEARL

N. SALINA

S. SALINA

N. WARREN

S. WARREN

OSWEGO BLVD.

ERIE BLVD. E.

ERIE BLVD W.

MONTGOMERY

LARNED

BANK

SCALE 50 FT TO ONE INCH

1951

(5830A)
SYRACUSE, N.Y. VOL. 2

152

"R"
FEB. 1944

N Y . . . 1 3 2

SEE VOL 1

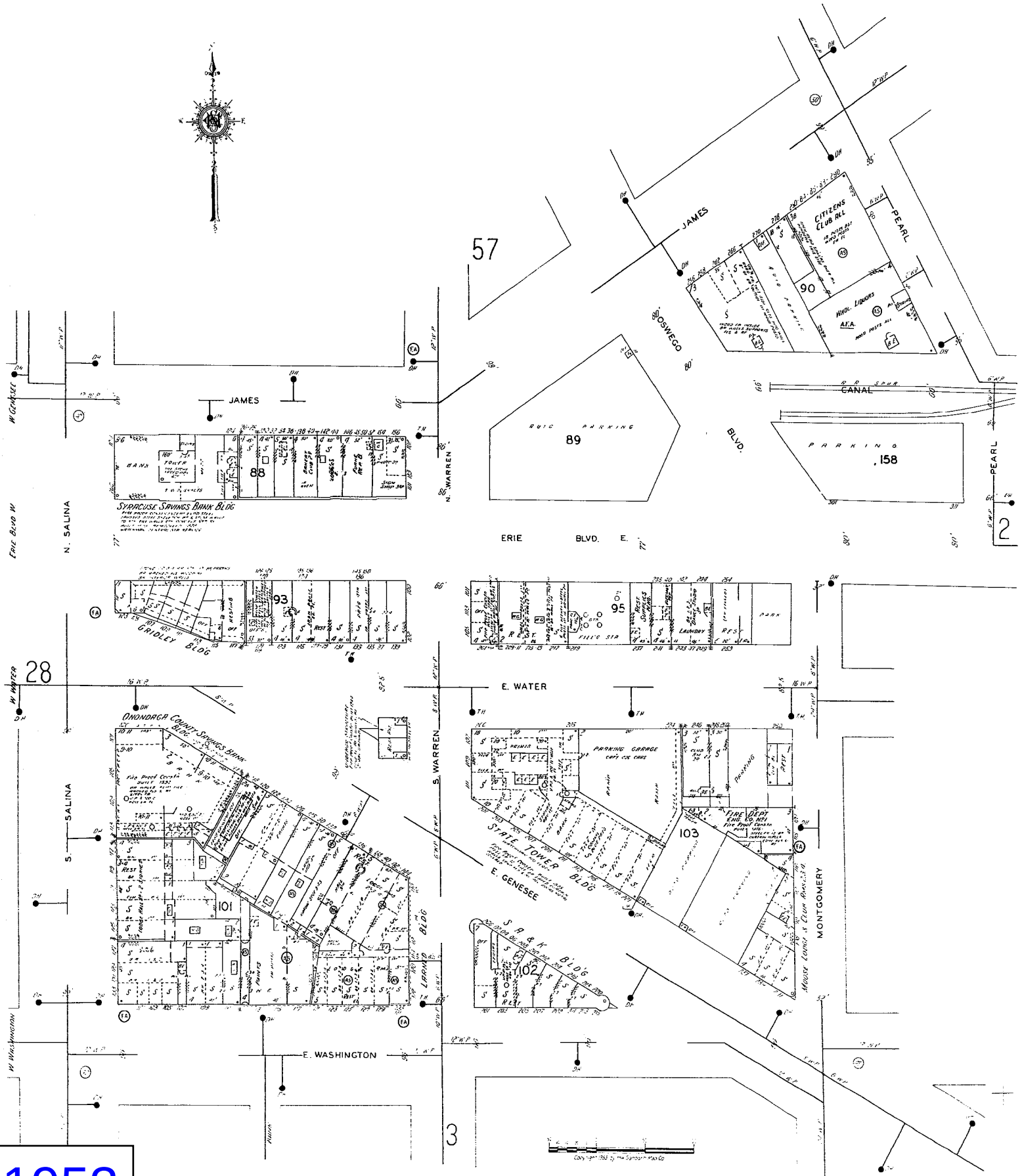
N. CLINTON
N. FRANKLIN
S. FRANKLIN
S. CLINTON
S. SALINA
E. GENESEE
E. WASHINGTON
W. GENESEE
W. WATER
W. WASHINGTON
W. FAYETTE
ERIE BLVD. W.
ERIE BLVD. E.
JAMES
THREE
CLINTON PARK
SQUARE 2 PARK
HOWARD HOTEL
WINCHESTER HOTEL
LINCOLN BANK BLDG
EVERSON BLDG
AMERICAN LEGION BLDG
CITY BANK BUILDING
E. W. EDWARDS & SON
AUTO PARKING LOT
TUNNEL
151
154
99
100
106
107
92

1951

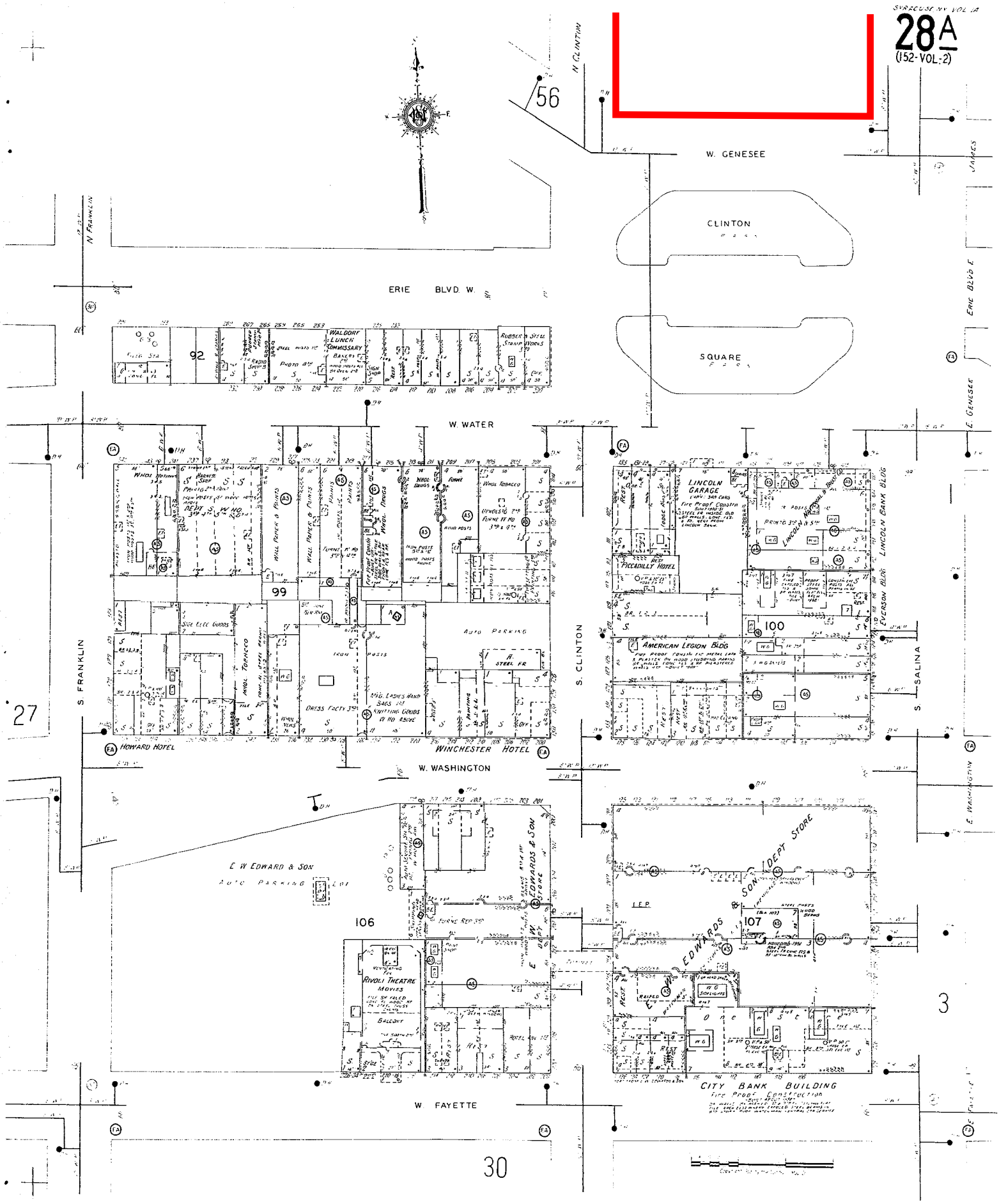
SYRACUSE, N.Y. VOL 1A.

1A

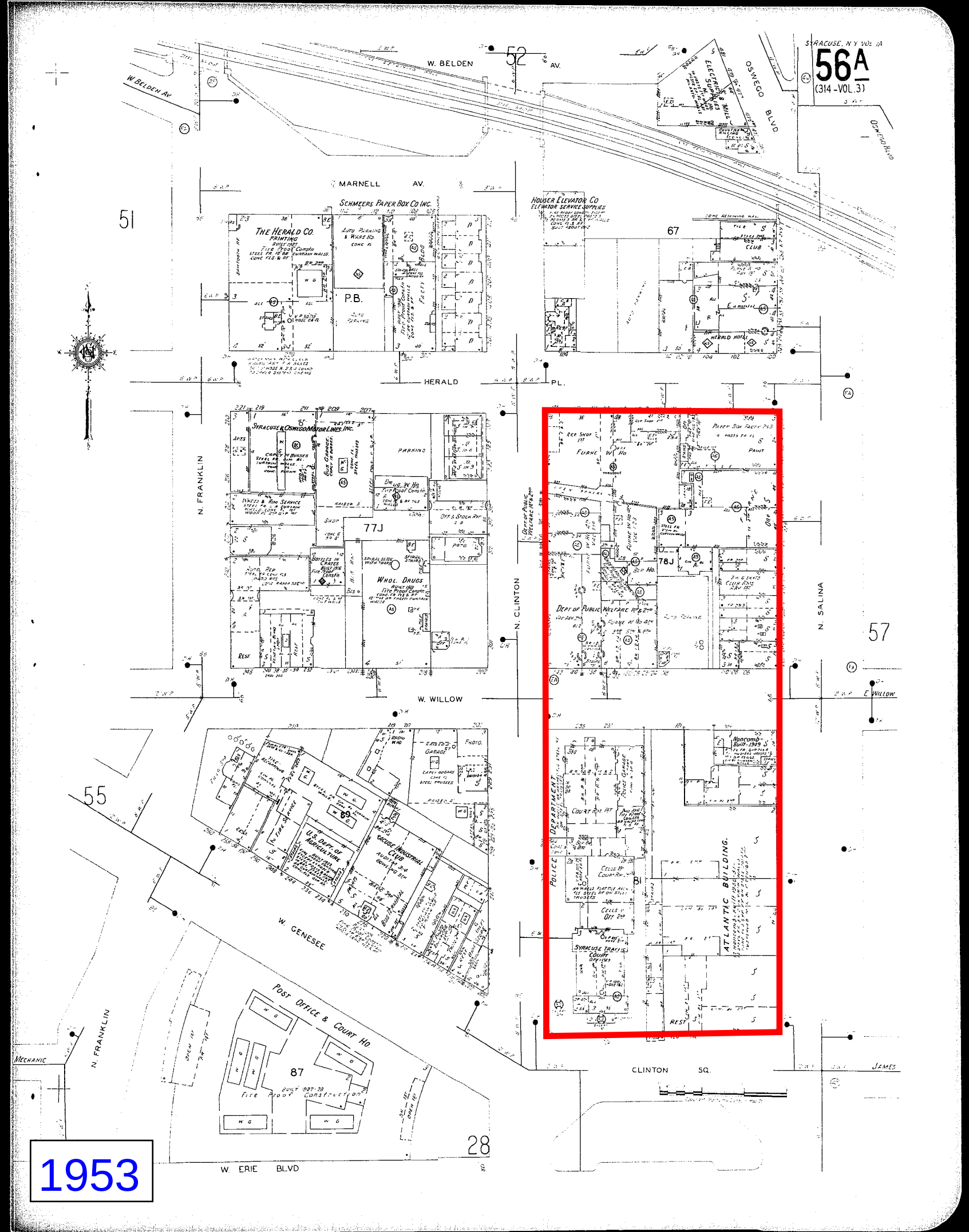
(1-VOL.1)



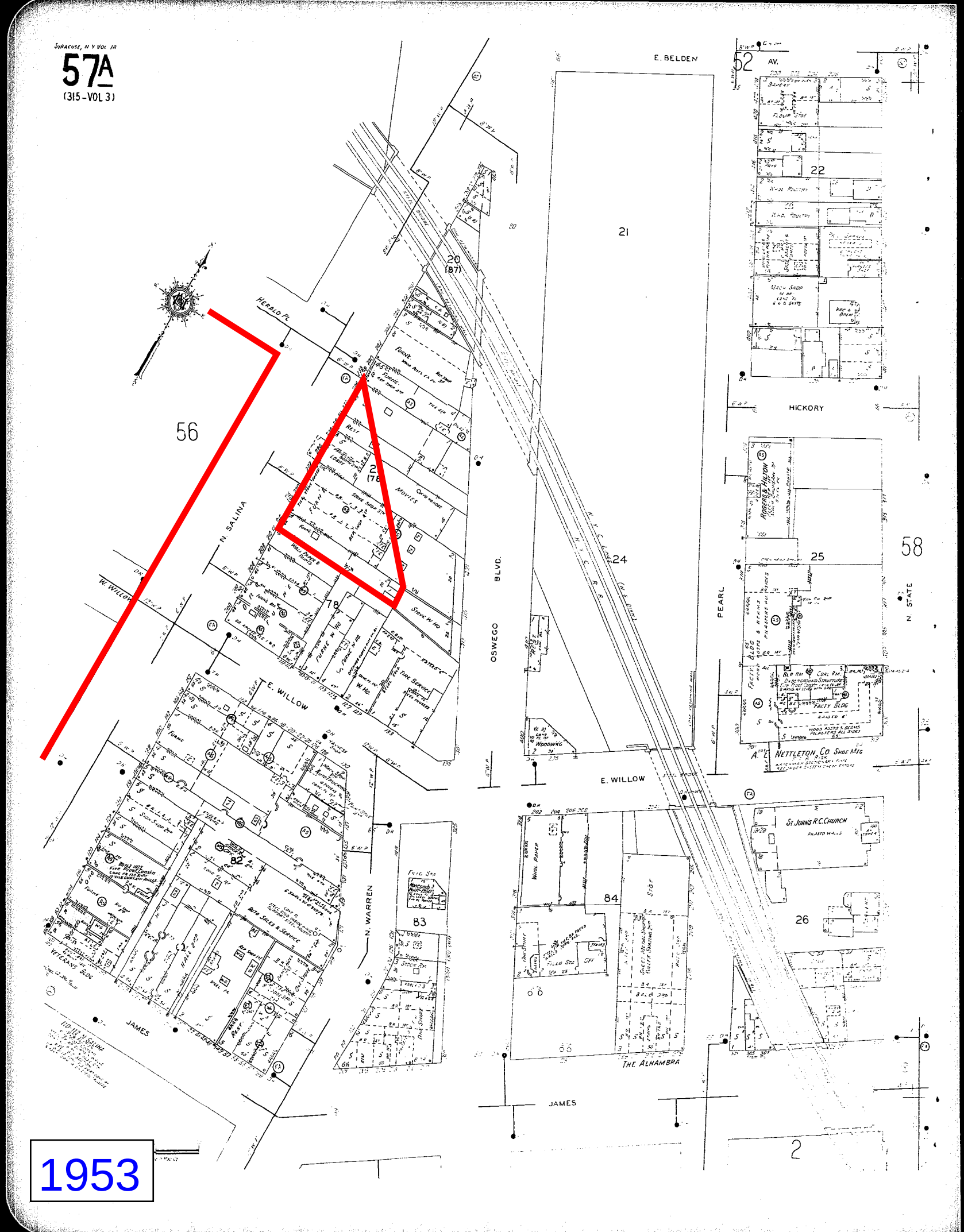
1953


SYRACUSE NY VOL 1A
28A
(152-VOL:2)
N CLINTON
56
W. GENESEE
CLINTON
PARK
ERIE BLVD W.
SQUARE
E. GENESEE
ERIE BLVD E
N FRANKLIN
92
WALDORF LUNCH COMMISSARY
RUBBER STAMP WORKS
W. WATER
99
100
LINCOLN GARAGE
PICCADILLY HOTEL
AMERICAN LEGION BLDG
LINCOLN BANK BLDG
S. FRANKLIN
S. CLINTON
S. SALINA
27
HOWARD HOTEL
WINCHESTER HOTEL
W. WASHINGTON
E. WASHINGTON
E W EDWARD & SON
AUTO PARKING LOT
106
EDWARDS & SON DEPT STORE
107
RIVOLI THEATRE
MOVIES
CITY BANK BUILDING
Fire Proof Construction
W. FAYETTE
30
3

1953


SYRACUSE, N.Y. VOL. IA
56A
(314 - VOL. 3)
W. BELDEN AV.
52
OSWEGO BLVD
MARNELL AV.
51
SCHMEERS PAPER BOX CO INC.
THE HERALD CO.
PRINTING
P.B.
HOUSER ELEVATOR CO
ELEVATOR SERVICE SUPPLIES
67
CLUB
HERALD PL.
N. FRANKLIN
SYRACUSE & OSWEGO MOTOR LINES, INC.
77J
WHOL. DRUGS
N. CLINTON
78J
DEPT OF PUBLIC WELFARE
N. SALINA
57
W. WILLOW
E. WILLOW
55
U.S. DEPT. OF AGRICULTURE
SYRACUSE INDUSTRIAL CAMP
W. GENESEE
POLICE DEPARTMENT
COURT
ATLANTIC BUILDING.
81
POST OFFICE & COURT HO.
87
Fire Proof Construction
MECHANIC
CLINTON SQ.
JAMES
28
W. ERIE BLVD

1953


SYRACUSE, N Y VOL 1A
57A
(315-VOL 3)
E. BELDEN
AV.
52
22
21
20
(87)
HERALD PL
56
N. SALINA
W. WILLOW
78
OSWEGO
BLVD.
24
N.Y.C. LINES (N.S. Divn)
HICKORY
PEARL
25
58
N. STATE
ROGERS & HILTON
NETTLETON CO SHOE MFG
E. WILLOW
82
83
84
N. WARREN
JAMES
THE ALHAMBRA
ST JOHNS R.C. CHURCH
26
2

1953

SYRACUSE, N.Y. VOL 1A

1A

(1-VOL.1)

1961

SYRACUSE, N.Y. VOL 1A

28A

(152-VOL:2)

N. CLINTON

W. GENESEE

N. FRANKLIN

ERIE BLVD. W.

ERIE BLVD. E.

E. GENESEE

CLINTON PARK

SQUARE PARK

JAMES

W. WATER

S. FRANKLIN

S. CLINTON

S. SALINA

LINCOLN BANK BLDG

BORST BLDG

W. WASHINGTON

E. WASHINGTON

W. FAYETTE

E. FAYETTE

HOWARD HOTEL

WINCHESTER HOTEL

E. W. EDWARDS & SON

OPEN DECK GARAGE

3 DECKS

F. P. CONSTN. - BUILT 1956

CONC. FR. FLS. & RF. & C.B. RAMP & STAIR WALLS

LINCOLN GARAGE

AMERICAN LEGION BLDG

BANK

SON DEPT STORE

CITY BANK BUILDING

Fire Proof Construction

-Built About 1926-

BR WALLS, BR ARCHED 1ST & 2ND FL; CEILING FLAT FILE ARCH ELSEWHERE EXPOSED STEEL BEAMS IN 9TH STORY ROOF WATCHMAN, CENTRAL STA SERVICE

CLOCK

27

30

3

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1961

SYRACUSE, N.Y. VOL 1A

56A

(314 - VOL. 3)

W. BELDEN AV.

W. BELDEN AV.

MARNELL AV.

OSWEGO BLVD

OSWEGO BLVD

N. FRANKLIN

N. CLINTON

N. SALINA

HERALD PL.

W. WILLOW

E. WILLOW

W. GENESEE

W. ERIE BLVD

MECHANIC

JAMES

CLINTON SQ.

CONC. RETAINING WALL

SCHMEERS PAPER BOX CO INC.

THE HERALD CO. PRINTING

HOUSER ELEVATOR CO. ELEVATOR SERVICE SUPPLIES

ELECTRIC & MILL SUPPLIES

HERALD HOTEL

SYRACUSE & OSWEGO MOTOR LINES, INC.

TIRE RECAPPING

TIRE W.HO.

WHOL. DRUGS

DRUG W.HS

K. OF C. CLUB RMS

FURNE

PAPER BOX FACTY 2&3

POLICE DEPARTMENT

COURT RM. 1ST

CELLS 1ST COURT RM. 2ND

POLICE GARAGE

ATLANTIC B[UILDING]

SYRACUSE TRAFFIC COURT OFFICES

U.S. DEPT. OF AGRICULTURE

SYRACUSE INDUSTRIAL CLUB

POST OFFICE & COURT HO.

87

28

77J

78J

67

55

57

51

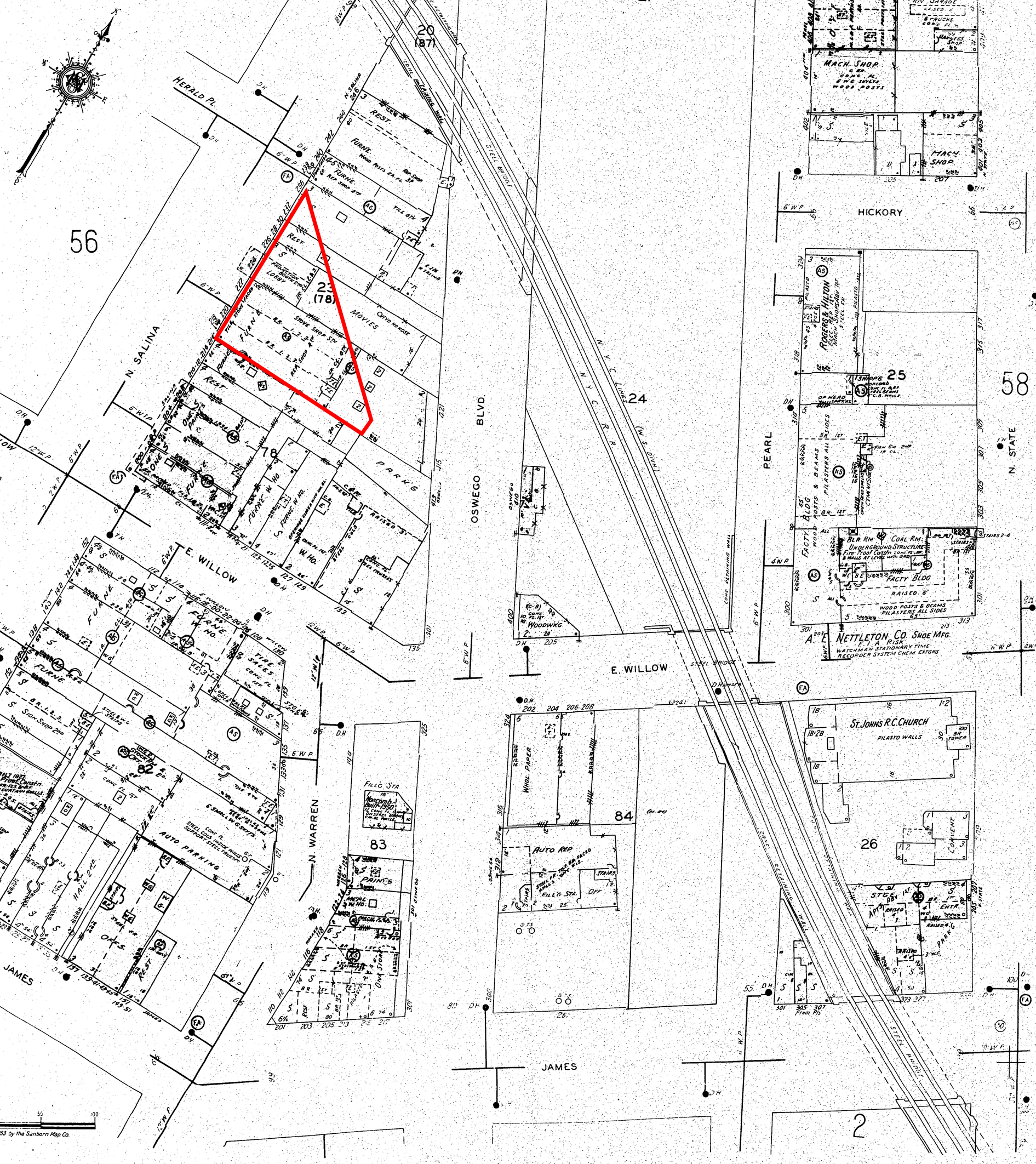
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1961

SYRACUSE, N Y VOL. 1A

57A

(315 - VOL 3)



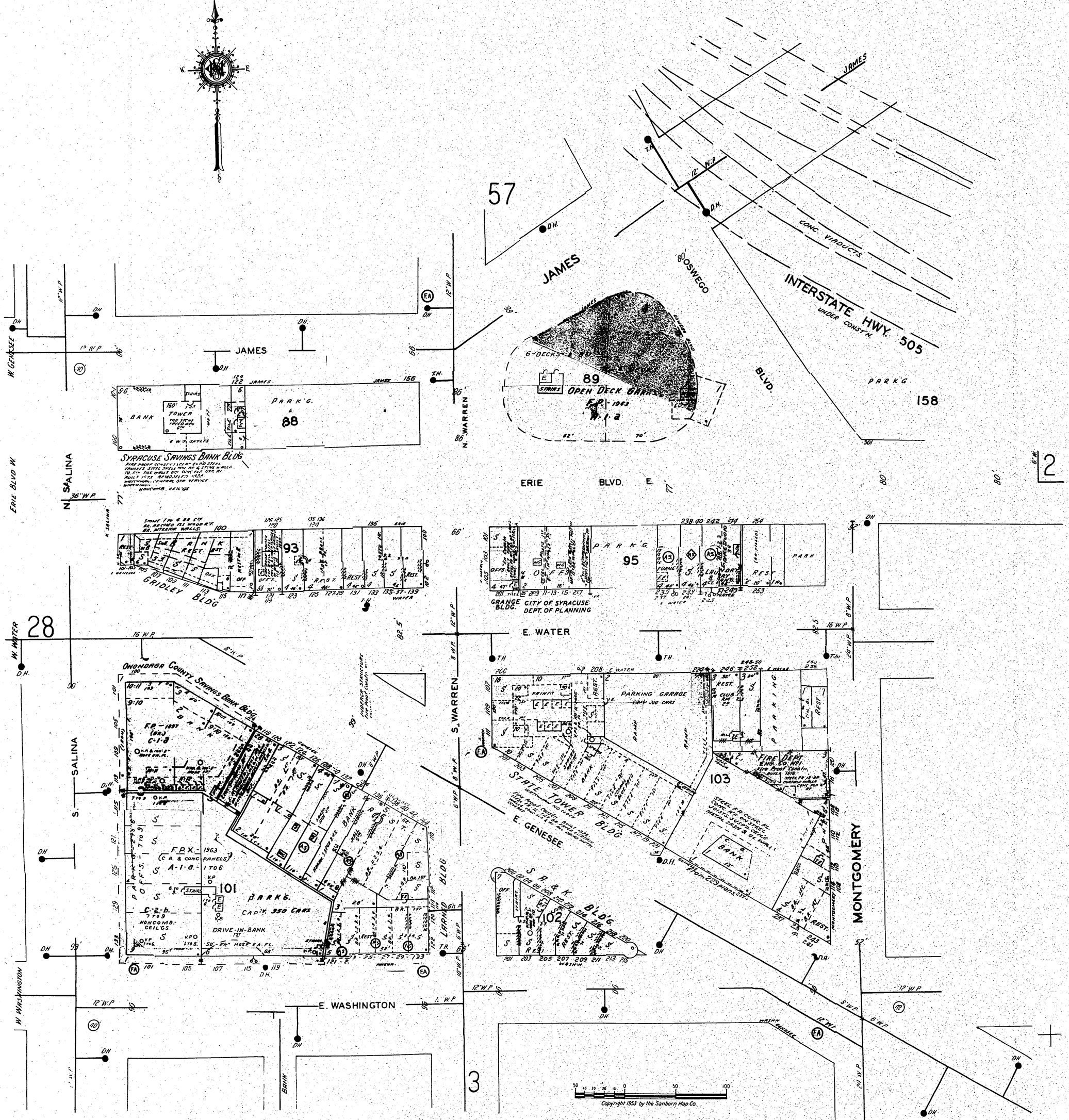
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1961

SYRACUSE, N.Y. VOL 1A

1A

(1-VOL.1)



1968

SYRACUSE, N.Y. VOL. 1A

28A

(152-VOL.-2)

N. CLINTON

W. GENESEE

JAMES

CLINTON PARK

SQUARE PARK

ERIE BLVD. E.

N. FRANKLIN

ERIE BLVD. W.

W. WATER

S. FRANKLIN

S. CLINTON

S. SALINA

E. WASHINGTON

E. GENESEE

W. WASHINGTON

W. FAYETTE

FILL'G. STA. 92

WALDORF LUNCH COMMISSARY BAKERY

SIGN SHOP

VAC. OP.

HOWARD HOTEL

WINCHESTER HOTEL

E. W. EDWARDS & SON
OPEN DECK GARAGE
3- DECKS
F. P. CONST'N - BUILT 1956
CONC. FR. FLS. & RF. & C.B. RAMP & STAIR WALLS.

E. W. EDWARDS & SON DEPT. STORE

BANK
N.C. OCC (C.B. & F.)

LINCOLN GARAGE

LINCOLN NATIONAL BANK & TRUST

AMERICAN LEGION BLDG

BANK
F.P. CONST'N EXCEPT R. C.B. & R.F. WALLS, PART 1ST REINF. CONC. FR. FLS. & RF.

BORST BLDG. LINCOLN BANK BLDG.

CITY BANK BUILDING
Fire Proof Construction
-BUILT ABOUT 1908
BR WALLS. BR ARCHED 1ST & 3RD FL. CEILING FLAT TILE ARCH ELSE WHERE EXPOSED STEEL BEAMS IN 9TH STORY ROOF. WATCHMAN. CENTRAL STA. SERVICE

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27

30

1968

SYRACUSE, N.Y. VOL 1A

56A

"NP"

MARCH 1966

INTERSTATE CONNECTION NO. 570 (UNDER CONSTN.)

CONC. VIADUCT

CONC. RETAINING WALL

W. BELDEN AV.

OSWEGO BLVD

RAMP

PARK'G

PARKING

AUTO PARKING

P.B.

AUTO PARKING (1 HOR) CONC. FL.

WATCHMAN WITH CLOCK & AUXILIARY F.A. BOXES. 50' 1½" HOSE B. 3 & 4 COMMD TO SPRKR SYSTEM. CHEMS.

HERALD PL.

N. FRANKLIN

N. CLINTON

N. SALINA

W. WILLOW

E. WILLOW

W. GENESEE

W. ERIE BLVD

MECHANIC

CLINTON SQ.

JAMES

ALL BLDGS. IN THIS BLK. REMOVED.

ATLANTIC BUILDING.

SCALE OF FEET

50 0 50 100

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51

52

67

99'

77J

78J

81

55

57

28

21

(9533A R)

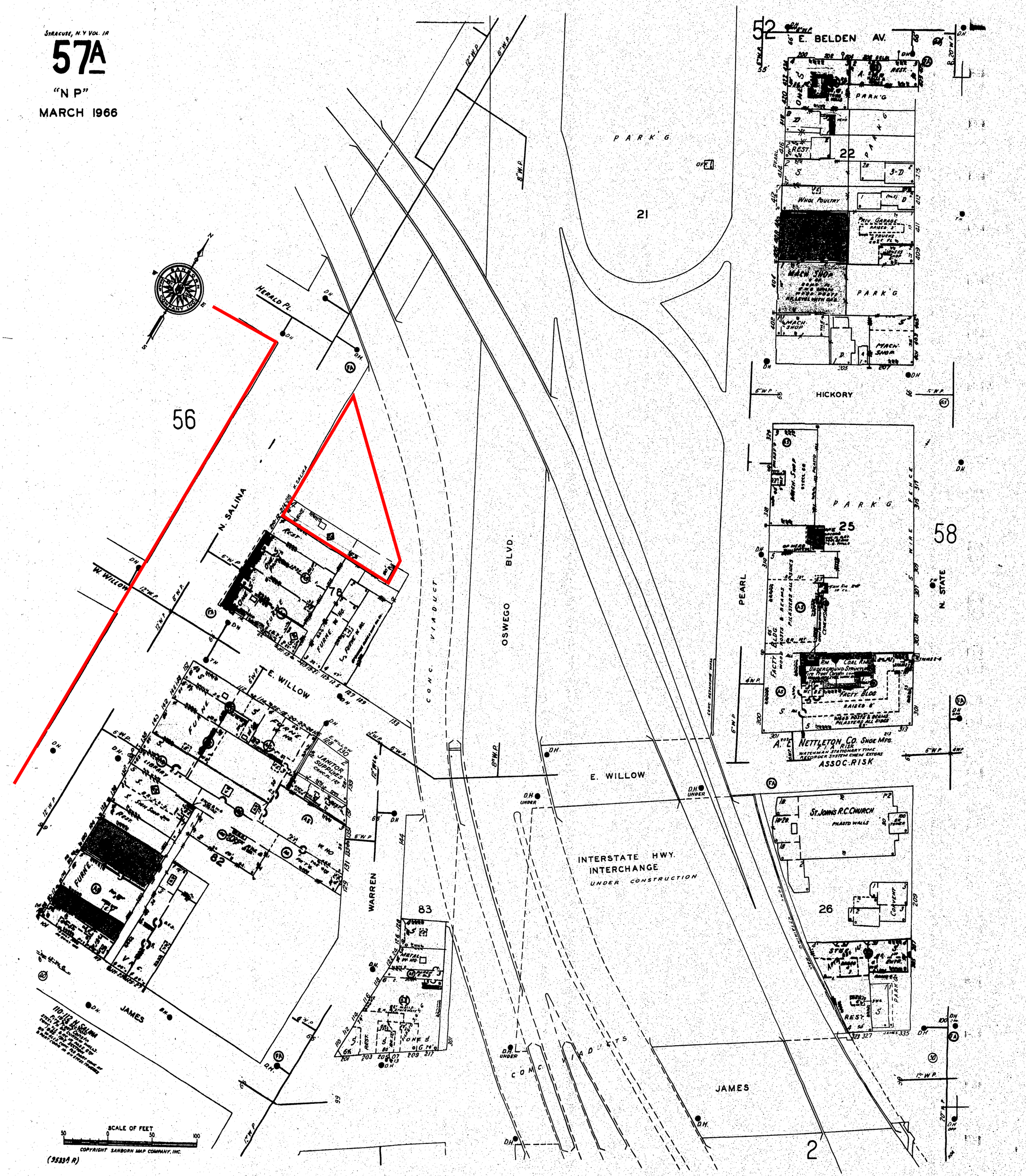
1968

SYRACUSE, N.Y. VOL. 1A

57A

"N P"

MARCH 1966



1968

SYRACUSE, N.Y. VOL 1A

1A

(1-VOL.1)

57

JAMES

JAMES

80' OSWEGO

INTERSTATE HWY. 505

UNDER CONST'N.

CONC. VIADUCTS

BLVD.

PARK'G

158

89

6-DECKS

OPEN DECK GAR.

F.P. 1963

A-1-a

88

PARK'G.

BANK

TOWER

SYRACUSE SAVINGS BANK BLDG

W GENESEE

JAMES

N. WARREN

N. SALINA

ERIE BLVD W

ERIE BLVD. E.

93

PARK'G.

GRIDLEY BLDG

95

PARK'G.

GRANGE BLDG.

CITY OF SYRACUSE DEPT. OF PLANNING

2

28

W WATER

E. WATER

ONONDAGA COUNTY SAVINGS BANK BLDG

F.P.-1957 (BR.) C-1-a

F.P.X. 1963 (C.R. & CONC PANELS) A-1-a

C-2-b

101

PARK'G.

CAP'Y. 350 CARS

DRIVE-IN-BANK

S. SALINA

S. WARREN

E. GENESEE

STATE TOWER BLDG

140

PARKING GARAGE

CAPT. 206 CARS

FIRE DEPT. ENG. CO. #11

103

S. R. & K. BLD'G

102

BANK

LARNED BLDG

E. WASHINGTON

W WASHINGTON

MONTGOMERY

3

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1971

SYRACUSE, N.Y. VOL. 1A

28A

(152-VOL.-2)

ALL BLDGS. REMOVED IN BLKS. 99 & 100 EXCEPT 101 TO 121 & 241 TO 245 W. WATER; 200 TO 216 W. WASHINGTON, 110-116, 126-134 S. CLINTON & 102 TO 112 S. SALINA.

(MERIDIAN)

N. CLINTON

W. GENESEE

CLINTON PARK

SQUARE PARK

ERIE BLVD. W.

ERIE BLVD. E.

E. GENESEE

N. FRANKLIN

W. WATER

S. FRANKLIN

S. CLINTON

S. SALINA

E. WASHINGTON

W. WASHINGTON

W. FAYETTE

E. FAYETTE

JAMES

HOWARD HOTEL

WINCHESTER HOTEL

LINCOLN NATIONAL BANK TRUST CO.

LINCOLN BANK BLDG.

BORST BLDG.

AMERICAN LEGION BLDG

E. W. EDWARDS & SON

OPEN DECK GARAGE
3 DECKS
F. P. CONST'N - BUILT 1956
CONC. FR. FLS. & RF. & C.B. RAMP & STAIR WALLS

WALDORF LUNCH COMMISSARY BAKERY

FILL'G STA. 92

99

100

106

107

27

30

3

36

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1971

SYRACUSE, N.Y. VOL 1A

56A

"NP"

MARCH 1966

INTERSTATE CONNECTION NO.570
(UNDER CONSTN)

CONC. VIADUCT

CONC. 8"W.P. RETAINING WALL

W. BELDEN AV.

PARK'G

CONC. RETAINING WALL

RAMP

OSWEGO BLVD

THE HERALD CO.
PRINTING
BUILT 1927
FIRE TOWER CONSTN
STEEL FR. & RR CURTAIN WALLS
CONC. FLR. & RF.

AUTO PARKING (140M) CONC. FL.

P.B.
AUTO PARKING

PARKING

WATCHMAN WITH CLOCK
6 AUXILIARY F A BOXES.
50'1½" HOSE 8, 3 & 4 COMMD
TO SPKLR SYSTEM. CHEMS.

HERALD PL.

100 D.H.

N. FRANKLIN

REST.

PARKING

77J

SHOP

REST.

W.N.O. DRUGS

OFF.

PARK'G

W. WILLOW

N. CLINTON

TRUCK & AUTO PARK'G

78J

P A R K ' G

N. SALINA

57

PRESS RM.

F.R.X. - 1970
(CONC. & C.B. ST-F.)
C.-I-2.
NONCOMB CEILGS

LOAD'G

THE HERALD CO.
NEWSPAPER PUBLISHING PLANT

81

OFF'S

TIRE STGE.

FILLG STA.

REST.

W. GENESEE

POST OFFICE & COURT HO.

87

FIRE P.O.

W. ERIE BLVD

MECHANIC

N. FRANKLIN

CLINTON SQ.

SCALE OF FEET
50 0 50 100

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(9533A R)

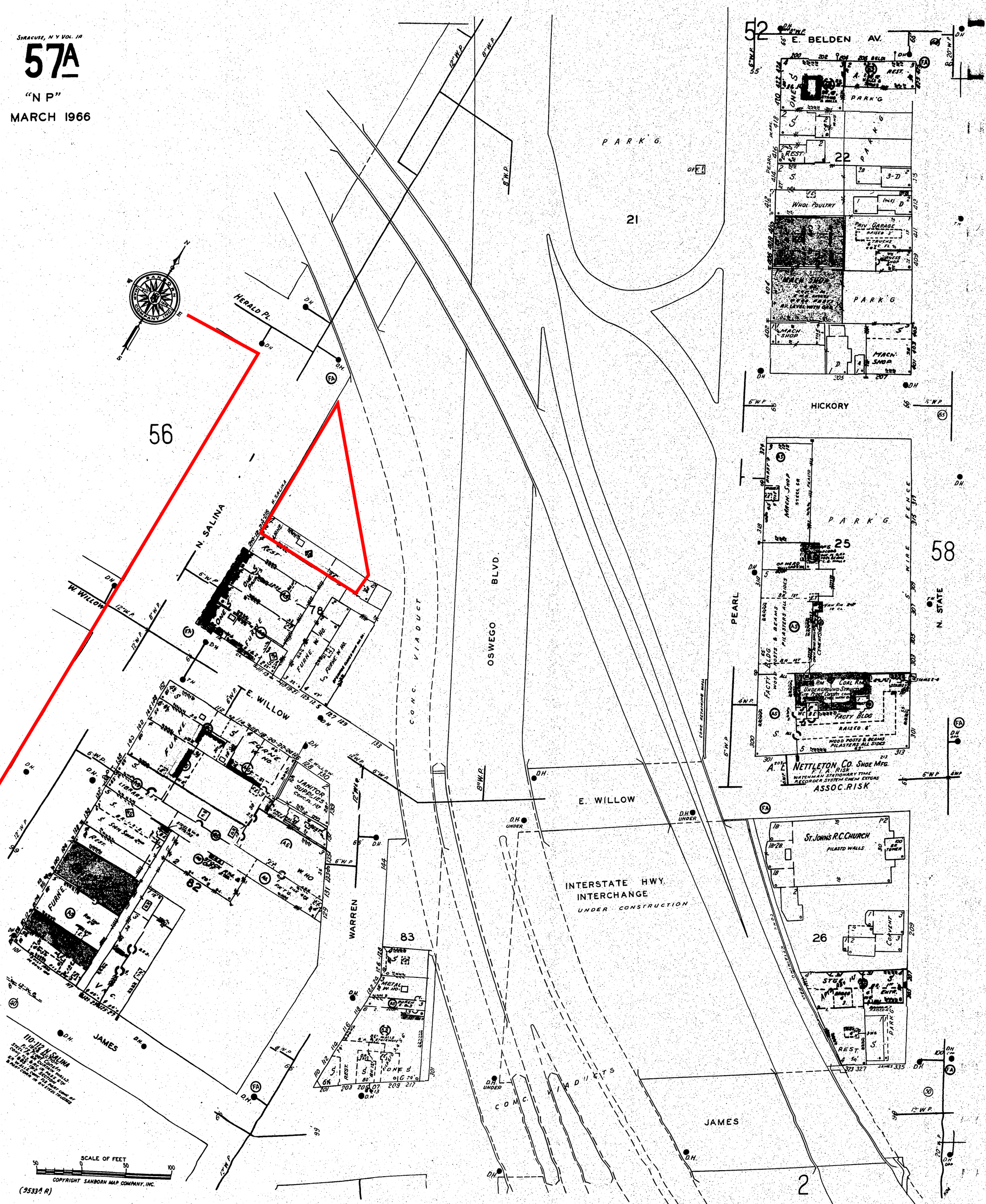
1971

SYRACUSE, N Y VOL. 1A

57A

"N P"

MARCH 1966



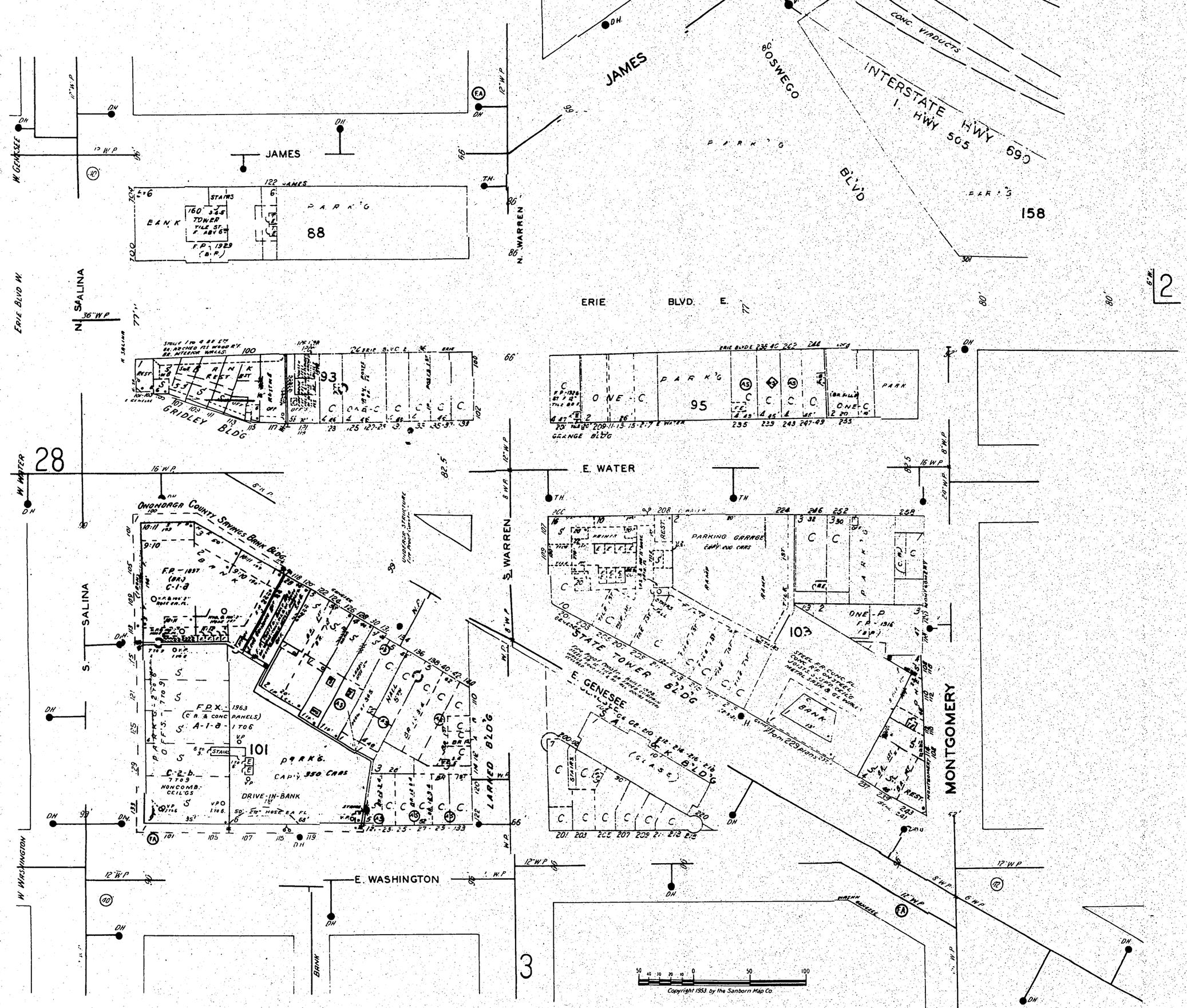
1971

SYRACUSE, N.Y. VOL 1A

1A

(1-VOL.1)





1990

SYRACUSE, N.Y. VOL.1A

28A

"N"

1990

N. CLINTON

56

W. GENESEE

W.P.

CLINTON PARK

SQUARE PARK

JAMES

EERIE BLVD. E.

E. GENESSEE

N. FRANKLIN

ERIE BLVD. W. 77'

92 P A R K'G

C. C. C. C. C.

4 52' 5 50' 4 52'

222 208 200

W. WATER

W. WASHINGTON

W. FAYETTE

RAMP

F. P. (CONC. PANELS)

FEDERAL BLDG. & COURT HO.

FP (CONC. PANELS)

99

100

THE ATRIUM

OFF'S.

FP

(CB.BR.F.)

P A R K'G

107

LINCOLN CENTER

OFF'S.

FP

(C B BR.F.)

186'

OPEN DECK GARAGE

4- DECKS

F. P. - 1956

(C. B.)

106

T. & T.

(C. B. F.)

FRANKLIN

CLINTON

SALINA

E. WASHINGTON

E. FAYETTE

27

30

1

3

SCALE

50' 25' 0 50' 100'

12 6 0 6 12 18 24 30m

SANBORN MAP CO. INC. PELHAM, N.Y. 914-738-1649

1990

SYRACUSE, N.Y. VOL. 1A

56A

"NP"

MARCH 1966

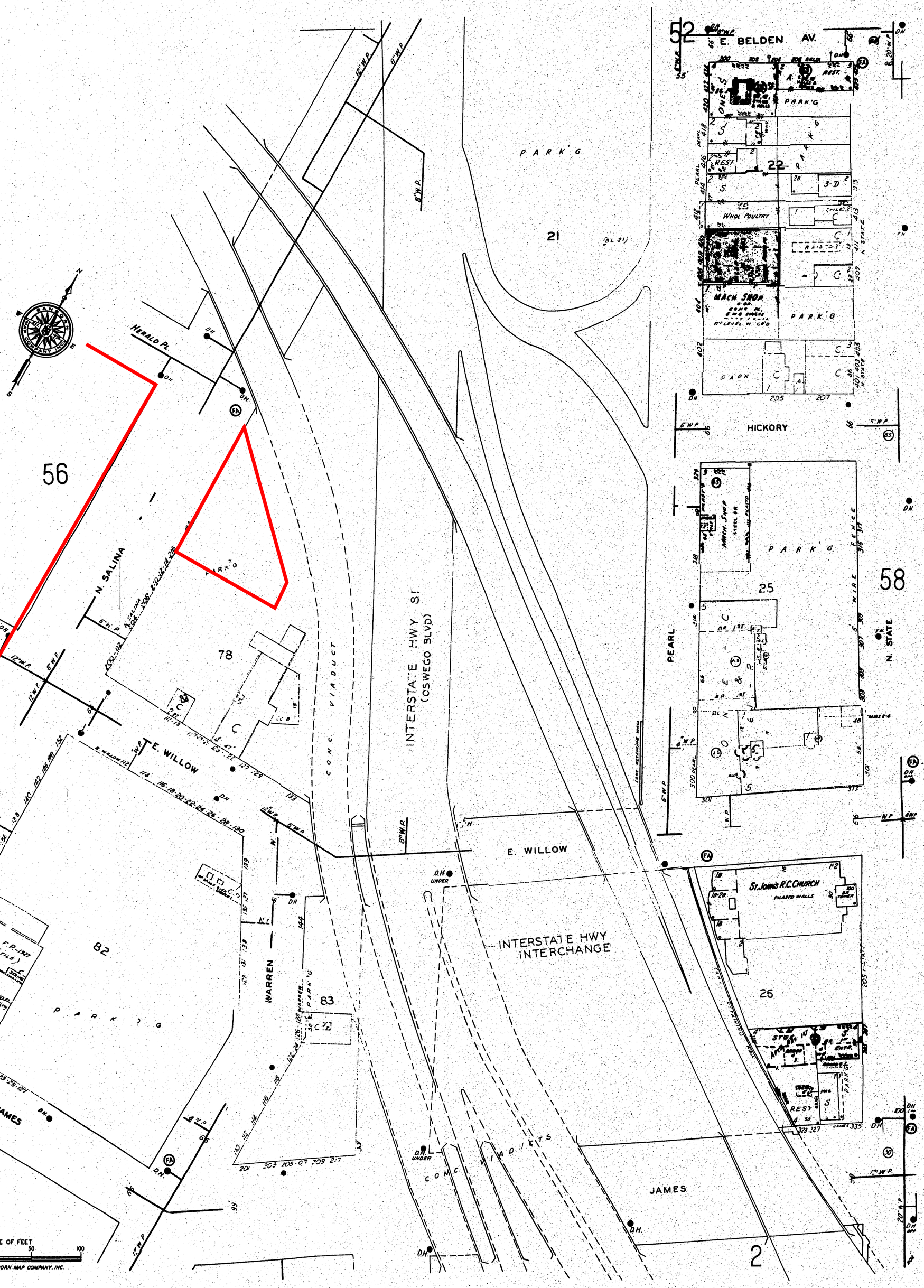
1990

SYRACUSE, N Y VOL. 1A

57A

"N P"

MARCH 1966



1990

10.10 HYDROLOGIC/HYDROGEOLOGIC INFORMATION

LCS, INC.
QUAD/WETLANDS/SOILS/GEOLOGY

PROJECT #: 165707.39
SITE ADDRESS: 101-239 + 214 N. Salina St
OFFICE REVIEWED AT: Syr
DATE REVIEWED: 12/8

USGS QUAD: Syracuse West ELEV.: 396-402 DATE: 73/78
Anticipated groundwater flow: unk
Nearest water body: Onondaga Creek Dist.: ~1100 ft Dir.: West

NYSDEC: # OF DATE:
(indicate if none within 2 miles)
NEAREAST WETLAND: MI: 20 NSEW CLASS 2

USFWS: DATE:
(indicate if none within 2 miles)
NEAREST WETLAND: MI: .02 NSEW CLASS R: Riverine (O. creek)

GEOLOGY: SHEET: Finger Lakes DATE: 1970
CLASS: Akron Dolostone, Cobleskill Limestone, + Salina Group
SUBCLASS: Scc - Cobleskill limestone

SURFICIAL GEOLOGY: SHEET: Finger Lakes DATE: 1986
CLASS: Lsc - Lacustrine silt and Clay

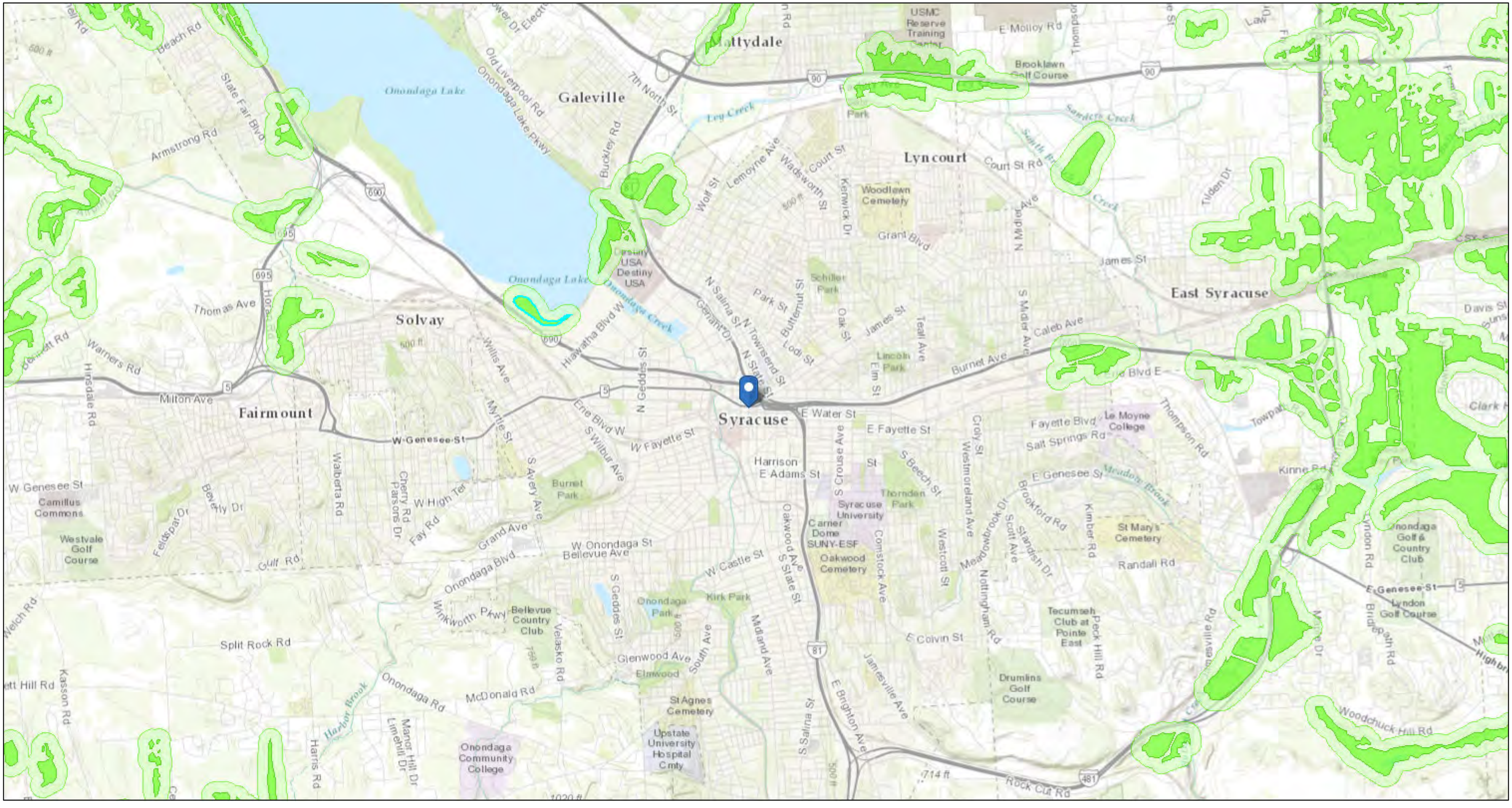
SOILS: SOIL SURVEY (CO.): SHEET #: NY067 DATE:
CLASS: Ub - Urban land HYDRIC NO
CLASS: HYDRIC
CLASS: HYDRIC
CLASS: HYDRIC
CLASS: HYDRIC
CLASS: HYDRIC

RADON: COUNTY NAME: Onondaga VALUE: Basement Average 6.14
TOWN NAME: Syracuse VALUE: 6.81

DRAINAGE BASIN: Major: Seneca-Oneida-Oswego R. Minor: Upper Seneca R.

LEAD IN DRINKING WATER: 90th percentile: 3.6 ug/L
2015 OCWA Water Quality Report

Environmental Resource Mapper



December 14, 2016

1:72,224

0 0.75 1.5 3 mi

0 1.25 2.5 5 km

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetlands



December 14, 2016

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Soil Map—Onondaga County, New York



Map Scale: 1:1,290 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 15 30 60 90

Feet
0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Onondaga County, New York
Survey Area Data: Version 10, Sep 24, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 11, 2013—Aug 24, 2013

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Onondaga County, New York (NY067)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
Ub	Urban land	5.7	100.0%
Totals for Area of Interest		**5.7**	**100.0%**

10.11 USER PROVIDED INFORMATION

LCS was informed that NHW Syracuse LLC maintains no specialized knowledge of environmental concerns at the subject property. As such, NHW Syracuse LLC could not provide useful answers to the ASTM 1527-13 Phase I Environmental Site Assessment User Questionnaire. [As required under 40 CFR 312, only those seeking liability protection under CERCLA must provide the environmental professional certain information and documentation.]

10.12 LIMITATIONS

This **ENVIRONMENTAL SITE ASSESSMENT PHASE I, IN ACCORDANCE WITH ASTM E1527-13,** is based on the SCOPE OF SERVICES contained within this report. This report is not to be considered as an environmental audit of the subject property or a complete environmental investigation of the subject property.

We have prepared this report for the exclusive use of our client. LCS' liability is limited to use by this client for a period of one year. Use by any other party is strictly prohibited except by authorization in writing from this consultant. LCS has no liability for others' use of this report.

The purpose of this assessment is not to proclaim a property is devoid of environmental impact but rather to identify recognized environmental conditions. This is defined by as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to the public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions."

While performance of this Phase I Environmental Site Assessment of the subject property was not intended to constitute all appropriate inquiry for purposes of the CERCLA innocent landowner defense by identifying RECs in connection with the subject property, this assessment (as defined by ASTM) is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a subject property. This assessment does not include any testing or sampling of materials.

This **ENVIRONMENTAL SITE ASSESSMENT PHASE I, IN ACCORDANCE WITH ASTM E1527-13,** makes no warranties nor implies any liability regarding:

1) Site specific practices and/or disposal methods of the past or future owners.

2) The presence of lead containing materials, asbestos, radon and/or environmental impact of such substances on the subject property or buildings and structures on the subject property, other than noted here in.

3) Adjacent property owners, their environmental practices and/or impact of such properties and practices on the subject property other than observed from the subject property.

4) Unreported spills.

5) Practices, waste disposal, environmental concerns and/or modifications to waste site indexes after the date on this report.

6) Site groundwater or soil conditions.

7) Accuracy or completeness of information supplied to LCS by others.

8) Environmental conditions in areas that were not accessible or not otherwise shown to LCS (locked rooms, behind walls or ceilings, etc.).

9) Accuracy of previous studies provided to LCS.

10.12 LIMITATIONS (continued)

This report is also subject to any and all limitations defined within ASTM E1527-13. This includes, but is not limited to, the limitation that this report is intended to identify environmental conditions at a specific time and the report is only valid for a period of six months from the date of issuance. According to ASTM, asphalt pavement is considered a limitation.

The principles defined within ASTM E1527-13, and followed within this study, include the following.

- This practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property.
- All appropriate inquiry does not mean an exhaustive assessment of a clean property. One of the purposes of this practice is to identify a balance between limiting costs/time and the reduction of uncertainty about unknown conditions.
- The level of inquiry is variable and depends on the type of property, risk level of the user and information developed in the course of the inquiry.
- Subsequent environmental assessments should not be used as standards to evaluate the appropriateness of prior inquiries based on hindsight, new information or new techniques.

10.13 USER RESPONSIBILITIES

The following information is the responsibility of the user and not of the environmental professional. This information may be provided by the user to the environmental professional for use in the final opinion of the all appropriate inquiry. If the information is not provided by the user, the environmental professional's ability to render such an opinion may be hindered and identified as a data gap.

- Searches for environmental cleanup liens and activity and use limitations against the subject property that are filed or recorded under any federal, tribal, state or local law, as required by 40 CFR section 312.25 and 312.26.
- Assessments of any specialized knowledge or experience on the part of the landowner, as required by 40 CFR section 312.28.
- An assessment of the relationship of the purchase price to the fair market value of the subject property, if the property was not contaminated, as required by 40 CFR 312.29.
- An assessment of commonly known or reasonably ascertainable information about the subject property, as required by 40 CFR section 312.30.
- The degree of obviousness of the presence or likely presence of releases or threatened releases at the property, and the ability to detect the releases by appropriate investigations, as required by 40 CFR section 312.31.

In addition, there are other requirements within 40 CFR 312 of the user post-purchase regarding maintaining use limitations, providing access for studies from off-site sources and other matters. The user should review these requirements, which depend on the specific liability protection that may apply to the use.

10.14 USER PROTECTIONS

Persons claiming the liability protections under CERCLA must meet the statutory requirements of one of the following landowner liability protections. [It should be noted that the user must also satisfy certain continuing obligations outside the scope of this Phase I Environmental Assessment, as required by CERCLA].

- The innocent landowner defense pursuant to CERCLA Sections 9601(35) and 9607(b)(3).
- The bona fide prospective purchaser liability protection pursuant to CERCLA Sections 101(40) and 9607(r).
- The contiguous property owner liability protection pursuant to CERCLA Section 9607(q).

11.0 PERSONNEL QUALIFICATIONS

Name: **Thomas Duffy**
Title: Chief Executive Officer
Years with firm: Eighteen
Education: Bachelors of Arts, St. Bonaventure University, Olean, New York

Certifications: Lead Inspector
New York State Department of Labor Asbestos Project Monitor, Inspector and Air Sampling Technician
Steel Structures Painting Council (SSPC) QP-1 Certified for removal of lead paint on complex steel structures
ASTM Conference on Environmental Site Assessments for Property Transfer

Experience: Mr. Duffy is currently the Chief Executive Officer of operations and is responsible for the oversight of all systems and operations, including research, development and implementation of such systems company-wide, as well as marketing and client retention in the Albany/Hudson Valley/NYC regions. Mr. Duffy's previous positions within LCS include Buffalo General Manager, Syracuse General Manager and Regional Manager for Albany, Hudson Valley and New York City.

Mr. Duffy is a graduate of St. Bonaventure University with a Bachelors of Arts in Communications. Over the past eight years, Mr. Duffy has been involved in all aspects of environmental field projects throughout New York State.

He has provided services to clients including the closure of gasoline stations, closure of past industrial dumping grounds, Sewer System Evaluation Surveys, demolition and remediation projects and soil and water sampling.

While with LCS, Mr. Duffy has conducted nearly 800 Phase I and Transaction Screen Environmental Site Assessments, and has participated as a team leader on asbestos inspections and lead-based paint surveys. In addition, he is knowledgeable in environmental laws.

Name: **Benjamin F. Bremer**
Title: President
Years with Firm: Seventeen
Education: Bachelors of Science degree in Environmental Studies, State University of New York at Buffalo, Buffalo, New York

Certifications: ASTM Conference on Environmental Site Assessments for Property Transfer
HAZWOPER
Environmental Professional
Risk Management Association Board Member

Experience: Mr. Bremer is currently President of LCS. As President, duties include the maintenance and development of both new and existing clients nationwide, as well as oversight of the overall operations of LCS. Mr. Bremer is also highly involved in developing new products and programs.

While with LCS, Mr. Bremer has conducted or been involved in thousands of Environmental Site Assessments, valuation and construction projects. This includes site reconnaissance, data review and report preparation. Mr. Bremer has completed field studies nationwide. The field investigations Mr. Bremer has been involved in include small gasoline stations to large scale industrial facilities. Mr. Bremer specializes in finding creative and practical solutions when risk is identified.

While an Environmental Scientist with LCS, Mr. Bremer's has also been involved in hundreds of intrusive investigations and remediation projects. Such investigations have included gasoline stations, dry cleaning facilities, motor repair facilities and industrial facilities. Mr. Bremer's hands-on experience has included soil sampling, groundwater monitoring well preparation and sampling, environmental drilling, underground storage tank removals, remediation projects, project management, data review and report preparation.

While studying at SUNY at Buffalo, Mr. Bremer interned at Wastestream Technology, Inc. where he was involved in testing soil and water extractions for potential pollutants. His experience in the lab primarily dealt with metal extractions, while also being introduced to volatile organic compounds, semi-volatile organic compounds, pesticides and herbicides analysis.

Name: **Margaret Mary Battin**
Title: Chief Operating Officer
Years with Firm: Fourteen
Education: Bachelor of Science Degree in Biology, Cornell University, Ithaca, New York

Certifications: ASTM Conference on Environmental Site Assessments for Property Transfer
Underground Storage Tank Removal Technician
HAZWOPER Training
Environmental Professional
Instructor, Environmental Health and Safety Issues, BOMI International

Experience: Ms. Battin is currently the Chief Operating Officer of LCS, Inc. Her current role involves overall business management, business development, supervision of Regional General Managers and Sr. Vice Presidents, and assessment of various environmental due diligence requirements and environmental risk for various financial institutions. Ms. Battin's previous positions within LCS include General Manager of the Mid- Atlantic Region and Senior Vice President of Operations.

Ms. Battin has over twenty-six years of experience in various aspects of the environmental field including environmental management, compliance, research and site investigation. Ms. Battin has acted as a liaison between property owners, and governmental and financial agencies. She was previously a partner and Vice President of an environmental consulting firm in the Chesapeake Bay Region.

Ms. Battin has conducted and reviewed over 7000 Phase I and Transaction Screen Environmental Site Assessments, environmental compliance and research projects, as well as conducted and managed numerous Phase II and Phase III projects including hydrogeologic investigations, storage tank management and underground storage tank (UST) removal and closure projects, Resource Conservation and Recovery Act (RCRA) monitoring, assessment and reporting, groundwater monitoring well installation and monitoring, landfill delineation projects, and site characterization and remedial design projects.

Name:	**Mary Beth Facklam**
Title:	Senior Vice President, Due Diligence Services Environmental Professional
Years with Firm:	Sixteen
Education:	Master's Degree in Science Education, State University of New York at Buffalo, Buffalo, New York Bachelor of Arts, Geology and Anthropology, University of Rochester, Rochester, New York
Affiliations:	American Society of Testing and Materials; National Association of Professional Women

Experience: Ms. Facklam is currently Senior Vice President of Environmental Due Diligence Services. She is responsible for the management, preparation and/or review of environmental reports prepared by LCS, as well as the completion of third-party report reviews for lenders.

Prior to joining LCS, Ms. Facklam held a position with a local environmental consulting firm where she performed various duties as Geologist and Environmental Specialist.

Ms. Facklam has conducted over 500 Phase I Environmental Site Assessments of commercial properties, including automotive dealerships, office buildings and apartment complexes. In addition, she maintained databases for environmental information, coordinated operations for drilling and environmental fieldwork, classified soil and rock samples, performed physical laboratory soil testing and wrote final reports.

While at LCS, Ms. Facklam has been involved with over 5,000 Environmental Site Assessments. In addition, she is knowledgeable in environmental laws.

Name:	**David Crandall**
Title:	Vice President, Environmental and Due Diligence Services
Years with Firm:	Six
Total years:	12
Years with Education:	Bachelor of Science, Environmental Studies Policy and Management, Cum Laude, State University of New York College of Environmental Science and Forestry, Syracuse, New York
Certifications:	ASTM Conference on Environmental Site Assessments for Property Transfer OSHA HAZWOPER 40-Hour Course/8-Hour Refresher OSHA 8-Hour HAZWOPER Supervisor Environmental Professional

Experience:

Mr. Crandall is currently Vice President, Environmental and Due Diligence Services at LCS. He is responsible for the review and issuance of Phase I, Transaction Screen, and EA Quick reports and Phase II Investigation, Remedial Action, and Brownfield/Voluntary Cleanup Program scoping, costing, performance, and reporting. As part of his role in the review of LCS reports, Mr. Crandall provides senior review services for previous studies and environmental reports completed by others in order to verify whether such previous reports have addressed on-site concerns. Furthermore, Mr. Crandall performs various functions in association with the review of environmental reports prepared by other environmental firms. This includes the evaluation of previous Phase I reports and subsurface investigation and remediation reports, with a focus on the applicability of such work in accordance with clients' needs. To date, Mr. Crandall has been involved in several hundred such reviews, ranging from undeveloped land and small commercial properties to large-scale industrial sites with varying complexity of completed investigation and remediation work.

Mr. Crandall has over ten years of experience in environmental consulting. During his time with LCS, he has been involved in thousands of EA Quicks, Transaction Screens, and Phase I Environmental Site Assessments. Mr. Crandall has also been involved in numerous Phase II Investigations and remedial projects including soil excavations, *in-situ* remediation activities, and UST and in-ground hydraulic lift closures.

In five-plus years with an international environmental consulting firm, Mr. Crandall was responsible for Remedial Investigations, Feasibility Studies, and Remedial Actions for Federal, State, and commercial clients. He was responsible for developing scopes of work and costing for projects, performing soil and groundwater sampling, groundwater well installations, soil vapor and vapor intrusion assessments, and for the preparation of summary reports along with developing recommendations for future work. Mr. Crandall was also responsible for performing contractor oversight during remedial actions and developing post remedial action Site Management Plans.

While studying at SUNY-ESF, Mr. Crandall focused on environmental law, policy, and sciences, developing a strong wealth of knowledge in the environmental field.

Name:	**Heather J. Lamb**
Title:	Senior Reviewer, Due Diligence Services
Years with Firm:	Fourteen
Education:	Bachelors of Science degree in Environmental Science, State University of New York at Fredonia, Fredonia, New York
Certifications:	ASTM Conference on Environmental Site Assessments for Property Transfer
Experience:	Currently, Ms. Lamb is an Environmental Professional and Senior Reviewer of Due Diligence Services for LCS. While at LCS, Ms. Lamb has been involved with over 15,000 Transaction Screen and Phase I Environmental Site Assessments. Her duties include performing site inspections, data collection, report preparation and review of final reports as well as supervision and management of report writers. While attending SUNY Fredonia, Ms. Lamb was involved with research for the State of the Lake Report for Chautauqua Lake. Her research involved sampling and testing of rainwater for such atmospheric pollutants as nitrous oxides and total phosphorous load. Additionally, Ms. Lamb spent a summer in China researching the effects of biogenic silica on marine life in addition to researching the exchange of nutrients between sediment and water and the chemical method of wet alkaline extraction. Her research involved testing sediment from the Yellow and Bohai Seas and researching various methods of chemical analyses related to biogenic silica.

Name: **Alan Schenk**
Title: General Manager, New England
Years with Firm: Fourteen
Education: Bachelors of Science degree in Environmental Studies, State University of New York at Buffalo, Buffalo, New York

Certifications: Environmental Professional
New York State Department of Labor Asbestos Inspector
ASTM Conference on Environmental Site Assessments for Property Transfer
40 Hour HAZWOPER
RAD II Radiological Worker

Experience: Mr. Schenk's responsibilities include business management and development, marketing, project budgeting, management of environmental technicians and the production of all reports for the Hudson and New England Regions.

While with LCS, Mr. Schenk has conducted over 1,700 Phase I Environmental Site Assessments and 500 Phase II subsurface studies for municipal and private clients and financial institutions. Subsurface study experience includes soil and groundwater investigations, remedial work, geophysical surveys utilizing magnetometer and ground penetrating radar. Mr. Schenk also works together on the completion and/or management of third-party report reviews/peer reviews to ensure compliance for lenders.

Mr. Schenk has been involved in the inspection of over 500,000 square feet of building space for asbestos materials. He also performs report writing for various environmental testing situations as well as produces CAD drawings for the reports.

In addition, Mr. Schenk is also responsible for coordinating of field operations with clients and utility companies. Mr. Schenk is well versed in all aspects of fieldwork generally consisting of: sampling various media (groundwater, soil, surface water, air, etc.); logging soil borings; completing field paperwork and documenting activities on-site; directing subcontractors, interacting with client representatives and regulatory agencies; and, communicating with project managers and other project related personnel.

Name: **Jeffrey Pacelli**
Title: General Manager, CNY
Years with Firm: Nine
Education: Bachelors of Science degree in Environmental Studies, State University of New York Environmental Science and Forestry at Syracuse, Syracuse, New York (SUNY ESF)

Certifications:
ASTM Environmental Site Assessment for Commercial Real Estate
OSHA 40-Hour HAZWOPER
EPA Lead Risk Assessor and Inspector
NYS/EPA Asbestos Building Inspector
NYS/EPA Asbestos Management Planner
NYS/EPA Asbestos Project Designer
Environmental Professional

Experience:

Mr. Pacelli is currently the General Manager for the Central New York Region. As a GM, duties include the maintenance and development of new and existing clients in the Central New York Region as well as managing the completion of all projects within the area.

In the approximately eight years Mr. Pacelli has been with LCS, he has conducted over 2,520 environmental site assessments throughout the country, including Phase I Environmental Site Assessments and Transaction Screen reports. Mr. Pacelli also has performed over 120 Phase II environmental site assessments and turnkey remediation projects. He has also conducted construction finance inspections on over 100 projects and has completed over 24 property condition assessments. Mr. Pacelli has managed over 50 asbestos and lead projects, ranging from lead in water sampling to acting as an owner's representative for asbestos remediation projects.

Prior to joining LCS, Mr. Pacelli worked for Environmental Compliance Management Corporation, where he conducted asbestos consulting for a multitude of clients, including industries, private companies, and public institutions.

Mr. Pacelli also has a wealth of field and research experience, largely due to his studies at SUNY ESF as well as two year stay in Puerto Rico, where he worked for the U.S. Forest Service, the University of Puerto Rico and SUNY ESF performing independently contracted research.

Name:	**Shane Kessler**
Title:	Environmental Analyst, CNY
Years with Firm:	One
Education:	Bachelors of Science degree in Economics with a concentration in Environmental Management, State University of New York at Cortland, Cortland, NY (SUNY Cortland)
Certifications:	(RedVector, LLC) Green Associate 2013
Experience:	Currently, Mr. Kessler is an Environmental Analyst serving the LCS Central New York Region. Mr. Kessler performs environmental site assessments for EAQuick, Transaction Screens, Phase I and Phase II reports, construction draws, PCA and PIR's including site surveillance, data collection and data review. Prior to joining LCS, Mr. Kessler held a position with the operations division of the NYS Department of Environmental Conversation. While working for the NYSDEC, Mr. Kessler participated in an array of projects including habitat establishment, remediation, and protection, historical preservation, public access development and maintenance, invasive species identification and control, and many other projects with direct environmental considerations. Mr. Kessler's time spent working in the field for the NYSDEC has given him a wealth of knowledge and experience regarding general construction, site layouts and identification of possible problems associated with such sites from an environmental standpoint. He also has extensive experience working on active construction and landscape sites, and has a well-rounded knowledge of such operations, as well as management of the labor and materials involved.

Name:	**Jacquelyn Saniewski**
Title:	Manager, Due Diligence Services Environmental Professional
Years with Firm:	Six
Education:	Bachelors of Science degree in Environmental Science with a minor in Geology, State University of New York at Fredonia, Fredonia, New York

Experience: Currently, Ms. Saniewski is a Manager working in the corporate office of LCS, primarily assigned as technical report writer/reviewer of EAQuick Opinions, Loan Checks, and Loan Check Plus', Transaction Screen, Phase I Environmental Site Assessments. Her duties include report preparation and management of report writers.

While studying at SUNY Fredonia, Ms. Saniewski was involved with various report preparations including an assessment of the Cassadaga Lakes, a Bear Lake Management Plan, and a mock-Environmental Impact Statement for the West Valley Demonstration Project. These reports included the research, data collecting and analyzing at these various locations for the preparation of reports.

12.0 REFERENCES

ERIS, Database Report, Order #20161130088. Report Dated December 2, 2016.

ERIS, Fire Insurance Map Research Results, Order #20161130088. Report Dated December 2, 2016.

ERIS, Historical Directory Report, Report ID 20161130088. Report Dated December 2, 2016.

www.google.com/earth/

www.real-info.com

www.historicaerials.com

http://www.health.state.ny.us/environmental/radiological/radon/towns.htm

http://www.nysm.nysed.gov/gis/

http://www.dec.ny.gov/chemical/8437.html

City of Syracuse Department of Water 2015 Water Quality Report

13.0 ACRONYMS/ABBREVIATIONS

ACM	Asbestos-Containing Materials
AIRS	Aerometric Information Retrieval System
AST	Aboveground Storage Tank
ASTM	American Society for Testing and Materials
CBS	Chemical Bulk Storage
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System
CESQG	Conditionally Exempt Small Quantity Generator
CORRACTS	Corrective Action
ERIS	Environmental Risk Information Service, Ltd.
ERNS	Emergency Response and Notification System
FINDS	Facility Index System
FIS	Facility Information System
FOIA	Freedom of Information Act
FOIL	Freedom of Information Law
FWM	Freshwater Wetlands Map
ICIS	Integrated Compliance Information System
LCS	Lender Consulting Services, Inc.
LQG	Large Quantity Generator
LTANK	Leaking Tank
LUST	Leaking Underground Storage Tank
MOSF	Major Oil Storage Facility
MSDS	Material Data Safety Sheets
mVOC	Microbial Volatile Organic Compound
N/A	Not Available, Not Applicable
NFRAP	No Further Remedial Action Planned
NPDES	National Pollution Discharge Elimination System
NPL	National Priorities List (“Superfund”)
NRCS	Natural Resource Conservation Service (by County)
NWI	National Wetlands Inventory
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
PBS	Petroleum Bulk Storage
PCB	Polychlorinated Biphenyl
PCi/L	Pico Curies per Liter
PEC	Potential Environmental Concern
RCRA	Resource Conservation and Recovery Act
RCRIS	Resource Conservation and Recovery Information System
REC	Recognized Environmental Condition
SPDES	State Pollution Discharge Elimination System
SQG	Small Quantity Generator
TSDF	Treatment, Storage and Disposal Facility
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency
USFWS	United State Fish and Wildlife Service
USGS	United States Geological Survey
UST	Underground Storage Tanks
VCP	Voluntary Cleanup Program

LCS INC.
Environmental and Real Estate Consultants

Lender Consulting Services, Inc.
Corporate Headquarters
Waterfront Village
40 La Riviere Drive Suite 120
Buffalo, New York 14202

Tel: 800.474.6802
716.845.6145
Fax: 716.845.6164
lenderconsulting.com

February 23, 2017

NHW Syracuse, LLC
c/o Chuck Wallace
One Webster's Landing
Syracuse, New York 13202

RE: Addendum #1 to ASTM E1527-13 Phase I Environmental Site Assessment (ESA) for Commercial Property (Post Standard Building)
101-239 and 214-216 Salina Street North (aka 101-125 Herald Place, 100-130 Clinton Square, and 212-320 North Clinton Street)
Syracuse, New York 13202

LCS Project No. 16S7075.39 (Related to 17S910.22)

On December 30, 2016, LCS issued the above-referenced Phase I ESA which identified the following recognized environmental conditions (RECs) warranting further investigation:

- The subject property has been utilized as a newspaper publishing plant/printing facility since 1970.
- On-site operations currently include industrial printing. Various new and waste printing inks, lubricants, cleaners, and other chemicals were noted in many containers of 55-gallons or less throughout the structure, including the basement. Many of these materials/containers were stored on secondary containment systems; however, some drums were noted stored on a metal grate in the basement; the discharge point of the grate was unknown to the site contact. Some staining was noted to concrete floors and walls in the areas of these materials and machinery.
- Past uses of the subject property included tin shops (eastern parcel) in at least 1892-1911, an industrial building (at least 1911), a paper box factory (at least 1938-1961), furniture repair (at least 1950-1968), and clothing factories (at least 1911).
- According to Sanborn Fire Insurance Maps, two gasoline tanks were located in the central portion of the property from at least 1950 through at least 1968. [These tanks appear to have been located in an area beneath the northern addition to the subject structure.]
- According to the regulatory database report, the subject property was identified as an underground storage tank (UST) facility (Petroleum Bulk Storage Site Number 7-459321) with two 10,000-gallon gasoline USTs installed in December 1973 and closed-removed in July 1998; no tank closure documentation was available. One 10,000-gallon empty UST was installed in July 1998 and is listed as closed-removed in September 2000. Two additional USTs (one 1,000-gallon and 500-gallon capacities) are registered for the subject property and are listed as "closed-removed" on September 22, 2000.

Subsequent to issuing the Phase I ESA, Lender Consulting Services, Inc. (LCS) was provided documentation by the property owner and the City of Syracuse pertaining to USTs associated with the subject property. The following is a summary of the review of relevant documentation:

- Plumley Engineering, P.C. issued a "Petroleum Storage Tank Closure Program" report on December 7, 2000 for New York State Department of Environmental Conservation (NYSDEC) Spill Number 00-07349. Through that report, the following was identified:
  - On September 26, 2000, one 1,000-gallon UST and one 550-gallon UST were encountered during the construction of a new addition on the north side of the existing building. The tanks were cleaned and removed from the site. The tank excavation, concurrent with excavation for

the new addition, terminated at 18 feet below ground surface. No groundwater was encountered during the investigation. A total of 576 gallons of petroleum-impacted water and 155 tons of petroleum-contaminated soil was removed and disposed of in approved off-site facilities. [The two USTs were encountered in the location of the tanks identified on Sanborn Fire Insurance maps.]
    - Confirmatory soil samples from the sidewalls and bottom of the excavation were submitted for laboratory analysis. Based on the analysis, two petroleum compounds in the bottom sample were identified at, or slightly above, regulatory criteria.
    - On February 21, 2001, the NYSDEC issued a spill closure letter for NYSDEC Spill Number 00-07349 as "closed, not meeting standards" based on a review of the above report and the impacted soil remaining on-site.
- Documentation received from the City of Syracuse on January 26, 2017 through a Freedom of Information Law (FOIL) Request identified the following:
    - The property owner filed a permit for the removal of a 10,000-gallon UST on September 12, 2000. The permit indicated the tank was "never filled or used."
    - The property owner filed a permit for the installation of a 10,000-gallon gasoline UST and product piping on October 26, 2001. No additional information was available.

Based on a review of the above documentation, LCS notes the following:

- No further investigation is warranted relative to the 1,000-gallon and 500-gallon USTs (registered tank numbers 004 and 005) associated with NYSDEC Spill Number 00-07349.
- Based on the age of the 10,000-gallon UST removed in 2000 (tank number 003), its proximity to the northern building addition, and the fact that it was reportedly never filled with product or used, the associated environmental risk is reduced and no further work is warranted at this time.

However, unless sufficient information is provided, additional investigation remains warranted relative to the two 10,000-gallon USTs (tank numbers 001 and 002) removed in 1998, the 10,000-gallon UST reportedly installed in 2001, the historic industrial uses of the property, and the on-site industrial printing operations.

All other recommendations found within the Phase I ESA, dated December 30, 2016, remain unchanged.

Should you have any questions relative to this report, please do not hesitate to contact our office.

Sincerely yours,



Jeff Pacelli
Senior Project Manager

13

CLOSING RECEIPT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
LEASE/SUBLEASE TRANSACTION
101 NORTH SALINA ST, LLC – THE POST APARTMENTS PROJECT

CLOSING RECEIPT executed May 16, 2025 by the City of Syracuse Industrial Development Agency (the "***Agency***") and **101 NORTH SALINA ST, LLC** (the "***Company***") in connection with a certain project (the "***Project***") consisting of: (A)(i) the acquisition/continuation of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior mechanical and structural upgrades and the construction or installation of various amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage, and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

W I T N E S S E T H :

(1) The Agency has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party, and acknowledges receipt from the Company of its administrative fee.

(2) The Company has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party. The Company acknowledges that it is responsible for remitting, at closing, all of the Agency's legal fees associated with the Project and the Company Documents to date.

(Signature page to Closing Receipt)

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

(Signature page to Closing Receipt)

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
City of Syracuse Industrial Development Agency			3102-2503
Street address			Telephone number
One Park Place, 300 South State Street, Suite 700			(315) 448-8100
City	State	ZIP code	Email address *(optional)*
Syracuse	NY	13202	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☒	Employer identification or Social Security number
101 North Salina St, LLC				8[redacted]
Street address			Telephone number	Primary operator or agent?
101 North Salina Street, Suite 100			(315) 744-0714	Yes ☒ No ☐
City	State	ZIP code	Email address (optional)	
Syracuse	NY	13202		

Project information

Name of project			
101 North Salina St, LLC - The Post Apartments Project			
Street address of project site			
101-239 North Salina Street			
City	State	ZIP code	Email address (optional)
Syracuse	NY	13202	

Purpose of project

Other - commercial

Description of goods and services intended to be exempted from New York State and local sales and use taxes

Building materials, equipment, fixtures and furnishings installed in and around the Project Facility

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project:
050125	083126	☐

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	Estimated value of New York State and local sales and use tax exemption provided:
8,100,000.00	648,000.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title		
Eric Ennis	Executive Director		
Signature		Date	Telephone number
		5/8/25	(315) 448-8100

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
City of Syracuse Industrial Development Agency			3102-2503
Street address			Telephone number
One Park Place, 300 South State Street, Suite 700			(315) 448-8100
City	State	ZIP code	Email address *(optional)*
Syracuse	NY	13202	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☒	Employer identification or Social Security number
VIP Structures, Inc.				16-1269096
Street address			Telephone number	Primary operator or agent?
101 North Salina Street, Suite 100			(315) 471-5338	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Syracuse	NY	13202		

Project information

Name of project			
101 North Salina St, LLC - The Post Apartments Project			
Street address of project site			
101-239 North Salina Street			
City	State	ZIP code	Email address (optional)
Syracuse	NY	13202	

Purpose of project

Other - commercial

Description of goods and services intended to be exempted from New York State and local sales and use taxes

Building materials, equipment, fixtures and furnishings installed in and around the Project Facility

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project:
051625	083126	☐

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	Estimated value of New York State and local sales and use tax exemption provided:
8,100,000.00	648,000.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title		
Eric Ennis	Executive Director		
Signature		Date	Telephone number
		5/19/25	(315) 448-8100

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

May 21, 2025

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
9589 0710 5270 1985 3918 90

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

Re: IDA Appointment of Project Operator or Agent for Sales Tax Purposes
City of Syracuse Industrial Development Agency Appointment of Sub-Agent
101 North Salina St, LLC – The Post Apartments Project
IDA Project No. 3102-2503

Dear Ladies and Gentlemen:

Enclosed for filing on behalf of the City of Syracuse Industrial Development Agency, please find a form ST-60 in connection with the appointment by the IDA of **101 North Salina St, LLC and VIP Structures, Inc.** as its agents for sales tax purposes in connection with the IDA project identified therein.

Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,

Susan R. Katzoff

Susan R. Katzoff

SRK:llm
Enclosures

7551966.1

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

9590 9402 9048 4122 5463 93

2. Article Number (Transfer from service label)

9589 0710 5270 1985 3918 90

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Address

B. Received by (Printed Name) C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ALBANY, NY 12227

MAY 28 2025

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ ct on Delivery
- ☐ ct on Delivery Restricted Delivery
- ☐ d Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restric Delivery
- ☐ Signature Confirmatior
- ☐ Signature Confirmatior Restricted Delivery

9589 0710 5270 1985 3918 90

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Cayuga-05 LLM

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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

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$

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Street and

City, State, ZIP+4

FEDERAL POSTAGE OFFICE Postmark Here
MAY 2025
SYRACUSE NY 13261

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

June 29, 2021

VIA E-MAIL

101 North Salina St, LLC
One Webster's Landing
Syracuse, New York 13202
Attn: David Nutting

Re: City of Syracuse Industrial Development Agency
101 North Salina St, LLC - The Post Project

Dear Mr. Nutting:

As you know, 101 North Salina St, LLC (the "***Company***") submitted an application to the City of Syracuse Industrial Development Agency (the "***Agency***") on or about May 7, 2021 (the "***Application***"), requesting the Agency consider undertaking a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the

sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Agency is governed by the New York State General Municipal Law which, effective June 15, 2016, requires, pursuant to Section 859-a, among other things, that each project applicant affirm, *under penalty of perjury*, the estimated amount of benefits requested from the Agency.

To that end, attached hereto at **Exhibit "A"**, please find a PILOT benefit schedule reflecting the estimated real property tax benefits related to the Project, including an estimated savings valuation totaling $1,971,466.06 to be realized by the Company over the fifteen (15) year term of the payment in lieu of taxes ("***PILOT***") agreement requested by the Company.

In addition, it has been estimated and confirmed by the Company within its Application for Financial Assistance that: (i) the purchase of goods and services relating to the Project, and subject to New York State and local sales and use taxes, are estimated to cost an amount up to $5,443,600 and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed $435,488; and (ii) the mortgage recording tax exemption approved by the Agency shall be approximately $112,500 based upon the Company's application.

Before the Agency can confer the Financial Assistance, the Agency needs to receive back the signature of the Company on the affirmation below.

To that end, please review the foregoing and the enclosed PILOT Benefit Schedule. Unless you have any questions, please execute the verification below and have it notarized where indicated and return same to my attention such that it is received on or before **June 30, 2021.**

Please feel free to contact me with any questions.

Very truly yours,

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Judith DeLaney, Executive Director

Enclosure

VERIFICATION

STATE OF NEW YORK }
COUNTY OF ONONDAGA } ss.:

DAVID NUTTING, deposes and says that: (i) he is the Managing Manager of 101 North Salina St, LLC; (ii) he has the authority to bind the Company; (iii) he has read the foregoing letter outlining the Financial Assistance approved for the Project, including but not limited to the attached PILOT Benefit Schedule, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete, as subscribed and affirmed under the penalties of perjury.

David Nutting

Sworn to before me this
29th day of June, 2021.

Notary Public

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2024

EXHIBIT A

PILOT BENEFIT SCHEDULE

Comparison	
Estimated 15 year Taxes w/o PILOT benefit	$5,129,133.70
Estimated 15 year PILOT Payments	$3,157,667.64
Estimated 15 year PILOT Savings	$1,971,466.06

City of Syracuse
Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, NY 13202
Tel (315) 448-8100

February 24, 2025

VIA E-MAIL

101 North Salina St, LLC
101 North Salina Street, Suite 100
Syracuse, New York 13202
Attn: Charles Wallace, Jr.

Re: City of Syracuse Industrial Development Agency
101 North Salina St, LLC -The Post Apartments Project

Dear Chuck:

As you know, 101 North Salina St, LLC (the "***Company***") submitted an application dated on or about October 17, 2024 (the "***Application***") to the City of Syracuse Industrial Development Agency (the "***Agency***"), requesting the Agency consider undertaking a project (the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Agency is governed by the New York State General Municipal Law which, effective June 15, 2016, requires, pursuant to Section 859-a, among other things, that each project applicant affirm, *under penalty of perjury*, the estimated amount of benefits requested from the Agency.

To that end, attached hereto at **Exhibit "A"**, please find a PILOT benefit schedule reflecting the estimated real property tax benefits related to the Project, including an estimated savings valuation totaling **$2,284,144.72** to be realized by the Company over the term of the payment in lieu of taxes ("***PILOT***") agreement requested by the Company.

In addition, it has been estimated and confirmed by the Company within its Application for Financial Assistance that: (i) the purchase of goods and services relating to the Project, and subject to New York State and local sales and use taxes, are estimated to cost an amount up to **$8,100,000** and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **$648,000**; and (ii) the mortgage recording tax exemption approved by the Agency shall be approximately **$98,968** based upon the Company's estimation in its Application that the principal amount of the mortgage on the Project will be approximately **$13,195,745.**

Before the Agency can confer the Financial Assistance, the Agency needs to receive back the signature of the Company on the affirmation below.

To that end, please review the foregoing and the enclosed PILOT Benefit Schedule. Unless you have any questions, please execute the verification below and have it notarized where indicated and return same to my attention by close of business today. This letter shall be deemed to be part of your Application.

Please feel free to contact me with any questions.

Very truly yours,

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

Enclosure

VERIFICATION

STATE OF NEW YORK }
COUNTY OF ONONDAGA } ss.:

Charles C. Wallace Jr. deposes and says that: (i) he is the Member of 101 North Salina St, LLC; (ii) he has the authority to bind the Company; (iii) he has read the foregoing letter outlining the Financial Assistance approved for the Project, including but not limited to the attached PILOT Benefit Schedule, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete and incorporates same into the Application. All of the foregoing is subscribed and affirmed under the penalties of perjury.

Sworn to before me this
24 day of February, 2025.

Notary Public

JOANNE E. GETMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GE6315146
Qualified in Onondaga County
Commission Expires November 17 2026

EXHIBIT A

10 YEAR PILOT ABATEMENT SCHEDULE

Comparison	
Estimated 10-year Regular Taxes	$3,109,575.30
Estimated 10-year PILOT Payments	$825,430.58
Estimated 10-year Savings	$2,284,144.72

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

101 NORTH SALINA ST, LLC

AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: May 1, 2025

101 North Salina St, LLC

Federal Tax ID #: [redacted]

THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT, (the "***PILOT Agreement***") dated and effective as of May 1, 2025 (the "***Effective Date***"), amends and restates in its entirety, as of the effective date hereof, that certain Payment in Lieu of Tax Agreement dated as of December 1, 2021, as previously amended pursuant to a First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original PILOT Agreement***"), each by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "***Agency***"), having an office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 and **101 NORTH SALINA ST, LLC**, a limited liability company organized under the laws of the State of New York, authorized in the State of New York, with offices at 101 North Salina Street, Suite 100, Syracuse, New York 13202 (hereinafter referred to as the "***Company***").

W I T N E S S E T H:

WHEREAS, the New York State Industrial Development Agency Act, being Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended (hereinafter referred to as the "***Enabling Act***") authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among others, manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to issue its bonds or notes for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds or notes, to mortgage any or all of its facilities and to pledge the revenues and receipts therefrom to the payment of such bonds or notes; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 641 of the 1979 Laws of the State of New York, as amended (said chapter and the Enabling Act being hereinafter collectively referred to as the "***Act***") created the Agency for the benefit of the City of Syracuse (hereinafter referred to as the "***Municipality***") and the inhabitants thereof; and

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 200,000 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately

35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 1 Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Phase 1 Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution dated February 25, 2025 agreed, at the request of the Company to undertake the second phase of the project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Phase 2 Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, for purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be

collectively referred to as the "***Financial Assistance***"; and

WHEREAS, the Agency will obtain and/or retain an interest in the Land and Facility from the Company, the current owner of the Land and the Facility, which previously leased the Land and the Facility to the Agency pursuant to a company lease agreement dated as of December 1, 2021, as amended by that certain First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original Company Lease***"), as further amended and restated pursuant to that certain amended and restated company lease agreement dated as of May 1, 2025 (collectively, with the Original Company Lease, the "***Company Lease***"), all by and among the Company and the Agency; and

WHEREAS, the Agency has or will obtain an interest in the Equipment pursuant to one or more bills of sale dated as of December 1, 2021 and as of May 1, 2025 from the Company (collectively, the "***Bill of Sale***"), and the Agency subleased the Project Facility back to the Company pursuant to that certain agency lease agreement dated as of December 1, 2021, as amended by that certain First Amendment to Company Documents dated as of February 22, 2023 (collectively, the "***Original Agency Lease***"), as further amended and restated pursuant to that certain amended and restated agency lease agreement dated as of May 1, 2025 (collectively, with the Original Agency Lease, the "***Agency Lease***"), all by and between the Company and the Agency (the Company Lease, the Bill of Sale and the Agency Lease are hereinafter collectively referred to as the "***Lease Agreements***"); and

WHEREAS, under the present provisions of the Act, and Section 412-a of the Real Property Tax Law of the State of New York, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, as part of the Phase 1 Financial Assistance, the Agency and the Company entered into the Original PILOT Agreement which contained an abatement schedule for the Phase 1 Project. As part of the Phase 2 Financial Assistance, at the Company's request, the Agency agreed to amend the Original PILOT Agreement and the associated abatement schedule set forth at Exhibit A to the Original PILOT Agreement to provide for additional tax abatements related to the Phase 2 Project improvements as set forth in this PILOT Agreement. The amended PILOT abatement schedule reflecting payments for both the Phase 1 Project and the Phase 2 Project is attached hereto at ***Exhibit "A"*** (the "***Amended Abatement Schedule***"). The abatement period for the Phase 1 Project has not changed in duration. The duration of the Phase 2 Project abatement schedule is ten (10) years.

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.00 Recitals.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

Section 1.01. Representations and Warranties by Agency

The Agency does hereby represent and warrant as follows:

(a) Existence and Power. The Agency has been duly established under the provisions of the Act and has the power to enter into the transactions contemplated by this PILOT Agreement and to carry out its obligations hereunder.

(b) Intentions. The Agency intends to acquire a leasehold interest in the Project Facility from the Company and to sublease the Project Facility back to the Company, all pursuant to the provisions of the Lease Agreements.

(c) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State of New York to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this PILOT Agreement and the consummation of the transactions herein contemplated.

(d) Validity. The Agency is not prohibited from entering into this PILOT Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound, and this PILOT Agreement is a legal, valid and binding obligation of the Agency enforceable in accordance with its terms.

Section 1.02. Representations and Warranties by Company

The Company does hereby represent and warrant as follows:

(a) Existence. The Company is a New York limited liability company duly organized, validly existing and in good standing under the laws of the State of New York.

(b) Authorization. The Company is authorized and has the power under the laws of the State of New York to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. The Company has duly authorized the execution, delivery and performance of the Lease Agreements, this PILOT Agreement, and the other Company Documents (as that term is defined in the Agency Lease), and the consummation of the transactions therein and

herein contemplated. The Company is not prohibited from entering into this PILOT Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by (and the execution, delivery and performance of this PILOT Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this PILOT Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Certificate of Formation, Operating Agreement or any other restriction or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement will neither be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, nor result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this PILOT Agreement is a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(c) Title. The Company has valid and marketable fee title to the Project Facility, free and clear of all liens and encumbrances except for Permitted Encumbrances (as defined in the Lease Agreements).

(d) Governmental Consent. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this PILOT Agreement by the Company or as a condition to the validity of this PILOT Agreement.

(e) No Default. There is no uncured event of default existing under the Original PILOT Agreement or any other Company Document with respect to all or any portion of the Project Facility, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

ARTICLE II
COVENANTS AND AGREEMENTS

Section 2.01. Tax-Exempt Status of the Project Facility

(a) Assessment of the Project Facility. Pursuant to the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of ownership or control of the Project Facility by the Agency, and for so long thereafter as the Agency shall own or control the Project Facility, the Project Facility shall be entitled to an exemption upon the first available assessment roll of the Municipality prepared subsequent to the acquisition by the Agency of ownership or control of the Project Facility. The time of commencement of the Agency's exemption shall be controlled by the Municipality's taxable status date, in conformity with Section 412-a of the Real Property Tax Law. The Company will be required to pay to the Municipality all taxes and assessments lawfully levied and/or assessed against the Project Facility, in spite of the Agency's actual ownership or control of the Project Facility, until the Project Facility shall be entitled to exempt status

on the tax roll of the Municipality.

(b) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. The Company will be required at all times to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

Section 2.02. Payments in Lieu of Taxes

(a) Agreement to Make Payments. The Company agrees that it shall make periodic payments in lieu of real property taxes in the amounts hereinafter provided. The said payments due to the Agency hereunder shall be paid by the Company, to the Municipality, on behalf of the Agency, by check made payable to "*Commissioner of Finance*". The Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the pro rata portion of each payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act in proportion to the amount of real property tax and other taxes which would have been received by each affected taxing jurisdiction had the Project not been tax exempt due to the involvement of the Agency in the Project. The obligation of the Company to make the first payment under the Amended Abatement Schedule attached hereto at Exhibit "A", shall commence on July 1, 2025.

(b) Amount of Payments in Lieu of Taxes. Unless otherwise stated, the Company's agreed upon annual payment in lieu of tax hereunder shall be an amount determined by reference to **Exhibit "A"**, attached hereto and made a part hereof. The payments in lieu of tax due, as set forth in **Exhibit "A"**, include any real property tax exemptions that might be afforded to the Company if the Project Facility were owned by the Company and not the Agency. As consideration for the benefits conferred on the Company pursuant to this PILOT Agreement, the Company hereby agrees to be bound by any determination by the City of Syracuse Board of Assessment Review resulting from a review of the assessment pertaining to the Project Facility and/or Additional Property throughout the term of this PILOT Agreement. The Company hereby agrees to waive any and all right to challenge or contest in a court of law (a "***Legal Challenge***"), those payments or the basis for those payments due pursuant to **Exhibit "A**." It shall also be an event of default under Article IV of this PILOT Agreement should the Company bring a Legal Challenge on the Project Facility and/or Additional Property. For purposes of clarity, the parties acknowledge that, in the event any modifications or improvements to the Facility are subject to real property taxation pursuant to Section 5.4(c) of the Agency Lease, the Company shall have the right to challenge the assessment pertaining to such modifications or improvements.

(c) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Facilities, or any new or additional building shall be constructed on the real property described in **Exhibit "B"** that is in addition to the Facilities (such structural additions and additional buildings being hereinafter referred to as "***Additional Property***"), the Company agrees to make additional periodic payments in lieu of real property taxes (such additional payments being hereinafter collectively referred to as "***Additional Payments***") to the Municipality on behalf of the Agency with respect to such Additional Property.

Such Additional Payments shall be computed as follows:

By multiplying (1) the value placed on such Additional Property, as value is determined by the Municipality's assessor by (2) the tax rate or rates of the Municipality that would be applicable to such Additional Property if such Additional Property were owned or controlled by the Company and not the Agency; and (3) then reducing the amount so determined by the amounts of any properly acquired tax exemptions that would be afforded to the Company by the Municipality for such Additional Property as if it was owned or controlled by the Company and not the Agency.

(d) Revaluation. In the event of a real property assessment revaluation by the Municipality, the Company shall continue to make its payments in accordance with this PILOT Agreement; however, in the event that **Exhibit "A"** is no longer in effect, but payments are still being made hereunder for any reason, (including, but not limited to, the Agency still having an interest in the Project Facility), and would be effected by revaluation, each year's payments subsequent to such revaluation shall be adjusted to properly reflect revaluation, it being the intent of the parties that the level of payments following revaluation shall be equal to those payments contemplated by this PILOT Agreement.

(e) Damage or Destruction. In the event that all or substantially all of the Project Facility is damaged or destroyed, the Company shall continue to make the payments required by this PILOT Agreement for as long as the Agency shall own or control the Project Facility, without regard to such damage or destruction.

(f) Time of Payments. The Company agrees to pay the amounts due the Agency hereunder to the Municipality for each year of this PILOT Agreement, within the period that the Municipality allows payment of taxes levied in such calendar year without penalty. The Company shall be entitled to receive receipts from the Municipality for such payments.

(g) Method of Payment. All payments by the Company hereunder shall be paid to the Municipality in lawful money of the United States of America, cash, money order or check.

Section 2.03. PILOT Statements

The Municipality and/or the Agency shall submit to the Company written semi-annual statements specifying the amount and due date or dates of any payments due to the Agency hereunder. Each semi-annual PILOT statement shall be submitted to the Company at the same time that tax statements/bills are mailed by the Municipality to the owners of privately owned property. Failure to receive a PILOT statement shall not relieve the Company of its obligation to make all payments provided for hereunder. If, for any reason, the Company does not receive an appropriate PILOT Statement, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Municipality and the Agency and to have such a statement issued, and thereafter to make payment of the same no later than the due dates provided herein.

Section 2.04. Obligations of Agency

Requirement that Mortgagees Subordinate to Payments. The Agency and the Company agree

that any mortgages on the Project Facility, given by either of them, shall provide that the rights of the mortgagees thereunder shall be subordinate to this PILOT Agreement and to the right of the Municipality to receive payments in lieu of taxes pursuant to Article II hereof.

Section 2.05. Company to Furnish Information

The Company agrees to promptly comply with the reporting and information requirements of the Agency and the Act, and to promptly furnish the applicable information required or requested by the Agency and/or the State of New York. The Company further agrees to assist the Agency with the preparation of any reports, or answer any inquiries, required by the State of New York in connection with the Act or the Agency's participation in the Project.

Section 2.06. Interest

(a) Agreement to Pay Interest on Missed Payments. If the Company shall fail to make any payment required by this PILOT Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have been made in full, and the Company shall pay the same together with interest thereon, to the extent permitted by law, at the greater of: **(i) eighteen per cent (18%) per annum; or (ii) the rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.**

(b) Maximum Legal Rate. It is the intent of the Agency, the Municipality, and Company that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (the "***Maximum Legal Rate***"). Solely to the extent necessary to prevent interest under this PILOT Agreement from exceeding the Maximum Legal Rate, any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically canceled, and, if received by the Agency or Municipality, shall be refunded to the Company.

ARTICLE III
LIMITED OBLIGATION OF THE AGENCY

Section 3.01. No Recourse; Limited Obligation of the Agency

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based on or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, director, officer, agent, servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this PILOT Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement. It is expressly understood that this PILOT Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such

member, director, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, director, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the Municipality, and neither the State of New York nor the Municipality shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project.

(c) Further Limitation. Notwithstanding any provision of this PILOT Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (i) the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is expected to result in the incurrence by the Agency (or any of its members, directors, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV
EVENTS OF DEFAULT

Section 4.01. Events of Default

Any one or more of the following events shall constitute an event of default under this PILOT Agreement, and the terms "***Event of Default***" or "***Default***" shall mean, whenever they are used in this PILOT Agreement, any one or more of the following events:

(a) Failure of the Company to pay any amount due and payable by it pursuant to this PILOT Agreement, the Lease Agreements or the Company Documents.

(b) Commencement by the Company of a Legal Challenge, as defined in Section 2.02(b), to those payments or the basis for those payments due pursuant to **Exhibit "A**."

(c) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed under this PILOT Agreement (other than as referred to in paragraph (a) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure hereunder, or under the Lease Agreements, or any other Company Document, and the continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(e) Any warranty, representation or other statement by or on behalf of the Company contained in this PILOT Agreement or the Lease Agreements shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this PILOT Agreement or the Lease Agreements.

(f) The Company violates any federal, state or local environmental law or allows or causes any Hazardous Materials (as Hazardous Materials is defined and described in any federal, state or local law) to be released at, on, to, into or from the Project Facility, except as permitted by the Lease Agreements or within the terms and conditions of a permit, certificate, license or other written approval of an authorized governmental body, and fails to remedy such violation within thirty (30) days; or if such failure cannot be cured within thirty (30) days, fails to commence a cure within thirty (30) days and thereafter diligently prosecute the cure thereof.

(g) The occurrence of any Event of Default or Default under this PILOT Agreement, the Lease Agreements or any other Company Documents.

(h) Failure of the Company to commence and complete the Project Facility on or before the Completion Date as set forth in the Agency Lease.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this PILOT Agreement, and/or the Company shall be in default under the Lease Agreements or any Company Document, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this PILOT Agreement, the Lease Agreements and/or the Company Documents. Notwithstanding anything herein to the contrary, if the Lease Agreements are terminated for any reason, this PILOT Agreement shall automatically terminate without any further notice or action required hereunder and the Project Facility shall immediately become taxable and revert to the tax roll.

The payment schedule contained in **Exhibit "A"** is for the benefit of the Company and its Project Facility. In the event that the Company defaults hereunder, and the Lease Agreements cannot be terminated, and/or the Agency's participation in the Project and this PILOT Agreement is not or cannot be terminated, the Company, or any assignee, or successor shall no longer be entitled to make payments under this PILOT Agreement pursuant to **Exhibit "A"**. In such an event, payments shall be made hereunder, for any remaining term of this PILOT Agreement, as if the Project Facility was privately owned and assessed and without any further regard to **Exhibit "A"**.

Section 4.03. Recording of Lease Terminations and Other Documents

Whenever any Event of Default under Sections 4.01 shall have occurred and be continuing with respect to this PILOT Agreement or the Lease Agreements, the Agency may, upon notice to the

Company provided for in this PILOT Agreement or the Lease Agreements, if any, terminate the Lease Agreements and record such termination or other necessary documents in the Onondaga County Clerk's Office, terminating the Agency's interest in the Project Facility thereby terminating this PILOT Agreement.

The recording of such a termination and any other documentation shall constitute delivery to, and acceptance of such, by the Company. In order to facilitate such a termination, the Company hereby appoints the Chair or the Vice Chair of the Agency as its agent for the purpose of executing and delivering all documents necessary to allow such termination by the Agency.

In the event that the Lease Agreements, for any reason, are extended by their terms, or for any reason this PILOT Agreement expires or terminates, but the Agency retains an interest or remains in title to the Project Facility, the Company shall continue to make payments in lieu of taxes to the Municipality, on behalf of the Agency, for as long as the Agency retains an interest in, or remains in title to, the Project Facility in accordance with **Exhibit "A"**. Those payments shall be the equivalent of the real property taxes that would be due on the Project Facility if it were owned by the Company and the Agency had no interest therein. It is the intention of the parties hereto, that for so long as the Agency shall possess title to, or an interest in, the Property, the Company, or any permitted successors or assigns, shall make payments in lieu of taxes to the Municipality, on behalf of the Agency, that are either based upon **Exhibit "A"**, or if **Exhibit "A"** is no longer applicable for any reason, are the equivalent of the real property taxes that would be due and owing if the Project Facility were privately owned and the Agency had no interest therein.

Section 4.04. Payment of Attorney's Fees and Expenses

If the Company should default in performing any of its obligations, covenants and agreements under this PILOT Agreement and the Agency or the Municipality should employ attorneys (whether in-house or outside counsel) or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency and/or the Municipality the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

Furthermore, should the Company bring a Legal Challenge on the Project Facility and/or Additional Property during the term of this PILOT Agreement, and the Agency and/or the Municipality waives its right to declare a default under this PILOT Agreement in regard to such Legal Challenge, or such Legal Challenge is determined not to be a default of this PILOT Agreement by any Court of competent jurisdiction, the Company agrees that in the event that the Company is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency

is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this PILOT Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this PILOT Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this PILOT Agreement.

(d) No Waiver. In the event any provision contained in this PILOT Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing.

(e) Recapture. Seek to recover all or some of the Recapture Amount in accordance with the Agency's Recapture Policy, the Agency Lease, the Project Agreement and this PILOT Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this PILOT Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Agency Lease Agreement; or (iii) upon the expiration on **June 30, 2037**, of the PILOT Schedule set forth in **Exhibit "A"** hereto. In the event of a termination of the Agency's interest in the Project Facility, the Company's payments due hereunder shall be pro-rated to the extent necessary to allow the Municipality to issue a supplemental PILOT Statement based upon the Agency's transfer of ownership or control of the Project Facility to the Company, and the loss of the Agency's tax exemption on the said Project Facility.

(b) Conflict. In the event of a conflict between this PILOT Agreement or any of its terms on the one hand, and the Lease Agreements or any other Project documents on the other hand, the provisions most favorable to the Agency shall govern. The Agency and the Company agree that the Agency's participation in this PILOT Agreement is for the benefit of the Company and that the Municipality must receive payments from the Company hereunder, during the entire term of this PILOT Agreement and/or the Agency's ownership or control of the Project Facility.

Section 5.02. Company Acts

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

Section 5.03. Amendment of Agreement

This Agreement may not be amended, changed, modified or altered unless such amendment, change, modification or alteration is in writing and signed by the Agency and the Company.

Section 5.04. Notices

All notices, certificates or other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) To the Agency:
City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attention: Chair

With a copy to:
Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

And to:
Corporation Counsel
City of Syracuse
233 East Washington Street, Room 300
Syracuse, New York 13202

(b) To the Company:
101 North Salina St, LLC
101 North Salina Street, Suite 100
Syracuse, New York 13202
Attn: David Nutting, Manager

With a copy to:
Bond, Schoeneck & King PLLC
One Lincoln Center
Syracuse, New York 13202-1355
Attn: Paul W. Reichel, Esq.

The Agency and Company may, by notice given hereunder to each of the others, designate any further or different addresses to which the subsequent notices, certificates or other communications to them shall be sent.

Section 5.05. Binding Effect

This Agreement shall inure to the benefit of, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

Section 5.06. Severability

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 5.07. Counterparts; Electronic Signatures

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Agency to accept electronic signature counterparts in any form or format and (y) the Agency reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this

agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

Section 5.08. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding brought hereunder shall be in the State or Federal Courts located in Onondaga County, New York.

Section 5.09. Assignment

This Agreement may not be assigned by the Company without the prior written consent of the Agency.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and Company have caused this PILOT Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this PILOT Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By:_____
David C. Nutting, Member

IN WITNESS WHEREOF, the Agency and Company have caused this PILOT Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this PILOT Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

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

On this 8th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L McRobbie

Notary Public
LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2026

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

On the ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this ___ day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 14 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID C. NUTTING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH THOMPSON
Notary Public, State of New York
Reg. No. 01TH6411347
Qualified in Onondaga County
Commission Expires 11/16/2028

_____
Notary Public

EXHIBIT "A"

COMBINED PILOT ABATEMENT SCHEDULE
TO THE PILOT AGREEMENT
FOR THE PHASE 1 AND THE PHASE 2 PROJECT

COMBINED Total Annual Payment			
	Schedule A	**Schedule B**	**Total**
Year	*Amount*	*Amount*	*Amount*
July 1, 2022	$149,874.92	$0	$149,874.92
July 1, 2023	$152,872.42	$0	$152,872.42
July 1, 2024	$155,929 .87	$0	$155,929.87
July 1, 2025	$124,212.99	$35,180.06	$159,393.05
July 1, 2026	$126,697.25	$35,883.66	$162,580.91
July 1, 2027	$129,231.20	$36,601.34	$165,832.53
July 1, 2028	$131,815.82	$37,333.36	$169,149.18
July 1, 2029	$134,452.14	$38,080.03	$172,532.17
July 1, 2030	$137,141.18	$38,841.63	$175,982.81
July 1, 2031	$139,884.00	$39,618.46	$179,502.47
July 1, 2032	$170,831.13	$111,860.99	$282,692.13
July 1, 2033	$202,960.20	$186,977.37	$389,937.57
July 1, 2034	$236,306.09	$265,053.67	$501,359.76
July 1, 2035	$264,012.75	$346,178.22*	$610,190.97
July 1, 2036	$298,005.44	$353,101.79*	$651,107.23
Total	**$2,554, 227.40**	**$1,524,710.58**	**$4,078,937.98**

*These years represent the equivalent of full taxes

EXHIBIT "B"

LEGAL DESCRIPTION

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

RECEIVED JUN 10 2025 By

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Syracuse Industrial Development Agency
Street 300 South State Street, Suite 700
City Syracuse
Telephone no. Day (315)448-8127
Evening ( )N/A
Contact Eric Ennis
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name 101 North Salina St, LLC
Street 101 North Salina Street, Suite 100
City Syracuse, NY 13202
Telephone no. Day (315) 471-5338
Evening ( )N/A
Contact David C. Nutting
Title Member

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 104.-08-01.0/2025
b. Street address 101-239 North Salina Street
c. City, Town or Village Syracuse
d. School District Syracuse
e. County Onondaga
f. Current assessment $7,520,000
g. Deed to IDA (date recorded; liber and page) N/A lease/leaseback agreement - see Schedule A

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) commmercial/mixed use
b. Type of construction steel/wood
c. Square footage 655.29 x 274.57
d. Total cost $17,594,326
e. Date construction commenced May 2025
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2037

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment See attached Amended and Restated PILOT Agreement (original PILOT Agreement filed December 27, 2021)

b. Projected expiration date of agreement June 30, 2037

c. Municipal corporations to which payments will be made

	Yes	No
County Onondaga	☑	☐
Town/City Syracuse	☑	☐
Village	☐	☑
School District	☐	☐

d. Person or entity responsible for payment

Name 101 North Salina St, LLC
Title
Address 101 North Salina St. Ste. 100
Syracuse NY 13202

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement. See Schedule A

Telephone (315)471-5338

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 6/6/25 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Eric Ennis (Name), Executive Director (Title) of City of Syracuse Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

6/6/25
Date

Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

Date

Assessor's signature

SCHEDULE "A"

Response to Item 3.g *Deed to IDA*: Memorandum of Company Lease and Memorandum of Agency Lease, both dated as of May 1, 2025, were each recorded in the office of the Clerk of Onondaga County on May 29, 2025 as Instrument No. 2025-00016406 and Instrument No. 2025-00016407, respectively.

Response to Item 5.e. *Is the IDA the owner of the property*?
No. The City of Syracuse Industrial Development Agency has a leasehold interest in the subject premises pursuant to a lease/leaseback arrangement as set forth in a certain Agency Lease and Company Lease each dated as of May 1, 2025, memorandums of which were filed as set forth above.

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

June 6, 2025

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
9589 0710 5270 1985 3937 57

Matthew Oja, Commissioner of Assessment
City of Syracuse, Department of Assessment
Room 130, City Hall
233 East Washington Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
101 North Salina St, LLC
101 North Salina St, LLC – The Post Apartments Project

Dear Matt:

Enclosed herewith please find an original RP-412-a form attendant with the above-referenced Project, as well as a fully executed original PILOT Agreement, to be filed with your office.

Also enclosed for your file are fully executed copies of the Company Lease Agreement and the Agency Lease Agreement regarding this Project.

We have enclosed an extra copy of the RP-412-a and ask that you return same, filed-stamped, in the enclosed envelope provided.

If you have any questions regarding the foregoing, or require anything additional from us, please do not hesitate to contact me.

Very truly yours,

/s/ Susan R. Katzoff

Susan R. Katzoff

SRK/llm
Enclosures

cc: Hon. Benjamin Walsh, via mail, with enclosures
Hon. Ryan McMahon, via mail, with enclosures
Eric Ennis, Executive Director, City of Syracuse IDA, via email with enclosures
Thomas Clifford, Esq., via email, with enclosures
Ann Gallagher, via email, with enclosures
Viki Voss, via email, with enclosures

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Matthew Oja, Commissioner of Assessment
City of Syracuse, Department of Assessment
Room 130, City Hall
233 East Washington Street
Syracuse, New York 13202

9590 9402 9048 4122 5463 79

2. Article Number (Transfer from service label)
9589 0710 5270 1985 3937 57

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ured Mail
☐ ured Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 1985 3937 57

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Matthew Oja, Commissioner of Assessment
City of Syracuse, Department of Assessment
Room 130, City Hall
233 East Washington Street
Syracuse, New York 13202

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

GENERAL CERTIFICATE OF THE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

This certificate is made in connection with the execution by the City of Syracuse Industrial Development Agency (the "***Agency***") of the Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement and any other document now or hereafter executed by the Agency (collectively, the "***Agency Documents***") with respect to a project (the "***Project***") undertaken at the request of 101 North Salina St, LLC (the "***Company***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Agency Lease Agreement dated as of December 1, 2021 (the "***Agency Lease***"), between the Agency and the Company, and shall have the meanings ascribed to such terms in the Agency Lease except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

I, the undersigned Executive Director of the Agency, Do Hereby Certify:

1. I am an officer of the Agency and am duly authorized to execute and deliver this certificate in the name of the Agency.

2. The Agency is an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended (the "***Enabling Act***") and Chapter 641 of the Laws of 1979 of the State (said Chapter with the Enabling Act, the "***Act***") (a certified copy of Chapter 641 of the Laws of 1979 of the State is attached hereto as **Exhibit "A"**), and it is a corporate governmental agency constituting a public benefit corporation of the State.

3. The Act empowers the Agency, among other things, to acquire, construct reconstruct, lease, improve, maintain, equip, sell and dispose of land and any building or other improvement, and all real and personal property, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the City of Syracuse and the State and to improve their standard of living. The Act further authorizes the Agency to lease any and all of its facilities on such terms and conditions as it deems advisable, to acquire, construct, lease, improve, and equip one or more projects as defined in the Act, to mortgage any or all of its facilities and to pledge the revenues and receipts from the sale or transfer of its facilities.

4. The Agency has full legal power and authority to own its property, conduct its business and execute, deliver, and perform its obligations under the Agency Documents and has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations, and no legislation has been enacted affecting the powers or authority of the Agency to execute and deliver the Agency Documents, affecting the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the members and officers of the Agency to their respective offices.

5. Pursuant to the Act, the governing body of the City of Syracuse, New York, for whose benefit the Agency was established, duly filed or caused to be filed within six (6) months after the effective date of Chapter 641 of the Laws of 1979 of the State in the office of the Secretary of State of the State the Certificate of Establishment of the Agency pursuant to Section 926 of the New York General Municipal Law. The Certificate of Establishment of the Agency described in the preceding sentence also named the members and officers of the Agency as appointed by the Mayor of the City of Syracuse. Attached hereto as **Exhibit "B"** are certified copies of said Certificates of Establishment and copies of the Certificates of Appointment relating to all of the current members of the Agency, who are:

Kathleen Murphy, Chair
Steven Thompson, Vice Chair
Rickey T. Brown, Secretary
Kenneth Kinsey, Treasurer
Dirk Sonneborn, Member

6. Attached hereto as **Exhibit "C"** is a true, correct and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

7. That a resolution determining that the acquisition, reconstruction, renovation, equipping and completion of the Project constitutes a Project and describing the financial assistance in connection therewith and authorizing a public hearing (the "***Public Hearing Resolution***") was adopted by the Agency on May 18, 2021 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Public Hearing Resolution is attached hereto at **Exhibit "D."**

8. Attached hereto as **Exhibit "E"** is proof of publication of a notice of the public hearing with respect to the Project (the "***Public Hearing Notice***"), required pursuant to Section 859-a of the Act and held on June 15, 2021, and notice thereof, pursuant to Section 859-a of the Act, was given to the chief executive officers of the affected tax jurisdictions (as defined in Section 854(16) of the Act) on June 1, 2021.

9. That a resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment (the "***SEQRA Resolution***") was adopted by the Agency on June 15, 2021 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Resolution is attached hereto at **Exhibit "F."**

10. That a resolution approving the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a commercial project, appointing the Company as agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project, and authorizing the execution and delivery of an agreement between the Agency and the Company (the "***Inducement Resolution***") was adopted by the Agency on June 15, 2021 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Inducement Resolution is attached hereto at **Exhibit "G."**

11. That a resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on June 15, 2021 (the "***PILOT Resolution***"). A copy of the PILOT Resolution is attached hereto to **Exhibit "H".**

12. That a resolution authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on June 15, 2021 (the "***Final Approving Resolution***") and remains in full force and effect and has not been rescinded,

repealed or modified. A copy of the Final Approving Resolution is attached hereto at **Exhibit "I"**.

13. That a resolution approving the temporary appointment of the Company as agent of the Agency with respect to the project and execution and delivery of certain documents in connection therewith was adopted by the Agency on July 20, 2021 (the "***Temporary Appointment Resolution***") and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Appointment Resolution is attached hereto at **Exhibit "J"**.

14. That a resolution authorizing a waiver of the Agency's Local Access Policy was adopted by the Agency on September 30, 2021 (the "***Local Access Waiver Resolution***") and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Local Access Waiver Resolution is attached hereto at **Exhibit "K"**.

15. That a resolution approving the extension of the temporary appointment of the Company as agent of the Agency until November 20, 2021 with respect to the project and execution and delivery of certain documents in connection therewith was adopted by the Agency on September 30, 2021 (the "***Temporary Appointment Resolution***") and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Appointment Resolution is attached hereto at **Exhibit "L"**.

16. That a resolution approving a further extension of the temporary appointment of the Company as agent of the Agency until December 31, 2021 the respect to the project and execution and delivery of certain documents in connection therewith was adopted by the Agency on November 16, 2021 (the "***Temporary Appointment Resolution***") and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Appointment Resolution is attached hereto at **Exhibit "M"**.

17. The execution, delivery and performance of all Agency Documents, certificates and documents required to be executed, delivered and performed by the Agency in order to carry out, give effect to and consummate the transactions contemplated by the Agency Documents have been duly authorized by all necessary action of the Agency, and the Agency Documents have been duly authorized, executed and delivered. The Agency Documents are in full force and effect on and as of the date hereof, and no authority or proceeding for the execution, delivery or performance of the Agency Documents has been materially amended, repealed, revoked or rescinded; and no event or circumstance has occurred or exists which constitutes, or with the giving of notice or the passage of time would constitute, a default on the part of the Agency under the Agency Documents.

18. The execution, delivery, and performance of the Agency Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each do not and will not: (a) violate the Act or the by-laws of the Agency; (b) require consent (which has not heretofore been received) under or result in a breach or default of any credit agreement, purchase agreement, indenture, deed of trust, commitment, guaranty, lease, or other agreement or instrument to which the Agency is a party or by which the Agency may be bound or affected; or (c) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or

decree of any government, governmental instrumentality, or court, domestic or foreign, having jurisdiction over the Agency or any of its Property.

19. The Agency has not received written notice that any event of default has occurred and is continuing, or that any event has occurred which with the lapse of time or the giving of notice or both would constitute an event of default by any party to the Agency Documents or any other documents executed by the Company in connection with the Project.

20. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body of the United States of America or the State of New York, pending or, to the best of my knowledge, threatened against or affecting the Agency (or to my knowledge any basis therefor): (a) wherein an unfavorable decision or finding would adversely affect: (i) the Inducement Resolution, the Final Approving Resolution, the Company Lease, the Agency Lease or the other Agency Documents; or (ii) the existence or organization of the Agency; or (iii) restrain or enjoin the financing, acquisition or construction of the Project or the performance by the Agency of the Agency Documents; or (b) in any manner questioning the proceedings or authority of the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the directors and officers of the Agency to their respective offices.

21. December 17, 2021 has been duly designated as the date for the Closing.

22. The Agency has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date.

23. In accordance with the Act, the Agency has determined:

(a) to assist the Company's acquisition, construction, renovation, equipping and completion of the Project Facility;

(b) to grant the Financial Assistance to the Company;

(c) to designate the Company as the Agency's agent for the acquisition, construction, renovation, equipping and completion of the Project Facility and to authorize the Company to appoint additional agents;

(d) that the Project will advance the job opportunities, health, general prosperity and economic welfare of the people of the City, to improve their standard of living and promote employment opportunities by the creation of both full and part-time jobs; and

(e) to pledge its interest in the Company Lease and the Agency Lease (except the Agency's Unassigned Rights) to the Mortgagee and grant the Mortgagee a security interest in the Agency's leasehold interest in the Project Facility.

24. That I did officially cause all certificates necessary for the granting of the Financial Assistance and included in the official transcript of closing, to be executed, as required,

in the name of the Agency by the signing of each of such certificates with the signature of the Executive Director of the Agency.

25. That I did officially cause the following Agency Documents to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Honora Spillane, Executive Director of the Agency:

(a) a Project Agreement between the Agency and the Company;

(b) a Company Lease from the Company to the Agency pursuant to which the Company agrees to lease the Land and the Facility to the Agency;

(c) an Agency Lease from the Agency to the Company pursuant to which the Agency agrees to sublease the Project Facility to the Company;

(d) the Mortgage(s) pursuant to which the Mortgagee has been granted a security interest in the Project Facility; and

(e) a PILOT Agreement by and between the Agency and the Company.

26. No member, officer or employee of the Agency having power to: (i) negotiate, prepare, authorize or approve any of the Agency Documents; (ii) audit bills or claims under any of the Agency Documents; or (iii) appoint an officer or employee who has any of the powers or duties set forth in (i) or (ii):

(a) directly or indirectly owns any stock of the Company;

(b) is a partner, director or employee of the Company;

(c) is related to the Company within the meaning of Section 800.3(a) of the New York General Municipal Law.

No member, officer, or employee of the Agency has publicly disclosed, in a writing included as part of the official minutes of the Agency, any Interest (as defined in Section 800.3 of the New York General Municipal Law), direct or indirect, in the Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS, as of the 1st day of December, 2021.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Judith DeLaney, Executive Director

EXHIBIT "A"

CHAPTER 641 OF THE LAWS OF 1979
OF THE STATE OF NEW YORK

LAWS OF NEW YORK, 1979

CHAPTER 641

AN ACT to amend the general municipal law, in relation to creating and establishing for the city of Syracuse industrial development agency and, providing for its functions and duties

Became a law July 11, 1979, with the approval of the Governor. Passed on Home Rule request pursuant to Article IX, section 2 (b) (2) of the Constitution, by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is amended by adding a new section nine hundred twenty-six to read as follows:

§ 926. City of Syracuse industrial development agency. (a) For the benefit of the city of Syracuse and the inhabitants thereof, an industrial development agency, to be known as the CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of this chapter. It shall constitute a body corporate and politic, and be perpetual in duration. It shall consist of five members who shall be appointed by the mayor of the city of Syracuse and its chairman shall be designated by such mayor. It shall have the powers and duties now or hereafter conferred by title one of article eighteen-A of this chapter upon industrial development agencies. It shall organize in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of this chapter. The agency, its members, officers and employees, and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of this chapter.

(b) The city shall have the power to make, or contract to make grants or loans, including but not limited to grants or loans of money, to the agency in such amounts, upon such terms and conditions and for such period or periods of time as in the judgment of the city and the agency are necessary or appropriate for the accomplishment of any of the purposes of the agency.

§ 2. This act shall take effect immediately.

EXHIBIT "B"

AGENCY'S CERTIFICATE OF ESTABLISHMENT
AND
CERTIFICATES OF APPOINTMENT OF CURRENT MEMBERS

CERTIFICATE OF THE CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law, Lee Alexander, Mayor of the City of Syracuse, certifies as follows:

1) The name of the industrial development agency herein is the City of Syracuse Industrial Development Agency.

2) Chapter 641 of the Laws of 1979, the special act of the New York State Legislature establishing the City of Syracuse Industrial Development Agency, was adopted by the New York State Legislature on June 16, 1979 and signed by the Governor on July 18, 1979.

3) The names of the Chairman and the Members, respectively, of the City of Syracuse Industrial Development Agency and their terms of office are as follows:

(a)

Frank L. Canino	Chairman
David M. Garber	Member
David S. Michel	Member
Erwin G. Schultz	Member
Irwin L. Davis	Member

(b) The term of office of the Chairman and of the Members of the City of Syracuse Industrial Development Agency is at the pleasure of the Mayor and continues until a successor is appointed and has qualified.

4) The facts establishing the need for the creation of a City of Syracuse Industrial Development Agency are as follows:

Expansion of its industrial-commercial base is essential to the City of Syracuse, especially in a time of mounting economic pressures. To achieve this goal of expansion, the City has designed a comprehensive economic development program, requiring an Industrial Development Agency.

The existing potential for economic development will be augmented by the financial incentives of an Industrial Development Agency. Various City agencies and departments, such as the Department of Community Development and the Office of Federal and State Aid Coordination will interface with the Syracuse Industrial Development Agency to strengthen the business and industrial climate of the community.

Access to the Department of Community Development will make available to the Syracuse Industrial Development Agency an array of staff assistance, technical expertise, and various other development services. The City's Office of Federal and State Aid Coordination will provide assistance to it in locating, analyzing, and obtaining various forms of federal and state assistance and participation.

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979

Secretary of State

The Syracuse Industrial Development Agency, in combination with, and utilizing these and other resources, will greatly enhance the City's ability to compete for, and successfully attract, the commercial and industrial enterprises necessary for continued economic health and growth.

July 20, 1979

Lee Alexander
Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979

Secretary of State

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS
FEB 04 2019
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Ms. Kathleen Murphy - Member/Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Ms. Kathleen Murphy - Member/Treasurer

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Ben Walsh
Mayor

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 10, 2018.

Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

OFFICE OF THE MAYOR

Ben Walsh, Mayor

FILED
STATE RECORDS
JAN 29 2018
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Steven P. Thompson - Member/Vice Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency :

Mr. Steven P. Thompson - Member/Secretary

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

203 CITY HALL • SYRACUSE, N.Y. 13202-1473 • (315) 448-8005 • FAX: (315) 448-8067
Website: www.SyrGov.net

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 10, 2018.

Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

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STATE RECORDS
JAN 29 2018
DEPARTMENT OF STATE

OFFICE OF THE MAYOR

Ben Walsh, Mayor

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a member of the City of Syracuse Industrial Development Agency:

Mr. Rickey Brown - Member/Secretary

The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency :

Ms. M. Catherine Richardson - Member/Vice-Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS
FEB 04 2019
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Kenneth J. Kinsey - Member/Treasurer

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Kenneth J. Kinsey - Member

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Ben Walsh
Mayor

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS
FEB 04 2019
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Dirk Sonneborn - Member

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Michael Frame - Member/Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

Ben Walsh
Mayor

EXHIBIT "C"

AGENCY'S BY-LAWS

BY-LAWS OF
THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
(as amended August 18, 2009)

Article I

THE AGENCY

Section 1. Name

The name of the agency shall be "City of Syracuse Industrial Development Agency", and it shall be referred to in these by-laws as the Agency.

Section 2. Seal

The seal of the Agency shall be in such form as may be determined by the members of the Agency.

Section 3. Office

The principal office of the Agency shall be located in the City of Syracuse, New York, County of Onondaga, and State of New York. The Agency may have such other offices at such other places as the members of the Agency may, from time to time, designate by resolution.

Article II

MEMBERS

Section 1. Members

(a) There shall be five members of the Agency. All references in these by-laws to members shall be references to Members of the Agency. The persons designated in the certificates of appointment filed in the office of the Secretary of State as members of the Agency and their successors in office and such other persons as may, from time to time, be appointed as

Members of the Agency by the Mayor of the City of Syracuse, or by special act of the Legislature, shall constitute all the members.

(b) Members shall hold office at the pleasure of the Mayor and shall continue to hold office until his or her successor is appointed and has qualified. The Mayor may remove any Member at his discretion, with or without cause.

(c) Upon the resignation or removal of a Member, a successor shall be selected by the Mayor.

(d) Members may resign at any time by giving written notice to the Mayor and to the Chairman of the Agency. Unless otherwise specified in the notice the resignation shall take effect upon receipt of the notice by the Chairman or the Mayor. Acceptance of the resignation shall not be necessary to make it effective.

Section 2. Meeting of the Members

(a) The Annual Meeting of the members shall be held on such date or dates as shall be fixed, from time to time, by the Members of the Agency. The first Annual Meeting of Members shall be held on a date within twelve (12) months after the filing of the Certificate of the Agency with the Secretary of State as required by General Municipal Law §856 (l) (a). Each successive Annual Meeting of Members shall be held on a date not more than twelve (12) months following the preceding Annual Meeting of Members.

(b) Regular meetings of the Agency may be held at such time and place as, from time to time, may be determined by the Members.

(c) Upon the written request of the Mayor, the Chairman or two (2) Members of the Agency, the Chairman of the Agency shall call a special meeting of the Members. Special meetings may be held on such date or dates as may be fixed in the call for such special meetings.

The call for a special meeting may be personally delivered to each Member of the Agency or may be mailed to the business or home address of such Member. A waiver of notice may be signed by any Member failing to receive a proper notice.

Section 3. Procedure at Meetings of Members

(a) The Chairman shall preside over the meetings of the Agency. In the absence of the Chairman, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, any Member directed by the Chairman may preside.

(b) At all meetings of Members, a majority of the Members of the Agency shall constitute a quorum for the purpose of transacting business. If less than a quorum is present for any meeting, the Members then present may adjourn the meeting to such other time or until a quorum is present. Except to the extent provided for by law, all actions shall be by a majority of the votes cast, provided that the majority of the votes cast shall be at least equal to a quorum.

(c) When determined by the Agency that a matter pending before it is confidential in nature, it may, upon motion, establish an executive session and exclude any non-member from such session.

(d) Order of business

At all meetings of the Agency, the following shall be the order of business:

(1) Roll Call;

(2) Proof of Notice of Meeting;

(3) Reading and approval of the minutes of the previous meeting;

(4) bills and communications;

(5) Report of the Treasurer;

(6) Reports of Committees;

(7) Unfinished business;

(8) New business;

(9) Adjournment.

The order of business may be altered or suspended at any meeting by the Members of the Agency.

(e) All resolutions shall be in writing and shall be recorded in the journal of the proceedings of the Agency.

Article III

OFFICERS AND PERSONNEL

Section 1. Officers

The officers of the Agency shall be Chairman or Co-Chairman, Vice-Chairman, Secretary and Treasurer and such other offices as may be prescribed, from time to time, by the Agency. The Chairman or Co-Chairman and other officers shall be appointed by the Mayor of the City of Syracuse and may be removed with or without cause at his discretion. Each officer shall be a Member of the Agency during his or her term of office.

Section 2. Chairman or Co-Chairmen

The Chairman shall be chief executive officer of the Agency, and shall serve as an ex officio member of all duly constituted committees, shall supervise the general management and the affairs of the Agency, and shall carry out the orders and resolutions of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall execute (manually and by facsimile signature) all agreements, contracts, deeds, bonds, notes or other evidence of indebtedness and any other instruments of the Agency on behalf of the Agency. The Mayor may from time to time appoint two Co-Chairmen in place of the Chairman. During their term of office the Co-

Chairmen shall share equally the duties, rights, powers and responsibilities of the Chairman. The action of either Co-Chairman or execution (manually or by facsimile signature) by either Co-Chairman of any agreement, contract, deed, bond, note or other evidence of indebtedness or any other instrument of the Agency on behalf of the Agency shall have the same force and effect as such action or execution by the Chairman.

Section 3. Vice-Chairman

The Vice-Chairman shall have all the powers and functions of the Chairman or Co-Chairmen in the absence or disability of the Chairman or Co-Chairmen, as the case may be. The Vice-Chairman shall perform such other duties as the Members of the Agency shall prescribe or as delegated by the Chairman or Co-Chairmen.

Section 4. Secretary

The Secretary shall keep the minutes of the Agency, shall have the custody of the seal of the Agency and shall affix and attest the same to documents when duly authorized by the Agency, shall attest to the giving or serving of all notices of the Agency, shall have charge of such books and papers as the Members of the Agency may order, shall attest to such correspondence as may be assigned, and shall perform all the duties incidental to his office.

Section 5. Treasurer

The Treasurer shall have the care and custody of all the funds and securities of the Agency, shall deposit such funds in the name of the Agency, in such bank or trust company as the members of the Agency may elect, shall sign such instrument as may require the Treasurer's signature, but only with the approval of the Chairman or Co-Chairman, as the case may be, shall at all reasonable times exhibit the books and accounts of the Agency to the Mayor or any Member of

the Agency, and at the end of each fiscal year shall present an annual report setting forth in full the financial condition of the Agency.

Section 6. Additional Personnel

The Agency, with the consent of the Mayor, may appoint an Administrative or Executive Director to supervise the administration of the business and affairs of the Agency, subject to the direction of the Agency. The Agency may, from time to time, employ such other personnel as it deems necessary to execute its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act (General Municipal Law, Article 18-A), as amended, and all other laws of the State of New York applicable thereto.

Section 7. Compensation of Chairman, Co-Chairmen, Members, Officers, and Other Personnel

The Chairman, Co-Chairmen, Members and Officers shall receive no compensation for their services but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties. The compensation of other personnel, including the Administrative Director, shall be determined by the Members of the Agency.

Article IV

AMENDMENTS

Section 1. Amendments to By-Laws

These by-laws may be amended or revised, from time to time, by a two-third (2/3) vote of the Agency, but no such amendment or revision shall be adopted unless written notice of the proposed action shall have been given by mail to each Member and the Mayor at least ten (10) days prior to the date of the meeting at which it is proposed that such action be taken; provided, however,

that this provision and other provisions relating to the appointment, renewal and terms of office of Members and officers may be amended only with the prior written approval of the Mayor.

Article V

MISCELLANEOUS

Section 1. Sureties and Bonds

In case the Agency shall so require, any officer, employee or agent of the Agency shall execute to the Agency a bond in such sum and with such surety or sureties as the Agency may direct, conditioned upon the faithful performance of his or her duties to the Agency and including responsibility for negligence and for the accounting for all property, funds or securities of the Agency which may come into the hands of the officer, employee or agent.

Section 2. Indemnification

(a) Upon compliance by a Member or Officer of the Agency (including a former Member or Officer, the estate of a Member or Officer or a judicially appointed personal representative thereof) (referred to in this Section 2 collectively as "Member") with the provisions of subdivision (i) of this Section 2, the Agency shall provide for the defense of the Member in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the Member was acting within the scope of the public employment or duties of such Member. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Agency.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the Member shall be entitled to be represented by private counsel of the Member's choice in any civil action or proceeding whenever the chief legal officer of the Agency or other counsel designated by the

Agency determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the Member is entitled to be represented by counsel of the Member's choice, provided, however, that the chief legal officer or other counsel designated by the Agency may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such Members be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Agency to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of a majority of the Members of the Agency eligible to vote thereon.

(c) Any dispute with respect to representation of multiple Members by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the Member delivers process and a written request for a defense to the Agency under subdivision (i) of this Section 2, the Agency shall take the necessary steps on behalf of the Member to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

(e) The Agency shall indemnify and save harmless its Members in the amount of any judgment obtained against such Members in a State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the Member was acting within the scope of the Member's public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by a majority of the Members of the Agency eligible to vote thereon.

(f) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Section 2 shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the Member seeking indemnification.

(g) Nothing in this subdivision shall authorize the Agency to indemnify or save harmless any Member with respect to punitive or exemplary damages, fines or penalties; provided, however, that the Agency shall indemnify and save harmless its Members in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that the Member, acting within the scope of the Member's public employment or duties, has, without willfulness or intent on the Member's part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of the State or of the United States.

(h) Upon entry of a final judgment against the Member, or upon the settlement of the claim, the Member shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Chairman and the chief administrative officer of the Agency; and if not inconsistent with the provisions of this Section 2, the amount of such judgment or settlement shall be paid by the Agency.

(i) The duty to defend or indemnify and save harmless prescribed by this Section 2 shall be conditioned upon: (i) delivery by the Member to the Chairman of the Agency and the chief legal officer of the Agency or to its chief administrative officer of a written request to provide for such Member's defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after the Member is served with such document, and (ii) the full cooperation of the Member in the defense of such action or

proceeding and in defense of any action or proceeding against the Agency based upon the same act or omission, and in the prosecution of any appeal.

(j) The benefits of this Section shall inure only to Members as defined in subdivision (a) of this Section 2 and shall not enlarge or diminish the rights of any other party.

(k) This Section 2 shall not in any way affect the obligation of any claimant to give notice to the Agency under Section 10 of the Court of Claims Act, Section 880 of the General Municipal Law, or any other provision of law.

(l) The Agency is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of the State, or authorized by law to transact business in the State, against any liability imposed by the provisions of this Section 2, or to act as a self-insurer with respect thereto. The provisions of this Section 2 shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

(m) All payments made under the terms of this Section 2, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(n) Except as otherwise specifically provided in this Section 2, the provisions of this Section 2 shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any Member of the Agency by, in accordance with, or by reason of, any other provision of State or Federal statutory or common law. The benefits under this Section 2 shall supplement, and be available in addition to, defense or indemnification protection conferred by any law or enactment. This Section 2 is intended to confer upon Members of the Agency all of the benefits of Section 18 of the Public Officers Law

and to impose upon the Agency liability for costs incurred under the provisions hereof and thereof.

Section 3. Fiscal Year

The fiscal year of the Agency shall be fixed by the Members, subject to the applicable law.

Section 4. Powers of the Agency

The Agency shall have all the powers of an Industrial Development Agency authorized by Article 18-A of the General Municipal Law and shall have the power to do all things necessary or convenient to carry out its purposes and exercise the powers authorized herein.

EXHIBIT "D"

PUBLIC HEARING RESOLUTION

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RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "***Agency***") held a meeting on the 18th day of May, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=mf85888b2abcf240ee7b1b8bad91ce0fe; (or by accessing the link on the Agency's website) and using meeting number 173 172 3216 and password GxbPQTzv867; or via telephone at (408) 418-9388 with access code: 173 172 3216, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Rickey T. Brown and Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie Others Present: Christopher Bianchi, David Pida, Scott Dumas, Charles Wallace, Gail Cawley, Sarah Stevens, Christine Stevens, Ryan Benz, Rick Moriarty

The following resolution was offered by Kenneth Kinsey and seconded by Dirk Sonneborn:

RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23, 000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as said quoted term is defined in SEQRA) to be taken by the Agency and the approval of the Project constitutes such an action; and

WHEREAS, the Agency has not yet made a determination under SEQRA; and

WHEREAS, the Agency has not approved undertaking the Project or granting the Financial Assistance; and

WHEREAS, the grant of Financial Assistance to the Project is subject to, among other things, the Agency finding after a public hearing pursuant to Section 859-a of the Act that the Project will serve the public purposes of the Act by promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of

the people of the State or increasing the overall number of permanent, private sector jobs in the State.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project is located in a "Highly Distressed Area" as defined in Section 854(18) of the Act; and

(B) The Financial Assistance contemplated with respect to the Project consists of assistance in the form of exemptions from real property taxes, State and local sales and use taxation and mortgage recording tax.

(2) The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Project and Financial Assistance shall be scheduled with notice thereof published, and such notice, as applicable, shall further be sent to affected tax jurisdictions within which the Project is located.

(3) The Secretary or the Executive Director of the Agency is hereby authorized to and may distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(4) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on May 18, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time ("***EO 202.1***"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 6/2/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "E"

NOTICE OF PUBLIC HEARING WITH EVIDENCE OF PUBLICATION AND COPIES OF LETTERS TO AFFECTED TAX JURISDICTIONS PURSUANT TO SECTIONS 859-a OF THE ACT

NOTICE OF PUBLIC HEARING

As a result of the public health emergency created by COVID-19, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as further extended by subsequent orders, suspending the Open Meetings Law, **NOTICE IS HEREBY GIVEN** that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held electronically via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of June, 2021, at 8:00 a.m., local time, in conjunction with the matter set forth below. **NO PUBLIC APPEARANCES WILL BE PERMITTED**. Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4; or by accessing the link on the Agency's website, using meeting number 173 245 5085 and password DNehTqMm478 *or* via telephone at (408) 418-9388, access code: 173 245 5085.

Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney **TO BE RECEIVED BY NO LATER THAN JUNE 10, 2021.** The Public may also submit comments electronically to business@syrgov.net to be **received on or before June 10, 2021**. **Any written comments so received will be read into the record of the public hearing.** Minutes of the Public Hearing will be transcribed and posted on the Agency's website.

101 North Salina St, LLC, or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at 201 East Washington Street, 6th Floor, Syracuse, New York.

Dated: June 1, 2021

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

June 1, 2021

VIA EMAIL[1]
bwalsh@syrgov.net

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA EMAIL[1]
RyanMcMahon@ongov.net

Honorable J. Ryan McMahon, II
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency (the "***Agency***")
101 North Salina St, LLC – The Post Project

Dear Mayor and County Executive:

Enclosed please find a Notice of Public Hearing in relation to the above-referenced project requested by 101 North Salina St, LLC, or an entity to be formed (collectively, the "***Company***"). The proposed project (the "***Project***") consists of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4)

[1] During the declared public emergency at both the State and local level caused by the COVID-19 virus, we have opted to email this notice for the safety of our staff and the general public. Once we have resumed normal working conditions, we will return to our prior method of mailing such notices.

site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

General Municipal Law Section 859-a requires that notice of the Public Hearing be given to the chief executive officer of each affected tax jurisdiction in which the Project is located.

As stated in the notice, the public hearing is scheduled for **June 15, 2021 at 8:00 a.m.** in the manner outlined in the enclosed Public Hearing Notice.

Very truly yours,

/s/ Susan R. Katzoff

SRK/llm
Enclosure

cc: Judy DeLaney, City of Syracuse Industrial Development Agency, via email (w/Enclosure)

NOTICE OF PUBLIC HEARING

As a result of the public health emergency created by COVID-19, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as further extended by subsequent orders, suspending the Open Meetings Law, **NOTICE IS HEREBY GIVEN** that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held electronically via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of June, 2021, at 8:00 a.m., local time, in conjunction with the matter set forth below. **NO PUBLIC APPEARANCES WILL BE PERMITTED**. Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4; or by accessing the link on the Agency's website, using meeting number 173 245 5085 and password DNehTqMm478 *or* via telephone at (408) 418-9388, access code: 173 245 5085.

Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney **TO BE RECEIVED BY NO LATER THAN JUNE 10, 2021.** The Public may also submit comments electronically to business@syrgov.net to be **received on or before June 10, 2021. Any written comments so received will be read into the record of the public hearing.** Minutes of the Public Hearing will be transcribed and posted on the Agency's website.

101 North Salina St, LLC, or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

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A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at 201 East Washington Street, 6th Floor, Syracuse, New York.

Dated: June 1, 2021

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0009997395

ADVANCE MEDIA NEW YORK

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SYRACUSE, NY 13202

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Account Number:12145

INV#: 0009997395

Date	Position	Description	P.O. Number	Ad Size
06/03/2021	Other Legals NY	NOTICE OF PUBLIC HEARING As a result of the public health	C2147L.00009	1 x 204.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 06/03/2021

Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 3rd day of June 2021

NOTARY PUBLIC

JULIA FREEMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR6405211
Qualified in Onondaga County
My Commission Expires: 3/2/24

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

Ad Number:0009997395

Date	Position	Description	P.O. Number	Ad Size
06/03/2021	Other Legals NY	NOTICE OF PUBLIC HEARING As a result of the public health emergency	C2147L.00009	1 x 204.00 CL

NOTICE OF PUBLIC HEARING As a result of the public health emergency created by COVID-19, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as further extended by subsequent orders, suspending the Open Meetings Law, NOTICE IS HEREBY GIVEN that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held electronically via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of June, 2021, at 8:00 a.m., local time, in conjunction with the matter set forth below. NO PUBLIC APPEARANCES WILL BE PERMITTED. Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4; or by accessing the link on the Agency's website, using meeting number 173 245 5085 and password DNehTqMm478 or via telephone at (408) 418-9388, access code: 173 245 5085. Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney TO BE RECEIVED BY NO LATER THAN JUNE 10, 2021. The Public may also submit comments electronically to business@syrgov.net to be received on or before June 10, 2021. Any written comments so received will be read into the record of the public hearing. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. 101 North Salina St, LLC, or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement. The Company shall be the initial owner or operator of the Project Facility. The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project. A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at 201 East Washington Street, 6th Floor, Syracuse, New York. Dated: June 1, 2021 CITY OF SYRACUSE INDUSTRIAL DE-

COSE INDUSTRIAL DE-
VELOPMENT AGENCY

EXHIBIT "F"

SEQRA RESOLUTION

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SEQRA RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "***Agency***") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); **Others Present**: Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1).

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE REQUEST OF 101 NORTH SALINA ST, LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

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WHEREAS, by application dated July 5, 2018 (the "***Original Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Original Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.1 acres of improved real property located at 101-239 North Salina Street (the "***Improved Parcel***") and a non-contiguous approximately .55 acre parcel of unimproved real property located at 214 North Salina Street (the "***Unimproved Parcel***" and together with the Improved Parcel, collectively, the "***Original Land***"), all located in the City of Syracuse, New York; (ii) the renovation and reconstruction of an existing two story, approximately 178,303 square foot building and associated approximately 113 space surface parking lot (collectively, the "***Existing Building***"), including but not limited to: updating the external façade; building upgrades including mechanical and electrical systems; extensive renovations of the interior of the Existing Building to be used as office and manufacturing space and renovation of the parking lot; (iii) the construction of a new three story, approximately 80,000 square foot addition to the Existing Building (the "***New Building***") to include approximately 27,000 square feet of commercial space and approximately 50,000 square feet to house approximately 50 apartment units which will be a combination of luxury, market rate and affordable rental units, plus associated common areas, all located on the Improved Parcel; (iv) the renovation of the approximately 106 space surface parking lot located on the Unimproved Parcel (collectively with the Existing Building and the New Building, the "***Original Facility***"); (v) the acquisition and installation in and at the Original Land and Original Facility of furniture, fixtures and equipment (the "***Original Equipment***" and together with the Original Land and the Original Facility, the "***Original Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (collectively the "***Original Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation, equipping and completion of the Original Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to the State Environmental Quality Review Act and the regulations promulgated thereunder ("***SEQRA***"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQRA) to be taken by the Agency and the approval of a project and grant of financial assistance constitute such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Original Project may have a significant impact upon the environment, the Company prepared and submitted to the Agency Part 1 of the Long Environmental Assessment Form (the "***Original EAF***") with respect to the Project, a copy of which is attached here as **Exhibit "A"** and on file at the office of the Agency; and

WHEREAS, the Agency examined the Original EAF in order to classify the Original Project; and

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WHEREAS, by resolution adopted August 21, 2018, the Agency classified the Original Project as a Type 1 Action and declared the intent of the Agency to be "lead agency" (as defined by SEQRA) for the purposes of a conducting a coordinated environmental review pursuant to SEQRA; and

WHEREAS, by letter dated August 21, 2018 notice was given to each "involved agency" (as defined by SEQRA) identified by the Company of the Agency's declaration to act as lead agency; and

WHEREAS, after completing its review, the Agency was prepared to make a finding that the Original Project would not have a significant impact on the environment, however before such finding by the Agency could be made, the Original Project delayed for an indefinite period of time for reasons outside of the Agency's control; and

WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), the Company submitted an application to the Agency requesting the Agency consider a revised project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in conjunction with the Project, the Company submitted a new Long Environmental Assessment Form (the "***New EAF***" and together with the Original EAF, the "***EAF***") with respect to the Project, a copy of which is attached here as **Exhibit "B"** for the Agency's review; and

WHEREAS, the Company represented and confirmed that the information and documentation regarding the revised Project as reviewed by the involved agencies is substantially the same as the Original Project, and was included in the original materials submitted to the involved agencies for review with respect to the Original Project; and

WHEREAS, the Project is a dramatic reduction in scope and impact as compared to the Original Project; and

WHEREAS, the Company has represented and confirmed that any determinations or findings made by the involved agencies based on the Original Project would not be materially altered based on the redevelopment plans for the Project;

WHEREAS, as a result of its careful review and examination of the Project, the Agency finds that, on balance, and after careful consideration of all relevant Project documentation, it has more than adequate information to evaluate as required by SEQRA all of the relevant benefits and potential impacts of the Project; and

WHEREAS, the Agency has prepared a negative declaration that summarizes its consideration of potential impacts in accordance with SEQRA; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF prepared and other information furnished by the Company, including THE representations contained in a letter from the Company to the Agency, dated June 4, 2021, that any findings of the involved agencies that were based on the Original Project would not be materially altered by the new redevelopment plans for the Project, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the second WHEREAS clause of this Resolution and constitutes a "project" as such term is defined in the Act;

(b) The Project constitutes a Type 1 Action;

(c) The Agency declared itself lead agency with respect to a coordinated review of the Project pursuant to SEQRA;

(d) The Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(e) As a consequence of the foregoing, the Agency has prepared a Parts 2 and 3 of the Full EAF with respect to the Project, a copy of which is attached hereto as **Exhibit "C"**, which shall be filed in the office of the Agency in a file that is readily accessible to the public and the Executive Director of the Agency is hereby authorized to execute and cause publication of and distribution of this negative declaration in accordance with SEQRA.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on June 15, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time ("***EO 202.1***"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

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EXHIBIT "A"

PART 1 OF ORIGINAL EAF

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: The Post Standard Building		
Project Location (describe, and attach a general location map): 101-239 and 214North Salina Street, Syracuse, NY 13202 Tax ID# 104.-08-01.0, 104.-05-07.0		
Brief Description of Proposed Action (include purpose or need): Renovation of an existing, two-story, 178,303 GSF building (plus basement), including: Removal of the existing facade on the south, east and west side of the southern half of the building, facing Clinton Square, and replacing it with a more up-to-date, energy efficient exterior skin. - Completion of general shell building upgrades, including state-of-the-art mechanical and electrical systems. - Improving approximately 24,000 SF of space on the first floor of the building for the new corporate offices of VIP Structures. - Identify additional office space tenants and improve the approximately 52,000 SF of space on the second floor of the building. - Add an additional three floors on the southern portion of the building. The third floor will contain approximately 27,000 SF of commercial office space. The fourth and fifth floors will each contain approximately 25 residential apartment units. Upgrades to the parking lot adjacent to the building, as required.		
Name of Applicant/Sponsor: 101 North Salina St, LLC	Telephone: (315) 471-5338 E-Mail: chuck.wallace@vipstructures.com	
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Chuck Wallace, Vice President, VIP Development Assoc., Inc.	Telephone: (315) 744-0714 E-Mail: chuck.wallace@vipstructures.com	
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Council, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	City of Syracuse Planning Department (site plan approval). Syracuse right of way permit.	August, 2018 (projected)
c. City Council, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☑Yes☐No	Syracuse Industrial Development Agency (financial assistance).	July 17, 2018
e. County agencies ☐Yes☑No		
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	Empire State Devel. (grant), NYS Dept. of Parks, Recreation, and Historic Preservation (8/18/18)	Awarded December 13, 2017
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☑No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Commercial District, Class A

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
Onondaga County Parks, City of Syracuse Department of Parks, Recreation, and Youth Programs.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed Use - residential apartments, commercial office space

b. a. Total acreage of the site of the proposed action? 4.69 acres
b. Total acreage to be physically disturbed? < 1.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.69 acres

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 30 Units: 50 units, 27,000 SF comm

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12-18 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	50			
At completion of all phases	50			

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No

If Yes,

i. Total number of structures 1 partial floor

ii. Dimensions (in feet) of largest proposed structure: 17' height; 210' width; and 132' length

iii. Approximate extent of building space to be heated or cooled: 255,303 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐Yes☐No
If Yes, describe:

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes☐No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes☐No
If Yes:

i. Total anticipated water usage/demand per day: 10,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes☐No
If Yes:

- Name of district or service area: City of Syracuse
- Does the existing public water supply have capacity to serve the proposal? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No
- Do existing lines serve the project site? ☑Yes☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes☑No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes☐No
If Yes:

i. Total anticipated liquid waste generation per day: 7,500 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes☐No
If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: Syracuse
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No

- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will line extension within an existing district be necessary to serve the project? ☐Yes ☑No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐Yes☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:00 a.m. - 4:00 p.m.
- Saturday: n/a
- Sunday: n/a
- Holidays: n/a

ii. During Operations:

- Monday - Friday: 24 hours
- Saturday: 24 hours
- Sunday: 24 hours
- Holidays: 24 hours

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☑No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe:

n.. Will the proposed action have outdoor lighting? ☑Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Light poles, outdoor lighting fixtures attached to building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☑No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☑No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☑ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

Residential apartments, commercial office space, and retail space

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.69	4.69	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes☑No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes☑No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☑No

If Yes:

i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes☐No

If yes, provide DEC ID number(s): 734060, C734089, V00588

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

734060 - NM - Syracuse Erie Blvd. MGP-State Superfund Program = Class A, C734089 - 432 North Franklin Street - Brownfield Cleanup Program = Class C, V00588 - 432 North Franklin Street - Voluntary Cleanup Program = Class N.

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? > 6 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: Urban Land 100 %
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: > 6 feet

e. Drainage status of project site soils: ☑ Well Drained: 100 % of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☐No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100 year Floodplain? ☐Yes ☑No

k. Is the project site in the 500 year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:
Birds
Insects

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: See attached list.

iii. Brief description of attributes on which listing is based:

Style of architecture

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Onondaga Lake

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Onondaga County Parks

iii. Distance between project and resource: 4000 feet miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 101 North Salina St, LLC Date 8/4/2018

Signature _____ Title MEMBER

PRINT FORM

Response to question E.3, e, ii

- Syracuse Savings Bank
- C.W. Snow & Company Warehouse
- Third National Bank
- Onondaga County Savings Bank Building
- Gere Bank Building
- Hanover Square Historic District
- Amos Block
- Weighlock Building

EXHIBIT "B"

PART 1 OF NEW EAF

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: The Post Standard Building ("The Post")		
Project Location (describe, and attach a general location map): 101-239 North Salina Street, Syracuse, NY 13202 Tax ID# 104.-08-01.0		
Brief Description of Proposed Action (include purpose or need): The project is the redevelopment of half-vacant The Post Standard ("The Post") building. The redevelopment includes exterior and interior work including window replacement, HVAC replacement, electrical upgrades and office build-outs.		
Name of Applicant/Sponsor: 101 North Salina St, LLC	Telephone: (315) 471-5338 E-Mail: cwallace@vipstructures.com	
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Charles C. Wallace, President, VIP Development Assoc., Inc.	Telephone: (315) 744-0714 E-Mail: cwallace@vipstructures.com	
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	City of Syracuse Planning Department (Site Plan Approval). Syracuse Right of Way Permit	June 2021 (Projected)
c. City Council, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☑Yes☐No	Syracuse Industrial Development Agency (financial assistance).	June 2021 (Projected)
e. County agencies ☐Yes☑No		
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	Empire State Devel. (grant), NYS Dept. of Parks, Recreation, and Historic Preservation (8/18/18)	Awarded December 13, 2017
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):

NYS Heritage Areas:Syracuse

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Central Business District Office and Service District (CBD-OS), Central Business District General Service District (CBD-GS)

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
Onondaga County Parks, City if Syracuse Department of Parks, Recreation, and Youth Programs.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial Office Space and industrial

b. a. Total acreage of the site of the proposed action? 4.69 acres
b. Total acreage to be physically disturbed? <1.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.69 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed?
iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12-18 months
ii. If Yes:
- Total number of phases anticipated
- Anticipated commencement date of phase 1 (including demolition) month year
- Anticipated completion date of final phase month year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No

If Yes,

i. Total number of structures

ii. Dimensions (in feet) of largest proposed structure: ____ height; ____ width; and ____ length

iii. Approximate extent of building space to be heated or cooled: ____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment: ____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: ____

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: ____ million gallons; surface area: ____ acres

v. Dimensions of the proposed dam or impounding structure: ____ height; ____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe.

v. What is the total area to be dredged or excavated? ____ acres

vi. What is the maximum area to be worked at any one time? ____ acres

vii. What would be the maximum depth of excavation or dredging? ____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐Yes☐No
If Yes, describe:

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes☐No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes☐No
If Yes:

i. Total anticipated water usage/demand per day: 10,960 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes☐No
If Yes:

- Name of district or service area: City of Syracuse
- Does the existing public water supply have capacity to serve the proposal? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No
- Do existing lines serve the project site? ☑Yes☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes☑No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes☐No
If Yes:

i. Total anticipated liquid waste generation per day: 10,960 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes☐No
If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: City of Syracuse
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No

- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will line extension within an existing district be necessary to serve the project? ☐Yes ☑No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

_____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____

_____

- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____ Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____ Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐Yes☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:00a.m. - 4:00p.m.
- Saturday: NA
- Sunday: NA
- Holidays: NA

ii. During Operations:

- Monday - Friday: 7:00a.m. - 6:00p.m.
- Saturday: NA
- Sunday: NA
- Holidays: NA

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☑No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe:

n.. Will the proposed action have outdoor lighting? ☑Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Light Poles, outdoor lighting fixtures attached to building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☑No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☑No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐Yes ☑No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☑ Urban ☐ Industrial ☑ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.69	4.69	+/-0
• Forested	-	-	-
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	-	-	-
• Agricultural (includes active orchards, field, greenhouse etc.)	-	-	-
• Surface water features (lakes, ponds, streams, rivers, etc.)	-	-	-
• Wetlands (freshwater or tidal)	-	-	-
• Non-vegetated (bare rock, earth or fill)	-	-	-
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain:

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: ____ feet
- Dam length: ____ feet
- Surface area: ____ acres
- Volume impounded: ____ gallons OR acre-feet

ii. Dam's existing hazard classification:
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation:

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities:

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): ____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): ____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes ☐No
If yes, provide DEC ID number(s): 734060 , C734089 , V00588

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

734060 - NM - Syracuse Erie Blvd. MGP-State Superfund Program=Class A C734089 - 432 North Franklin Street - Brownfield Cleanup Program = Class C, V00588-432 North Franklin Street - Voluntary Cleanup Program = Class N

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? > 6 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: Urban Land 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: > 6 feet

e. Drainage status of project site soils: ☑ Well Drained: 100 % of site
☐ Moderately Well Drained: _____ % of site
☐ Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100 year Floodplain? ☐Yes ☑No

k. Is the project site in the 500 year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:
Birds
Insects

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: acres
- Following completion of project as proposed: acres
- Gain or loss (indicate + or -): acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐No

Peregrine Falcon

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District + Weighlock Bldg

ii. Name: Hanover Square Historic District, Onondaga County Savings Bank Building, Gere Bank Building, Third National Bank, Amos Bldg

iii. Brief description of attributes on which listing is based:

Style of Architecture

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Onondaga Lake

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Onondaga County Parks

iii. Distance between project and resource: 4000 Feet miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

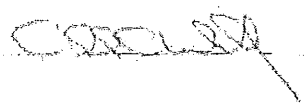
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

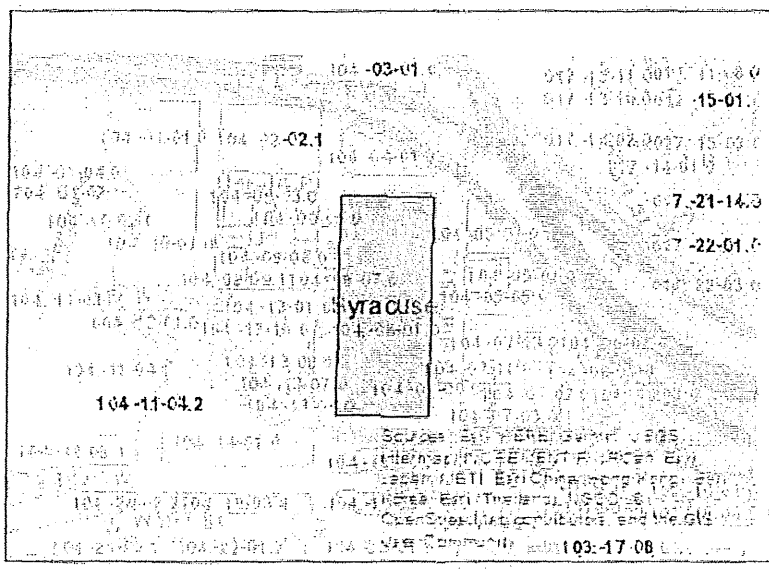
Applicant/Sponsor Name 101 North Salina St., LLC Date 06/03/2021

Signature  Title Member

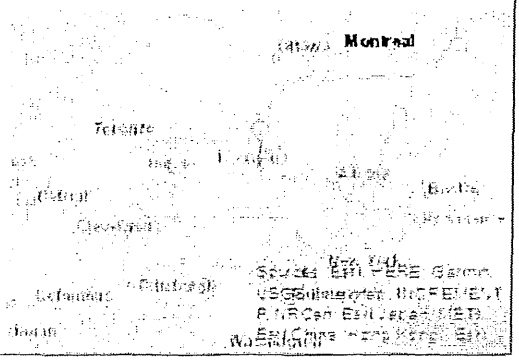
PRINT FORM

EAF Mapper Summary Report

Thursday, July 26, 2018 2:49 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Syracuse
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	734060 , C734089 , V00588
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Peregrine Falcon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Hanover Square Historic District, Onondaga County Savings Bank Building, Gere Bank Building, Third National Bank, Amos Block, Syracuse Savings Bank, Syracuse Post Office and Court House, Snow, C. W., & Company Warehouse
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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EXHIBIT C

PARTS 2 AND 3 OF FULL EAF AND NARRATIVE

Agency Use Only [If applicable]

Project: 101 North Salina Street

Date:

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑NO ☐YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑NO ☐YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☐NO ☑YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☑	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☑	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☑	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☑	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☑	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☑	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☑	☐
h. Other impacts: _____ _____		☑	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑NO ☐YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑NO ☐YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐NO ☑YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☑	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☑	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☑	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☑	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☑	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☑	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☑	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: _____ _____		☑	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑	☐

d. Other impacts: _____		☑	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____ _____		☑	☐

16. Impact on Human Health
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES
If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES

(See Part 1. C.1, C.2. and C.3.)

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES

(See Part 1. C.2, C.3, D.2, E.3)

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Agency Use Only [If Applicable]

Project: 101 North Salina Street

Date:

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attached Part 3 - Additional Information

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
See Part 3 - Additional Information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the City of Syracuse Industrial Development Agency as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency: City of Syracuse Industrial Development Agency

Name of Responsible Officer in Lead Agency: Judith DeLaney

Title of Responsible Officer: Executive Director

Signature of Responsible Officer in Lead Agency: DocuSigned by: Judy DeLaney C938C8B871BA42A... Date: 06/15/2021

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Natalie P. Hempson-Elliott, Esq.

Address: Bousquet Holstein PLLC, 110 West Fayette Street, Suite 1000, Syracuse NY 13202

Telephone Number: 315-701-6435

E-mail: NHempsonElliott@bhlawpllc.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

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City of Syracuse Industrial Development Agency

101 North Salina Street
Project FEAF Part 3 –
Additional Information

By application dated April 30, 2021, 101 North Salina St, LLC, or an entity to be formed (collectively, the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of:

(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***")

(ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and

(iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***").

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FEAF Part 3 – Additional Information (cont.)

1.) Impact on land – The proposed Project will not have an impact on land. No excavation is expected. In the unforeseen event of excavation, excavated materials will remain onsite. In the event contaminated soils are encountered, these soils will be handled in accordance with federal, state, and local regulations.

Lastly, the duration of the Project is estimated at 12-18 months. Construction activities typically result in potential impacts associated with traffic, dust, stormwater, and noise. These potential impacts are minimized as a result of the following measures:

- The Company will be required to implement a maintenance and protection of traffic plan for use during construction. The plan will be reviewed and approved by the City of Syracuse.
- The Company will be required to implement best management practices for dust control.
- Stormwater impacts will be addressed by implementation of erosion and sediment controls during construction.
- The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling.

As such, the impact on land associated with the Project is not considered a significant environmental impact.

2.) Impact on geological features – The Project site does not contain known unique or unusual land forms (e.g. cliffs, dunes, minerals, fossils, caves). No impact to significant geological features will occur because of the proposed Project.

3.) Impacts on surface water – Project site improvements include improvements to existing impervious surfaces including sidewalk replacements. The Project operation does not produce materials considered hazardous substances and use of such substances will occur in accordance with applicable law and regulation and are not expected to potentially contaminate local ground water supplies. Consequently, the Project is not expected to result in an adverse change in surface water quality or quantity.

4.) Impact on groundwater – The Project is not located within the footprint of a sole source, or primary aquifer, however the site does overly a principal aquifer. NYSDEC defines principal aquifers as "aquifers known to be highly productive or whose geology suggests abundant potential water supply, but which are not intensively used as sources of water supply by major municipal systems at the present time."

The Project does not involve use or disposal of hazardous materials, or the bulk storage of petroleum or chemical products that could potentially contaminate local groundwater supplies. In addition, no change in drainage patterns, or increase in impervious surfaces is anticipated as a result of the Project. Therefore, no significant impact to the local aquifer is

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expected to occur as a result of the Project.

5.) Impact on flooding – The proposed Project is not located in a floodway, the 100 Year Floodplain or the 500 Year Floodplain. The Project is not located over or immediately adjacent to a primary, principal or sole source aquifer. The Project will comply with New York State Department of Environmental Conservation General Permit for Stormwater Discharges from construction activity that covers the Project. As a result, the Project is expected to improve existing conditions rather than result in a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

6.) Impacts on air – The U. S. Environmental Protection Act (USEPA), through the federal Clean Air Act (CAA), has established National Ambient Air Quality Standards (NAAQS) for six criteria pollutants: carbon monoxide (CO), sulfur dioxide (SO2), nitrogen dioxide (NO2), particulate matter (PM10 and PM2.5), ozone, and lead. An area that violates a national primary or secondary NAAQS for one or more of the USEPA designated criteria pollutants is referred to as non-attainment. A maintenance area is one that has previously been in violation of the NAAQS but has since implemented an avoidance plan and has had no additional violations over an extended period of time.

The Project is located in Onondaga County. According to the USEPA Green Book (current as of February 28, 2019), Onondaga County is currently in attainment for all criteria pollutants, except CO, which is listed as "maintenance". Based on a detailed review of the Green Book, Onondaga County was designated as a CO non-attainment area until 1992. Since 1993, the County has been in compliance (i.e., maintenance area) with the NAAQS for all criteria pollutants, including CO. An area that has remained in compliance with the NAAQS for an extended period of time is re-designated as "attainment".

According to both the NYSDEC and USEPA, Onondaga County is in full attainment with the CO NAAQS. Specifically, Onondaga County was designated as a maintenance area in 1993 and has not had any violations of the NAAQS since that time. NYSDEC met the requirements specified in two Maintenance Plans, each lasting a period of ten years. Therefore, the 20-year maintenance period is over and NYSDEC has met its obligations; Onondaga County is in attainment with the CO NAAQS.

Air emission sources require consistency with State and federal air quality standards. The New York air permitting program regulates sources of air pollution. The program is required under provisions set forth in the CAA and New York State regulation (6 NYCRR Part 201). NYSDEC Division of Air Resources administers the air program. The proposed Project does not include equipment that requires registration or permitting from New York State's air program.

7.) Impacts on plants and animals – The proposed Project is located in an urban environment. Peregrine falcons are identified in the vicinity of the Project site. The proposed rehabilitation is not expected to affect the habitat of the peregrine falcon. For example, the building exterior and trees or vegetation located on the site will not be disturbed. No significant impact to plants and animals will occur as a result of the Project.

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FEAF Part 3 – Additional Information (cont.)

8.) Impacts on agricultural resources – The Project is not located in a New York State Agricultural District. No farmland soils occur within the proposed limits of disturbance. No significant impacts to agricultural resources will occur.

9.) Impacts on aesthetic resources – The Project site does not contain, and is not located adjacent to, identified scenic/aesthetic resources. There are no officially designated federal, state, or local scenic or aesthetic resources within the vicinity of the property.

10.) Impacts on historical and archeological resources – The State Historic Preservation Office (SHPO) has conducted a review consistent with Section 106 of the National Historic Preservation Act of 1966. In a letter dated December 4, 2018, the SHPO indicates that the project will result in no significant impacts to historic properties including archeological and/or historic resources.

11.) Impacts on open space and recreation – The proposed action will not result in a loss of recreational opportunities, and/or open space. There are no existing recreational opportunities on-site, and the site is not located in a designated municipal open space plan.

12.) Impacts on critical environmental areas – No designated critical environmental areas occur within or immediately adjacent to the Project site. The current action will not involve impacts to designated critical environmental areas.

13.) Impacts on transportation – The proposed Project is not anticipated to involve a significant increase in existing traffic levels.

14.) Impacts on energy – Electricity and natural gas in the Project location are supplied by National Grid. Water will be provided by the City of Syracuse's water system. Sewer service will be provided by the City of Syracuse and treated at the Metropolitan Syracuse Wastewater Treatment Plant.

Operation of the Project will result in increased use of electricity, natural gas, and/or water resources as well as increased discharge of wastewater into the sewer collection and treatment system. The Company has coordinated with the local utility providers regarding supply and availability of necessary services. Operation of the facility is not expected to exceed available natural resource or future energy supplies.

Additionally, construction and/or operation of the facilities would not involve a need for unusual materials or those in short supply. As with any construction project, there will be short-term increases in electrical and gasoline usage to power construction equipment and for worker travel.

15.) Impacts on noise, odor, and light

Noise - The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling. Noise levels will generally return to pre-construction levels following

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completion of the Project.

Odors - The proposed Project will not cause an increase in odors.

Light –Lighting will not impact adjacent properties and will be dark sky compliant. Parking lot fixtures will comply with City of Syracuse regulations.

16.) Impact on Human Health – The proposed Project will not result in an impact to human health from exposure to new or existing sources of contaminants. The Project operation does not use or produce materials considered hazardous substances, and therefore will not create a condition increasing the adjacent public's exposure to harmful chemicals.

17.) Consistency with community plans – The action will not result in population growth in the City of Syracuse that exceeds 5%, or in increasing density that will impact existing infrastructure. The Project does not require a change in zoning. Given that material consistency with the City's requirements is expected, no significant impacts associated with community plans are anticipated.

In summary, the proposed Project will not result in the following:

- An increase in population within the City of Syracuse.
- A change in zoning or existing land use plans.
- A change in the density of development that would exceed the capacity of existing infrastructure.
- Induced socioeconomic impacts from residential or commercial development.

18.) Consistency with community character – The proposed action is consistent with the existing community character as described below:

- The Project is located in an area with buildings of similar size and function.
- The Project will not result in any impacts to historic structures.
- It will not significantly increase the need for schools, parks, roads, infrastructure.
- It will not result in a significant increase in the need for emergency services.
- It will not result in any displacement of housing will occur.

EXHIBIT "G"

INDUCEMENT RESOLUTION

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INDUCEMENT RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "***Agency***") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present**: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); **Others Present**: Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***") to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and

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furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more "projects" (as defined in the Act); and

WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency adopted a resolution on May 18, 2021 describing the Project and the proposed financial assistance and authorizing a public hearing with respect thereto ("***Public Hearing Resolution***"); and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on June 3, 2021, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 1, 2021; and

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WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), the Agency is required to make a determination whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, by resolution adopted June 15, 2021 (the "***SEQRA Resolution***"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, the Company, which shares principals with VIP Structures Inc. ("***VIP***"), one of the proposed tenants in the Project, advised that it is reasonably necessary to relocate VIP from their current offices in order to preserve the competitive position of VIP in its respective industry as its current location at One Webster's Landing presents space constraints relative to growth and configuration issues that hinder communication. The current space contains approximately 23,000 sq.ft of usable office space spread over 5 floors. VIP currently employs a total of 128 people and is growing. The existing building cannot accommodate more staff, and the building cannot be expanded. Moreover, a key principle of VIP's business model is the integration of its business units; namely, architecture, engineering, construction and development providing the delivery of an integrated "design - build" approach to projects. This is VIP's most important defining feature, the feature that distinguishes it from its competitors in the region. Optimal interdisciplinary staff integration is currently impeded with the location of staff on five different floors. With its move to the Project Facility, staff from all of VIP's business units will be located on one floor, facilitating the collaboration and integration that distinguishes VIP from its competitors and will provide the needed room for growth; and

WHEREAS, in addition to the foregoing, the Company noted that the ongoing plans for the deconstruction/reconstruction of Interstate Route 81 and the potential negative impacts (including possible demolition of) on VIP's existing location create uncertainty for VIP. VIP needs to relocate to create stability and certainty for its future, to maintain its competitive market position in its industry, and to enable future growth; and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse (the "***City***"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act as set forth herein; and (iii) the Project will serve the purposes of the Act by advancing job

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opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

(A) Ratifies the findings in its SEQRA Resolution;

(B) The Project constitutes a "*project*" within the meaning of the Act;

(C) The Project is located in a "Highly Distressed Area" as defined in Section 854(18) of the Act.

(D) The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency's agent for completion of the Project will be an inducement to the Company to acquire, reconstruct, renovate, equip and complete the Project Facility in the City, and will serve the purposes of the Act by, among other things, advancing job opportunities, the standard of living and economic welfare of the inhabitants of the City;

(E) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act as demonstrated and represented by the Company and as set forth herein; and

(F) The Financial Assistance approved hereby includes an exemption from real property taxes, State and local sales and use taxes and mortgage recording taxes, and the appointment of the Company as agent of the Agency as further set forth herein.

Section 3. As a condition to the appointment of the Company as agent of the Agency, and the conference of any approved Financial Assistance, the Company and the Agency shall first execute and deliver: (i) a project agreement in substantially the same form used by the

Agency in similar transactions (the "***Project Agreement***"); (ii) an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project, the form and substance of the agreement is attached hereto as **Exhibit "A"** (the "***Agreement***"); and (iii) the Lease Documents (as defined herein) unless otherwise authorized by the Agency. The Chair, Vice Chair or Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Project Agreement, the Agreement and the Lease Documents (as defined herein), in form and substance similar to other such agreements and documents used by the Agency for similar transactions, with changes in terms and form as shall be consistent with this Resolution and as the Chair or Vice Chair shall approve. The execution thereof by the Chair, Vice Chair and/or Executive Director shall constitute conclusive evidence of such approval. Subject to the due execution and delivery by the Company of the Project Agreement, the Agreement and the Lease Documents, the satisfaction of the conditions of this Resolution, the Agreement, the Project Agreement, the Lease Documents and the payment by the Company of any attendant fees and costs of the Agency, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **$435,488.**

Section 4. Subject to the terms of this Resolution and the execution and delivery of, and the conditions set forth in, the Agreement and the Project Agreement the Agency will: (i) acquire an interest in the Land and Facility pursuant to a lease agreement (the "***Lease***") to be entered into between the Company and the Agency; accept an interest in the Equipment pursuant to a bill of sale from the Company (the "***Bill of Sale***"); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the "***Sublease***" and with the Lease and the Bill of Sale, and all other documents required by the Agency for similar transactions, including but not limited to, an environmental compliance and indemnification agreement, collectively, the "***Lease Documents***") to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance; and (iv) provided that no default shall have occurred and be continuing under the Agreement, and provided the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency's undertaking of the Project, execute and deliver all other certificates and documents necessary or appropriate for the grant of the approved Financial Assistance, in form and substance acceptable to the Agency.

Section 5. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 6. The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement, is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") to proceed with the reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with

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the Agreement. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the "***Commissioner***") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. for purposes of exemption from New York State (the "***State***") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Section 7. The Chair, Vice Chair and/or the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein as the (Vice) Chair deems appropriate, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution, the Agreement and/or the Project Agreement.

Section 8. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Company's execution and delivery of the Lease Documents and the documents set forth in Section 3 hereof.

Section 9. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 10. Should the Agency's participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 11. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

Section 12. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 13. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on June 15, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time ("***EO 202.1***"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

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EXHIBIT "A"

AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "***Agency***"), with an office at 201 E. Washington Street, 6th Floor, Syracuse, New York 13202 and **101 NORTH SALINA ST, LLC**, with a mailing address of One Websters Landing, Syracuse, New York 13202 (the "***Company***").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the "***Act***") to designate an agent for constructing, renovating and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company, by application dated May 7, 2021 (the "***Application***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection

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with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the approved Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease agreement, an agency lease agreement, a bill of sale and an environmental compliance and indemnification agreement, shall be collectively referred to herein as the "***Lease Documents***".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the reconstruction, renovation, equipping and completion of the Project Facility, and the use and appointment, as necessary, by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***"): (i) will be an inducement to it to reconstruct, renovate and equip the Project Facility in the City of Syracuse (the "***City***"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project Facility will promote, create and/or preserve private sector jobs in the State. The Company hereby further represents to the Agency that the Project Facility is not primarily used in making retail sales to customers who personally visit the Facility.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the reconstruction, renovation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06. On June 15, 2021, the Agency adopted a resolution (the "***Inducement Resolution***") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, reconstruction, renovation and equipping of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **$435,488.**

1.07. In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, the execution and delivery of a project agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of reconstruction, renovation and equipping the Project Facility, entering into contracts and doing all things requisite and proper for reconstruction, renovation and equipping the Project Facility.

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Article 2. Undertakings on the Part of the Agency. Based upon the statement, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated, pursuant to the terms hereof, the Company as the Agency's agent for reconstructing, renovating and equipping the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) designation by the Company of Additional Agents for reconstruction, renovation and equipping of the Project Facility subject to the terms hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.05, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the reconstruction, renovation and equipping of the Project Facility and the utilization of and, as necessary the appointment of, Additional Agents.

2.05. Subject to the execution of the Lease Documents and Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency: (i) for the reconstruction, renovation and equipping of the Project Facility; and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the reconstruction, renovation and equipping of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency's review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein the Company agrees as follows:

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3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, and reconstruction, renovation and equipping of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, reconstruction, renovation and equipping of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates, endorsements, binders and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City, the City Planning Commission and any other

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governmental authority which approvals, permits and consents are required under applicable law for the development, reconstruction, renovation and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a Local Access Agreement to be obtained from the City of Syracuse Industrial Development Agency and agrees to utilize, and cause its Additional Agents to utilize, local contractors and suppliers for the reconstruction, renovation, equipping and completion of the Project unless a waiver is received from the Agency in writing. For purposes of this Agency Agreement, the term "***Local***" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. The Company agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project Facility.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, reconstruction, renovation and equipping thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute) it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental or machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06 The Company shall proceed with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the Agency in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the

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Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each Additional Agent which provides for the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each Additional Agent; (ii) a commitment to utilize local contractors and suppliers for the reconstruction, renovation and equipping of the Project ("local" being defined in Section 3.01(h) hereof); (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the Agency and the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that the failure to comply with the foregoing will result in the loss of the exemption; and (v) such other terms and conditions as the Agency deems necessary; and

(2) A completed "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss of the Company's exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company ratifies and confirms its obligations to pay an annual administrative reporting fee in accordance with the Agency's fee schedule to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects. In addition, the Company ratifies and confirms its absolute obligation to pay on demand all of the Agency's legal fees associated with the undertaking of the Project, including but not limited to, review of the application, preparation of resolutions and attendance at meetings and to correspondence and calls, regardless of whether benefits are ultimately conferred on the Project.

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Article 4. General Provisions.

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; and

(b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; and

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act, and in accordance with the Agency's Recapture of Benefits Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "***Recapture Amount***") including, but not limited to: (1) (a) that portion of the State and local sales and use tax exemption to which the Company was not entitled, which is in excess of the amount of the State and local sales and use tax exemption authorized by the Agency or which is for property or services not authorized by the Agency; or (b) the full amount of such State and local sales and use tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; or (c) the full amount of such State and local sales and use tax exemption in the event the Company fails to execute and deliver the Lease Documents in accordance herewith or fails to complete the Project; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "***State***") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes

imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight. In addition to the foregoing, the Agency may recapture other benefits comprising the Financial Assistance in accordance with the Agency's Recapture Policy (a copy of which is on the Agency's website).

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before **June 15, 2022**, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, reconstruction, renovation and equipping of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for the construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the fees of counsel for the Agency for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

4.05. **The Company acknowledges that Section 875(7) of the New York General Municipal Law ("*GML*") requires the Agency to post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company's competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or**

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contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 15th day of June, 2021.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Judith DeLaney, Executive Director

101 NORTH SALINA ST, LLC

By: _____
Name:
Title:

EXHIBIT "H"

PILOT RESOLUTION

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PILOT RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "***Agency***") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); **Others Present**: Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX ("PILOT") SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH THE PILOT SCHEDULE

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection

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with one or more "projects" (as defined in the Act);

WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), 101 North Salina, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on June 15, 2021 the Agency completed the SEQRA review of the Project, which constitutes a "Type I Action", by adopting a resolution (the "***SEQRA Resolution***") wherein it determined that the Project will not have a significant adverse effect on the environment and authorized the issuance of a negative declaration; and

WHEREAS, on June 15, 2021, the Agency resolved to take official action toward the acquisition, reconstruction, renovation, equipping and completion of the Project (the "***Inducement Resolution***"); and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider a 15-year payment in lieu of tax (the "***PILOT***") schedule, as more fully described on **Exhibit "A"** attached hereto, which schedule conforms with the Agency's Uniform Tax Exemption Policy ("***UTEP***") established pursuant to General Municipal Law Section 874(4); and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT, as part of the Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the

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Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act and as set forth in the Inducement Resolution; and (iii) undertaking the Project will advance job opportunities in the State and promote the general prosperity and economic welfare of the inhabitants of the City of Syracuse in furtherance of the purposes of the Act.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT schedule, and subject to compliance with the terms of the Inducement Resolution, the Agency hereby approves and the (Vice) Chair and Executive Director, acting individually, are each authorized to execute and deliver a PILOT agreement (the "***PILOT Agreement***") providing for the PILOT schedule attached as **Exhibit "A"** hereto, all in such form and substance as shall be substantially the same as used by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chair or Vice Chair of the Agency upon the advice of counsel to the Agency.

(2) The (Vice) Chair and/or Executive Director, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any and all such additional certificates, instruments, documents or affidavits, all in substantially the same form as used by the Agency in other similar transactions, and to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein as the (Vice) Chair shall approve, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(4) Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of the Financial Assistance set forth herein and consummate the PILOT agreement.

(5) The Secretary and/or the Executive Director of the Agency are hereby authorized to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(6) This Resolution shall take effect immediately, but is subject to execution by the Company of the Lease Documents, a PILOT Agreement and the Agreement and Project Agreement (as defined in the Inducement Resolution and/or herein) and compliance with all other resolutions and other related documents adopted and/or approved by the Agency in conjunction with the Project and/or as set forth herein.

(7) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on June 15, 2021, with the original thereof on file in my office, and that the same (including any and all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("***EO 202.1***"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

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EXHIBIT "A"

PROPOSED PILOT SCHEDULE

Total Annual Payment

Year	*Amount*
1	$149,874.92
2	$152,872.42
3	$155,929.87
4	$159,048.46
5	$162,229.43
6	$165,474.02
7	$168,783.50
8	$172,159.17
9	$175,602.36
10	$179,114.40
11	$218,466.78
12	$259,321.61
13	$301,723.24
14	$345,717.21
15	$391,350.25
Total	$3,157,667.64

EXHIBIT "I"

FINAL APPROVING RESOLUTION

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FINAL APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "***Agency***") held a meeting on the 15th day of June, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=m2efdee5dd594ed46848d90bc9de1e1b4; (or by accessing the link on the Agency's website) and using meeting number 173 245 5085 and password DNehTqMm478; or via telephone at (408) 418-9388 with access code: 173 245 5085, in conjunction with the matter set forth below.

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey and Dirk Sonneborn (in person) and Rickey T. Brown (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie (in person) and John Vavonese (via tele/videoconference, in accordance with the Governor's Executive Order 202.1); **Others Present**: Matthew Oja (in person) and Christopher Bianchi, Scott Dumas, Charles Wallace, Christine Stevens, Jeff Appel and Rick Moriarty (via tele/videoconference, in accordance with the Governor's Executive Order 202.1)

The following resolution was offered by Dirk Sonneborn and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A COMMERCIAL PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), by application dated May 7, 2021 (the "***Application***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***")

located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on June 3, 2021, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 1, 2021; and

WHEREAS, the Agency adopted a resolution on August 21, 2018 (the "***Lead Agency Resolution***") entitled:

> **RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT**

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 15, 2021 (the "***SEQRA Resolution***") entitled:

> **RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE REQUEST OF 101 NORTH SALINA ST, LLC WILL NOT**

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HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 15, 2021 (the "***Inducement Resolution***") entitled:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 15, 2021 (the "***PILOT Resolution***") entitled:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION THEREWITH

which resolution is in full force and effect and has not been amended or modified; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby ratifies its SEQRA Resolution, Inducement Resolution and the PILOT Resolution with respect to the Project and Financial Assistance, and makes the following findings and determinations:

(a) The acquisition of a controlling interest in the Project Facility by the Agency, the granting of the approved Financial Assistance in accordance with the Inducement Resolution and the designation of the Company as the Agency's agent for completion of the Project will be an inducement to, and permit, the Company to develop and operate the Project Facility in the City of Syracuse, thus serving the public purposes of Article 18-A of the General Municipal Law of New York State by promoting and preserving the job opportunities, general

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prosperity, health and economic welfare of the inhabitants of the City of Syracuse (the "***City***") in furtherance of the purposes of the Act;

(b) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act and as set forth in the Inducement Resolution;

(c) The commitment of the Agency to provide the approved Financial Assistance in accordance with the Inducement Resolution to the Company will enable and induce the Company to acquire, reconstruct, renovate, equip and complete the Project Facility and help provide much needed affordable housing in the City of Syracuse;

(d) The acquisition, reconstruction, renovation, equipping and completion of the Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the City and the granting of the Financial Assistance is a necessary component to the financing of the Project;

(e) The Project Facility constitutes a "project" within the meaning of the Act; and

(f) It is desirable and in the public interest for the Agency to grant Financial Assistance in connection with the Project.

Section 2. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. The Project will serve the public purposes of Article 18-A of the General Municipal Law of the State of New York by advancing job opportunities and promoting economic development.

Section 3. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 4. Subject to the conditions set forth in this and prior resolutions adopted by the Agency, the Project Agreement and the Agreement (each as defined in the Inducement Resolution), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease or sell the Land and Facility from the Company pursuant to a lease or sale agreement between the Agency and the Company (the "***Company Lease***"); acquire an interest in the Equipment pursuant to a bill of sale from the Company (the "***Bill of Sale***"); and sublease or sell the Project Facility to the Company pursuant to a sublease or sale agreement (the "***Agency Lease***"); (C) secure the Company's borrowings with respect to the Project Facility by joining in

one or more construction or permanent mortgages on the Project Facility in favor of the Company's lenders(s); (D) provide the approved Financial Assistance; and (E) execute and deliver any other documents necessary to effectuate the actions contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

Section 5. The (Vice) Chair and the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified in Section 4 of this Resolution as well as the Lease Documents (as defined in the Inducement Resolution) and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in Section 4 of this Resolution and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 6. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 7. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the (Vice)Chair and/or the Executive Director, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

Section 8. The approvals provided for herein are contingent upon the Company's payment of all of the Agency's fees and costs, including but not limited to attorney's fees.

Section 9. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 10. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on June 15, 2021, with the original thereof on file in my office, and that the same (including any and all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("***EO 202.1***"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/6/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "J"

TEMPORARY APPOINTMENT RESOLUTION

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APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on July 20, 2021 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Rickey T. Brown, Dirk Sonneborn

EXCUSED: Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie and John Vavonese; Others Present: Aggie Lane, Joe Marusa, Peter King, Elmore Davis, Rick Moriarty

The following resolution was offered by Dirk Sonneborn and seconded by Rickey T. Brown:

RESOLUTION APPROVING THE TEMPORARY APPOINTMENT OF THE COMPANY AS AGENT OF THE AGENCY WITH RESPECT TO A PROJECT AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business

functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on June 3, 2021, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 1, 2021; and

WHEREAS, by resolution adopted June 15, 2021 (the "***SEQRA Resolution***"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, pursuant to a resolution adopted by the Agency on June 15, 2021 (the "***Inducement Resolution***"), the Agency approved the undertaking of the Project and the appointment of the Company as its agent for purposes of completing the Project; and

WHEREAS, the Inducement Resolution authorized State and local sales and use tax exemptions for the Project in an amount not to exceed **$435,488**; and

WHEREAS, the Company is working to complete its financing on the Project but needs to take full advantage of the construction season in order to stay on schedule including ordering certain materials and/or commencing with the renovations/reconstruction. As such, the Company is requesting the Agency execute and deliver a temporary sales tax exemption appointment through October 20, 2021 (the "***Temporary Period***"), prior to the closing on the lease transactional documents with the Agency relative to the Project, such that the Company can commence with the renovations and reconstruction and benefit from the exemption from State and local sales and use taxes while finalizing its financing (the "***Temporary Appointment***").

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and

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develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

(2) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The action taken pursuant to this Resolution does not amount to a significant change in the Project from what was originally approved by the Agency, and therefore no further review under SEQRA is required.

(b) Pursuant to the terms of the Inducement Resolution, the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved by the Agency for the Project shall not exceed **$435,488.**

(c) The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to the Company's Temporary Appointment as agent of the Agency and to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

(d) The Agency approves the Company's Temporary Appointment and delivery of an appointment letter (the "***Letter***") subject to execution of an interim project agreement by and between the Company and the Agency (the "***Interim Project Agreement***") as well as any necessary and related documents, including but not limited to, an Environmental Compliance and Indemnification Agreement, a Bill of Sale and a general certificate (collectively with the Letter and the Interim Project Agreement, the "***Temporary Documents***"), all effective through the Temporary Period.

(e) As a condition precedent to the Agency's execution and delivery of the Temporary Documents, the Company has, or will: (i) execute and deliver the Agreement (as defined in the Inducement Resolution) and the Temporary Documents; (ii) agree to comply with the provisions thereof and of the Act; and (iii) remit to the Agency 25% of the Agency's administrative fee (currently based on the Company's Application) as well as the Agency's legal fees associated with the issuance of the Temporary Documents, if so required by the Agency.

(f) The Agency approves, subject to the terms hereof, the execution and delivery of the Temporary Documents effective through **October 20, 2021**; and the Chair, Vice Chairman and/or Executive Director of the Agency are each hereby authorized, upon review and advice of counsel, on behalf of the Agency, to execute and deliver the Temporary Documents, in form and substance similar to other such agreements entered into by the Agency. The execution thereof by the Chair, Vice Chairman or Executive Director constitutes conclusive evidence of such approval.

(g) The Company may utilize, and is hereby authorized to appoint, subject to the terms and conditions of the Project Agreement (including the execution by the Additional Agent (as defined herein) of a Sub-Agent Agreement (as defined in the Project Agreement)), a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") to proceed with the construction and equipping of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf provided the Company execute, deliver and comply with the Temporary Documents. The Company shall provide, or cause Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project, and the Company shall, and cause each Additional Agent to, make such records available to the Agency and the State Commissioner of Taxation and Finance (the "***Commissioner***") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Company, the Agency or its designee upon request.

(h) Bousquet Holstein PLLC, as counsel to the Agency is hereby authorized to work with the Company and others to prepare the Temporary Documents and all documents necessary to effect the intent of this Resolution.

(i) Should the Agency's participation in the Temporary Documents regarding the Project Facility be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Letter and Interim Project Agreement, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

(j) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(k) This Resolution shall take effect immediately.

(l) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(m) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on July 20, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 7/22/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "K"

LOCAL ACCESS WAIVER RESOLUTION

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APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to the Governor Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, as extended from time to time including September 2, 2021, the City of Syracuse Industrial Development Agency (the "***Agency***") held a special meeting on the 30th day of September, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=mc0bb61adbeed18e60a21b1f9a98234e0; (or by accessing the link on the Agency's website) and using meeting number 2336 173 6505 and password zXsv2rKSq36; or via telephone at (408) 418-9388 with access code: 2336 173 6505, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson Rickey T. Brown and Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie and John Vavonese; Others Present: John Sidd, Esq., Lindsey Haubenreich, Esq., Milan Tyler, Esq., Jeffrey Appel, Khash Bayani, Spiro Spilotis, Christine Stevens, M. Braun

The following resolution was offered by Steven Thompson and seconded by Rickey T. Brown:

RESOLUTION AUTHORIZING A WAIVER OF THE AGENCY'S LOCAL ACCESS POLICY

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency

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undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company and the Agency intend to close on the Project and execute the necessary lease transactional documents, including but not limited to a Local Access Agreement whereby the Company will acknowledge and agree to be bound by the Agency's Local Access Policy which provides, in part, that the Company and its additional agents utilize local labor, contractors and suppliers for the construction, reconstruction, renovation, equipping and completion of the Project Facility. For purposes of the Local Access Policy, the term "***local***" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties (the "***Approved Counties***"); and

WHEREAS, by correspondence dated September 23, 2021, the Company requested a waiver of the Agency's Local Access Policy (the "***Waiver***") for a portion of its tenant buildout forming part of the Project. Pursuant to the terms of the Company's lease with ChaseDesign, (the "***Tenant***"), the Company is obligated to build out certain of the Tenant's space in accordance with their design specifications. The Tenant's parent company requires the use of preferred vendors for certain products including carpeting and lighting. As a result, the Tenant is obligated to comply with these requirements which it has included in its lease with the Company relative to the build-out; and

WHEREAS, the total dollar value of the carpet, not including sales tax, is estimated to be $130,000. The Company believes, but cannot guaranty, that the installers will be local. In addition, the total dollar value of the light fixtures, not including sales tax, is estimated to be $340,000 which represents a fraction of the total dollar value of the electrical scope of work. It

is noted that the electrician installing the fixtures is local (all of the foregoing, collectively, the "***Work***"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), the Agency is required to make a determination as to whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA). The Agency has classified the granting of the Waiver and the approval of the Transfers as a "Type II" action as that term is defined under SEQRA, and therefore no further review is required.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) the action authorized pursuant to this Resolution constitutes a Type II action under SEQRA and no further review is required; and

(b) the Agency authorizes the Waiver solely for the Work as set forth herein.

(2) The Waiver provided for herein shall apply only to the specific Work set forth herein and shall not be construed to waive any other requirements relative to any other contractors, subcontractors or suppliers under the Agency's Local Access Policy for any labor, equipment or supplies.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(4) The Secretary and/or the Executive Director of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(5) This Resolution shall take effect immediately. A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

DocuSign Envelope ID: 30252B5E-7570-4458-8BEC-F6497962DD9F

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on September 30, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("***EO 202.1***"), as amended and extended from time to time, such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 10/13/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "L"

RESOLUTION EXTENDING TEMPORARY APPOINTMENT

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APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to the Governor's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, as extended from time to time including September 2, 2021, the City of Syracuse Industrial Development Agency (the "***Agency***") held a special meeting on the 30th day of September, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=mc0bb61adbeed18e60a21b1f9a98234e0; (or by accessing the link on the Agency's website) and using meeting number 2336 173 6505 and password zXsv2rKSq36; or via telephone at (408) 418-9388 with access code: 2336 173 6505, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson Rickey T. Brown and Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., Lori McRobbie and John Vavonese; Others Present: John Sidd, Esq., Lindsey Haubenreich, Esq., Milan Tyler, Esq., Jeffrey Appel, Khash Bayani, Spiro Spilotis, Christine Stevens, M. Braun

The following resolution was offered by Steven Thompson and seconded by Rickey T. Brown:

RESOLUTION APPROVING THE EXTENSION OF THE TEMPORARY APPOINTMENT OF THE COMPANY AS AGENT OF THE AGENCY UNTIL NOVEMBER 20, 2021; AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution adopted June 15, 2021 (the "***SEQRA Resolution***"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, on June 15, 2021, the Agency adopted a resolution which, among other things, authorized the Agency to undertake the Project and appoint the Company as its agent for purposes of acquiring, renovating and equipping the Project Facility (the "***Inducement Resolution***") subject to the terms thereof and the execution of an agency agreement in substantially the same form attached to the Inducement Resolution (the "***Agency Agreement***"); and

WHEREAS, by resolution adopted on July 20, 2021, at the request of the Company, the Agency authorized the temporary appointment of the Company as the Agency's agent for purposes of undertaking certain work with respect to the Project Facility prior to the Company being able to close on the lease transaction with the Agency (the "***Lease Transaction***"), such that the Company could benefit from exemptions from State and local sales and use tax in an amount not to exceed **$435,488** (the "***Temporary Appointment***"); and

WHEREAS, to effectuate the Temporary Appointment, the Agency and Company executed an Interim Project Agreement (the "***Interim Project Agreement***"), a Bill of Sale and an

Environmental Compliance and Indemnification Agreement each dated August 10, 2021, each in favor of the Agency, and the Agency issued a Temporary Sales Tax Appointment Letter to the Company on August 10, 2021 (the "***Letter***") and a Form ST-60 – IDA Appointment of Project Operator or Agency for Sales Tax Purposes was filed with the New York State Department of Taxation and Finance. The Temporary Appointment is set to expire on October 20, 2021; and

WHEREAS, the Company has requested an extension of the Company's Temporary Appointment through and including November 20, 2021 to allow the Company time to complete its financing on the Project and close on the lease transaction with the Agency while continuing to benefit from the Temporary Appointment to ensure continue work on the Project (the "***Extension***"); and

WHEREAS, the Extension is in furtherance of the financial assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to the State Environmental Quality Review Act ("***SEQRA***"), and the present request for Extension does not require reconsideration or further review by the Agency under SEQRA. .

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The granting of the Extension of the Temporary Appointment does not require reconsideration or further review by the Agency under SEQRA.

(b) The Agency authorizes the Extension of the Temporary Appointment of the Company through and including **November 20, 2021.**

(c) By operation of, and subject to the terms of, this Resolution, the Temporary Appointment shall be extended through and including **November 20, 2021** but all other terms and conditions of the Interim Project Agreement remain unchanged and in full force and effect.

(d) By accepting the Extension and benefitting therefrom, the Company shall acknowledge that regardless of whether the Company closes on the lease transaction or receives any additional benefits from the Agency, the Company shall nonetheless be responsible for all legal fees incurred by the Agency; and that failure to close on the lease transaction on or before **November 20, 2021** will result in the Agency seeking to recapture all of the State and local sales and use tax exemptions realized by the Project from the Company.

(2) The Agency is authorized to execute any and all documents necessary to effectuate the Extension and the sales tax appointment agent status of the Company and/or its Additional Agents (as that term is defined in the Agency's Inducement Resolution) (collectively, the "***Extension Documents***") including but not limited to revisions or amendments of the Interim Project Agreement, issuance of a new Sales Tax Appointment Extension Letter and an

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amendment or extension of the appropriate "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for each of the applicable entities; and the (Vice) Chair and Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Executive Director, Chair or Vice Chair constitutes conclusive evidence of such approval.

(3) As a further condition of the Extension, the Company will: (i) confirm that all insurance as well as Environmental Compliance and Indemnification Agreement executed and delivered in conjunction with the Interim Project Agreement, remains in full force and effect and will continue to do so for so long as the Extension is in effect and in accordance with its terms; (ii) submit to the Agency any applicable information, including but not limited to proof of insurance naming the Agency as an additional insured pursuant to the Agency's requirements, requested by the Agency with respect to the Extension; (iii) certify that any and all Financial Assistance being provided and/or used pursuant to this Resolution is being used on the Project as described herein; (iv) remit and/or acknowledge its obligation to pay all legal fees incurred by the Agency in exchange for the Agency's grant of the Extension; and (v) submit any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(4) The Company shall execute and deliver any and all documents required by the Agency in connection with the Extension and to carry out the intent of this Resolution; and

(5) The Company shall provide or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the Agency and the State Commissioner of Taxation and Finance (the "***Commissioner***") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request.

(6) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(7) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

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(8) This Resolution shall become effective immediately. A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on September 30, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("***EO 202.1***"), as amended and extended from time to time, such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 10/13/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "M"

RESOLUTION EXTENDING TEMPORARY APPOINTMENT

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APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant the Governor's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, as extended on September 2, 2021, the City of Syracuse Industrial Development Agency (the "***Agency***") held a meeting on the 16th day of November, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: https://syrgov.webex.com/syrgov/j.php?MTID=m6c4260a80e517c7a9491ad0f6b85d5e5 (or by accessing the link on the Agency's website) and using meeting number 2337 048 1609 and password 8yxJn2JXNS4; or via telephone at (408) 418-9388 with access code: 8yxJn2JXNS4, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq. and Lori McRobbie; Others Present: Timothy Lynn, Esq., Christopher Bianchi, Jeremy Thurston, Milan Tyler, Esq., Lindsey Haubenreich, Esq., John Lenio, Megan Craig, Mitch Latimer, Karoline Leonard, TJ Shaw, Jim Masson, Charles Wallace, Rick Moriarty

The following resolution was offered by Dirk Sonneborn and seconded by Steven Thompson:

RESOLUTION APPROVING THE EXTENSION OF THE TEMPORARY APPOINTMENT OF THE COMPANY AS AGENT OF THE AGENCY UNTIL DECEMBER 31, 2021; AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

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WHEREAS, by application dated on or about May 7, 2021 (the "***Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution adopted June 15, 2021 (the "***SEQRA Resolution***"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, on June 15, 2021, the Agency adopted a resolution which, among other things, authorized the Agency to undertake the Project and appoint the Company as its agent for purposes of acquiring, renovating and equipping the Project Facility (the "***Inducement Resolution***") subject to the terms thereof and the execution of an agency agreement in substantially the same form attached to the Inducement Resolution (the "***Agency Agreement***"); and

WHEREAS, by resolution adopted on July 20, 2021, at the request of the Company, the Agency authorized the temporary appointment of the Company as the Agency's agent for purposes of undertaking certain work with respect to the Project Facility prior to the Company being able to close on the lease transaction with the Agency (the "***Lease Transaction***"), such that the Company could benefit from exemptions from State and local sales and use tax in an amount not to exceed **$435,488** (the "***Temporary Appointment***"); and

WHEREAS, to effectuate the Temporary Appointment, the Agency and Company executed an Interim Project Agreement (the "***Interim Project Agreement***"), a Bill of Sale and an Environmental Compliance and Indemnification Agreement each dated August 10, 2021, each in

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favor of the Agency, and the Agency issued a Temporary Sales Tax Appointment Letter to the Company on August 10, 2021 (the "***Letter***") and a Form ST-60 – IDA Appointment of Project Operator or Agency for Sales Tax Purposes (all of the foregoing, collectively, the "***Temporary Documents***") was filed with the New York State Department of Taxation and Finance. The Temporary Appointment was set to expire on October 20, 2021; and

WHEREAS, thereafter, the Company requested and on September 30, 2021 the Agency approved, an extension of the Company's Temporary Appointment through and including November 20, 2021; and

WHEREAS, by correspondence dated November 5, 2021, the Company requested an additional extension of the Temporary Appointment and the Temporary Documents through and including December 31, 2021 to allow the Company time to complete its financing on the Project and close on the lease transaction with the Agency while continuing to benefit from the Temporary Appointment to and continue work on the Project (the "***Extension***"); and

WHEREAS, the Extension is in furtherance of the financial assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to the State Environmental Quality Review Act ("***SEQRA***"), and the present request for Extension does not require reconsideration or further review by the Agency under SEQRA.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The granting of the Extension of the Temporary Appointment does not require reconsideration or further review by the Agency under SEQRA.

(b) Subject to the acceptance of the terms herein by the Company and the execution and delivery by the Company of any and all documents deemed necessary by the Agency to effectuate the terms hereof, the Agency authorizes the Extension of the Temporary Appointment of the Company through and including **December 31, 2021 and the execution and delivery of all amendments and/or documents necessary to extend the Temporary Documents to reflect the Extension.**

(c) By operation of, and subject to the terms of, this Resolution, the Temporary Appointment shall be extended through and including **December 31, 2021** but all other terms and conditions of the Temporary Documents shall remain unchanged and in full force and effect.

(d) By accepting the Extension and benefitting therefrom, the Company shall acknowledge that regardless of whether the Company closes on the lease transaction or receives any additional benefits from the Agency, the Company shall nonetheless be responsible for all legal fees incurred by the Agency with such legal fees due on or before December 31, 2021; and

that failure to close on the lease transaction on or before **December 31, 2021** will result in the Agency seeking to recapture all of the State and local sales and use tax exemptions realized by the Project from the Company.

(2) The Agency is authorized to execute any and all documents necessary to effectuate the Extension and the sales tax appointment agent status of the Company and/or its Additional Agents (as that term is defined in the Agency's Inducement Resolution) (collectively, the "***Extension Documents***") including but not limited to revisions or amendments of the Interim Project Agreement, issuance of a new Sales Tax Appointment Extension Letter and an amendment or extension of the appropriate "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for each of the applicable entities; and the (Vice) Chair and Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Executive Director, Chair or Vice Chair constitutes conclusive evidence of such approval.

(3) As a further condition of the Extension, the Company will confirm: (i) and provide proof of insurance naming the Agency as an additional insured pursuant to the Agency's requirements, requested by the Agency with respect to the Extension, as needed; and (ii) that the Environmental Compliance and Indemnification Agreement executed and delivered in conjunction with the Interim Project Agreement, remains in full force and effect and will continue to do so for so long as the Extension is in effect and in accordance with its terms;; (iii) certify that any and all Financial Assistance being provided and/or used pursuant to this Resolution is being used on the Project as described herein; (iv) remit and/or acknowledge its obligation to pay all legal fees incurred by the Agency in exchange for the Agency's grant of the Extension; and (v) submit any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(4) The Company shall execute and deliver any and all documents required by the Agency in connection with the Extension and to carry out the intent of this Resolution; and

(5) The Company shall provide or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the Agency and the State Commissioner of Taxation and Finance (the "***Commissioner***") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request.

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(6) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(7) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(8) This Resolution shall become effective immediately. A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	
Dirk Sonneborn	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on November 16, 2021, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("***EO 202.1***"), as amended and extended from time to time, such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 12/2/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
05E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

GENERAL CERTIFICATE OF THE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

This certificate is made in connection with the execution by the City of Syracuse Industrial Development Agency (the "***Agency***") of the Amended and Restated Project Agreement, the Amended and Restated Company Lease, the Amended and Restated Agency Lease, the Mortgage, the Amended and Restated PILOT Agreement and any other document now or hereafter executed by the Agency (collectively, the "***Agency Documents***") in connection with the City of Syracuse Industrial Development Agency (the "***Agency***") agreeing, at the request of 101 North Salina St, LLC (the "***Company***"), to undertake the second phase of a project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

The Agency previously, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by the Building located on the Land; (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain

financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement.

For purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be collectively referred to as the ***"Financial Assistance"***.

The Project Facility is owned by the Company. The Company will continue to lease the Land, the Facility to the Agency pursuant to an Amended and Restated Company Lease Agreement dated as of April 1, 2025 (the "***Company Lease***") and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of April 1, 2025 (the "***Bill of Sale***") and the Agency will sublease the Project Facility back to the Company pursuant to an Amended and Restated Agency Lease Agreement dated as of April 1, 2025 (the "***Agency Lease***").

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Lease, except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

I, the undersigned Executive Director of the Agency, Do Hereby Certify:

1. I am an officer of the Agency and am duly authorized to execute and deliver this certificate in the name of the Agency.

2. The Agency is an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended (the "***Enabling Act***") and Chapter 641 of the Laws of 1979 of the State (said Chapter with the Enabling Act, the "***Act***") (a certified copy of Chapter 641 of the Laws of 1979 of the State is attached hereto as **Exhibit "A"**), and it is a corporate governmental agency constituting a public benefit corporation of the State.

3. The Act empowers the Agency, among other things, to acquire, construct reconstruct, lease, improve, maintain, equip, sell and dispose of land and any building or other improvement, and all real and personal property, including, but not limited to, machinery and

equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the City of Syracuse and the State and to improve their standard of living. The Act further authorizes the Agency to lease any and all of its facilities on such terms and conditions as it deems advisable, to acquire, construct, lease, improve, and equip one or more projects as defined in the Act, to mortgage any or all of its facilities and to pledge the revenues and receipts from the sale or transfer of its facilities.

4. The Agency has full legal power and authority to own its property, conduct its business and execute, deliver, and perform its obligations under the Agency Documents and has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations, and no legislation has been enacted affecting the powers or authority of the Agency to execute and deliver the Agency Documents, affecting the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the members and officers of the Agency to their respective offices.

5. Pursuant to the Act, the governing body of the City of Syracuse, New York, for whose benefit the Agency was established, duly filed or caused to be filed within six (6) months after the effective date of Chapter 641 of the Laws of 1979 of the State in the office of the Secretary of State of the State the Certificate of Establishment of the Agency pursuant to Section 926 of the New York General Municipal Law. The Certificate of Establishment of the Agency described in the preceding sentence also named the members and officers of the Agency as appointed by the Mayor of the City of Syracuse. Attached hereto as **Exhibit "B"** are certified copies of said Certificates of Establishment and copies of the Certificates of Appointment relating to all of the current members of the Agency, who are:

Kathleen Murphy, Chair
Steven Thompson, Vice Chair
Rickey T. Brown, Secretary
Kenneth Kinsey, Treasurer
Dirk Sonneborn, Member

6. Attached hereto as **Exhibit "C"** is a true, correct and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

7. That a resolution determining that the acquisition, reconstruction, renovation, equipping and completion of a project facility constitutes a project and describing the financial assistance in connection therewith and authorizing a public hearing (the "***Public Hearing Resolution***") was adopted by the Agency on October 29, 2024 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Public Hearing Resolution is attached hereto at **Exhibit "D."**

8. That a resolution classifying a project consisting of the acquisition, construction, equipping and completion of a commercial apartment project at the request of the Company for the purposes of the State Environmental Quality Review Act and declaring the intent of the Agency to act as lead agency for purposes of a coordinated review of the project pursuant thereto (the "***Lead Agency Resolution***") was adopted by the Agency on October 29, 2024 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Lead Agency Resolution is attached hereto at **Exhibit "E."**

9. Attached hereto as **Exhibit "F"** is proof of publication of a notice of the public hearing with respect to the Project (the "***Public Hearing Notice***"), required pursuant to Section 859-a of the Act and held on February 25, 2025, and notice thereof, pursuant to Section 859-a of the Act, was given to the chief executive officers of the affected tax jurisdictions (as defined in Section 854(16) of the Act) on February 12, 2025.

10. That a resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment (the "***SEQRA Resolution***") was adopted by the Agency on February 25, 2025 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Resolution is attached hereto at **Exhibit "G."**

11. That a resolution approving the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a project, appointing the Company as agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project, and authorizing the execution and delivery of an agreement between the Agency and the Company (the "***Inducement Resolution***") was adopted by the Agency on February 25, 2025 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Inducement Resolution is attached hereto at **Exhibit "H."**

12. That a resolution approving a payment in lieu of tax abatement schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on February 25, 2025 (the "***PILOT Resolution***"). A copy of the PILOT Resolution is attached hereto to **Exhibit "I".**

13. That a resolution authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on February 25, 2025 (the "***Final Approving Resolution***") and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Final Approving Resolution is attached hereto at **Exhibit "J"**.

14. The execution, delivery and performance of all Agency Documents, certificates and documents required to be executed, delivered and performed by the Agency in order to carry out, give effect to and consummate the transactions contemplated by the Agency Documents have been duly authorized by all necessary action of the Agency, and the Agency Documents have been duly authorized, executed and delivered. The Agency Documents are in full force and effect on and as of the date hereof, and no authority or proceeding for the execution, delivery or performance of the Agency Documents has been materially amended, repealed, revoked or rescinded; and no event or

circumstance has occurred or exists which constitutes, or with the giving of notice or the passage of time would constitute, a default on the part of the Agency under the Agency Documents.

15. The execution, delivery, and performance of the Agency Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each do not and will not: (a) violate the Act or the by-laws of the Agency; (b) require consent (which has not heretofore been received) under or result in a breach or default of any credit agreement, purchase agreement, indenture, deed of trust, commitment, guaranty, lease, or other agreement or instrument to which the Agency is a party or by which the Agency may be bound or affected; or (c) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or decree of any government, governmental instrumentality, or court, domestic or foreign, having jurisdiction over the Agency or any of its Property.

16. The Agency has not received written notice that any event of default has occurred and is continuing, or that any event has occurred which with the lapse of time or the giving of notice or both would constitute an event of default by any party to the Agency Documents or any other documents executed by the Company in connection with the Project.

17. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body of the United States of America or the State of New York, pending or, to the best of my knowledge, threatened against or affecting the Agency (or to my knowledge any basis therefor): (a) wherein an unfavorable decision or finding would adversely affect: (i) the Inducement Resolution, the Final Approving Resolution, the Company Lease, the Agency Lease or the other Agency Documents; or (ii) the existence or organization of the Agency; or (iii) restrain or enjoin the financing, acquisition or construction of the Project or the performance by the Agency of the Agency Documents; or (b) in any manner questioning the proceedings or authority of the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the directors and officers of the Agency to their respective offices.

18. May 16, 2025 has been duly designated as the date for the Closing.

19. The Agency has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date.

20. In accordance with the Act, the Agency has determined:

(a) to assist the Company's acquisition, reconstruction, renovation, equipping and completion of the Project Facility;

(b) to grant the Financial Assistance to the Company;

(c) to designate the Company as the Agency's agent for the acquisition, construction, renovation, equipping and completion of the Project Facility and to authorize the Company to appoint additional agents;

(d) that the Project will advance the job opportunities, health, general prosperity and economic welfare of the people of the City, to improve their standard of living and promote employment opportunities by the creation of both full and part-time jobs; and

(e) to pledge its interest in the Company Lease and the Agency Lease (except the Agency's Unassigned Rights) to the Mortgagee and grant the Mortgagee a security interest in the Agency's leasehold interest in the Project Facility.

21. That I did officially cause all certificates necessary for the granting of the Financial Assistance and included in the official transcript of closing, to be executed, as required, in the name of the Agency by the signing of each of such certificates with the signature of the Executive Director of the Agency.

22. That I did officially cause the following Agency Documents to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Eric Ennis, Executive Director of the Agency:

(a) a Project Agreement between the Agency and the Company;

(b) a Company Lease from the Company to the Agency pursuant to which the Company agrees to lease the Land and the Facility to the Agency;

(c) an Agency Lease from the Agency to the Company pursuant to which the Agency agrees to sublease the Project Facility to the Company;

(d) the Mortgage(s) pursuant to which the Mortgagee has been granted a security interest in the Project Facility; and

(e) an Amended and Restated PILOT Agreement by and between the Agency and the Company.

23. No member, officer or employee of the Agency having power to: (i) negotiate, prepare, authorize or approve any of the Agency Documents; (ii) audit bills or claims under any of the Agency Documents; or (iii) appoint an officer or employee who has any of the powers or duties set forth in (i) or (ii):

(a) directly or indirectly owns any stock of the Company;

(b) is a partner, director or employee of the Company;

(c) is related to the Company within the meaning of Section 800.3(a) of the New York General Municipal Law.

No member, officer, or employee of the Agency has publicly disclosed, in a writing included as part of the official minutes of the Agency, any Interest (as defined in Section 800.3 of the New York General Municipal Law), direct or indirect, in the Company.

WITNESS, as of the 1st day of May, 2025.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

EXHIBIT "A"

CHAPTER 641 OF THE LAWS OF 1979
OF THE STATE OF NEW YORK

LAWS OF NEW YORK, 1979

CHAPTER 641

AN ACT to amend the general municipal law, in relation to creating and establishing for the city of Syracuse industrial development agency and, providing for its functions and duties

Became a law July 11, 1979, with the approval of the Governor. Passed on Home Rule request pursuant to Article IX, section 2 (b) (2) of the Constitution, by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is amended by adding a new section nine hundred twenty-six to read as follows:

§ 926. City of Syracuse industrial development agency. (a) For the benefit of the city of Syracuse and the inhabitants thereof, an industrial development agency, to be known as the CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of this chapter. It shall constitute a body corporate and politic, and be perpetual in duration. It shall consist of five members who shall be appointed by the mayor of the city of Syracuse and its chairman shall be designated by such mayor. It shall have the powers and duties now or hereafter conferred by title one of article eighteen-A of this chapter upon industrial development agencies. It shall organize in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of this chapter. The agency, its members, officers and employees, and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of this chapter.

(b) The city shall have the power to make, or contract to make grants or loans, including but not limited to grants or loans of money, to the agency in such amounts, upon such terms and conditions and for such period or periods of time as in the judgment of the city and the agency are necessary or appropriate for the accomplishment of any of the purposes of the agency.

§ 2. This act shall take effect immediately.

EXHIBIT "B"

AGENCY'S CERTIFICATE OF ESTABLISHMENT
AND
CERTIFICATES OF APPOINTMENT OF CURRENT MEMBERS

CERTIFICATE OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law, Lee Alexander, Mayor of the City of Syracuse, certifies as follows:

1) The name of the industrial development agency herein is the City of Syracuse Industrial Development Agency.

2) Chapter 641 of the Laws of 1979, the special act of the New York State Legislature establishing the City of Syracuse Industrial Development Agency, was adopted by the New York State Legislature on June 16, 1979 and signed by the Governor on July ~~18~~ 11th, 1979.

3) The names of the Chairman and the Members, respectively, of the City of Syracuse Industrial Development Agency and their terms of office are as follows:

(a)

Frank L. Canino	Chairman
David M. Garber	Member
David S. Michel	Member
Erwin G. Schultz	Member
Irwin L. Davis	Member

(b) The term of office of the Chairman and of the Members of the City of Syracuse Industrial Development Agency is at the pleasure of the Mayor and continues until a successor is appointed and has qualified.

4) The facts establishing the need for the creation of a City of Syracuse Industrial Development Agency are as follows:

Expansion of its industrial-commercial base is essential to the City of Syracuse, especially in a time of mounting economic pressures. To achieve this goal of expansion, the City has designed a comprehensive economic development program, requiring an Industrial Development Agency.

The existing potential for economic development will be augmented by the financial incentives of an Industrial Development Agency. Various City agencies and departments, such as the Department of Community Development and the Office of Federal and State Aid Coordination will interface with the Syracuse Industrial Development Agency to strengthen the business and industrial climate of the community.

Access to the Department of Community Development will make available to the Syracuse Industrial Development Agency an array of staff assistance, technical expertise, and various other development services. The City's Office of Federal and State Aid Coordination will provide assistance to it in locating, analyzing, and obtaining various forms of federal and state assistance and participation.

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979

Secretary of State

The Syracuse Industrial Development Agency, in combination with, and utilizing these and other resources, will greatly enhance the City's ability to compete for, and successfully attract, the commercial and industrial enterprises necessary for continued economic health and growth.

July 20, 1979

Lee Alexander
Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979

Secretary of State

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS
FEB 04 2019
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Ms. Kathleen Murphy - Member/Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Ms. Kathleen Murphy - Member/Treasurer

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Ben Walsh
Mayor

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 10, 2018.

Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

OFFICE OF THE MAYOR

Ben Walsh, Mayor

FILED
STATE RECORDS
JAN 29 2018
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Steven P. Thompson - Member/Vice Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency :

Mr. Steven P. Thompson - Member/Secretary

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

203 CITY HALL • SYRACUSE, N.Y. 13202-1473 • (315) 448-8005 • FAX: (315) 448-8067
Website: www.SyrGov.net

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 10, 2018.

Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

OFFICE OF THE MAYOR

Ben Walsh, Mayor

FILED
STATE RECORDS
JAN 29 2018
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a member of the City of Syracuse Industrial Development Agency:

Mr. Rickey Brown - Member/Secretary

The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency :

Ms. M. Catherine Richardson - Member/Vice-Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

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Website: www.SyrGov.net

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS
FEB 04 2019
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Kenneth J. Kinsey - Member/Treasurer

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Kenneth J. Kinsey - Member

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Ben Walsh
Mayor

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS

FEB 0 4 2019

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Dirk Sonneborn - Member

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Michael Frame - Member/Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 17, 2020.

Office of the Mayor
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201 City Hall
Syracuse, N.Y. 13202

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Fax 315 448 8067

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Ben Walsh
Mayor

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

EXHIBIT "C"

AGENCY'S BY-LAWS

BY-LAWS OF
THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
(as amended August 18, 2009)

Article I

THE AGENCY

Section l. Name

The name of the agency shall be "City of Syracuse Industrial Development Agency", and it shall be referred to in these by-laws as the Agency.

Section 2. Seal

The seal of the Agency shall be in such form as may be determined by the members of the Agency.

Section 3. Office

The principal office of the Agency shall be located in the City of Syracuse, New York, County of Onondaga, and State of New York. The Agency may have such other offices at such other places as the members of the Agency may, from time to time, designate by resolution.

Article II

MEMBERS

Section l. Members

(a) There shall be five members of the Agency. All references in these by-laws to members shall be references to Members of the Agency. The persons designated in the certificates of appointment filed in the office of the Secretary of State as members of the Agency and their successors in office and such other persons as may, from time to time, be appointed as

Members of the Agency by the Mayor of the City of Syracuse, or by special act of the Legislature, shall constitute all the members.

(b) Members shall hold office at the pleasure of the Mayor and shall continue to hold office until his or her successor is appointed and has qualified. The Mayor may remove any Member at his discretion, with or without cause.

(c) Upon the resignation or removal of a Member, a successor shall be selected by the Mayor.

(d) Members may resign at any time by giving written notice to the Mayor and to the Chairman of the Agency. Unless otherwise specified in the notice the resignation shall take effect upon receipt of the notice by the Chairman or the Mayor. Acceptance of the resignation shall not be necessary to make it effective.

Section 2. Meeting of the Members

(a) The Annual Meeting of the members shall be held on such date or dates as shall be fixed, from time to time, by the Members of the Agency. The first Annual Meeting of Members shall be held on a date within twelve (12) months after the filing of the Certificate of the Agency with the Secretary of State as required by General Municipal Law §856 (l) (a). Each successive Annual Meeting of Members shall be held on a date not more than twelve (12) months following the preceding Annual Meeting of Members.

(b) Regular meetings of the Agency may be held at such time and place as, from time to time, may be determined by the Members.

(c) Upon the written request of the Mayor, the Chairman or two (2) Members of the Agency, the Chairman of the Agency shall call a special meeting of the Members. Special meetings may be held on such date or dates as may be fixed in the call for such special meetings.

The call for a special meeting may be personally delivered to each Member of the Agency or may be mailed to the business or home address of such Member. A waiver of notice may be signed by any Member failing to receive a proper notice.

Section 3. Procedure at Meetings of Members

(a) The Chairman shall preside over the meetings of the Agency. In the absence of the Chairman, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, any Member directed by the Chairman may preside.

(b) At all meetings of Members, a majority of the Members of the Agency shall constitute a quorum for the purpose of transacting business. If less than a quorum is present for any meeting, the Members then present may adjourn the meeting to such other time or until a quorum is present. Except to the extent provided for by law, all actions shall be by a majority of the votes cast, provided that the majority of the votes cast shall be at least equal to a quorum.

(c) When determined by the Agency that a matter pending before it is confidential in nature, it may, upon motion, establish an executive session and exclude any non-member from such session.

(d) Order of business

At all meetings of the Agency, the following shall be the order of business:

(1) Roll Call;

(2) Proof of Notice of Meeting;

(3) Reading and approval of the minutes of the previous meeting;

(4) bills and communications;

(5) Report of the Treasurer;

(6) Reports of Committees;

(7) Unfinished business;

(8) New business;

(9) Adjournment.

The order of business may be altered or suspended at any meeting by the Members of the Agency.

(e) All resolutions shall be in writing and shall be recorded in the journal of the proceedings of the Agency.

Article III

OFFICERS AND PERSONNEL

Section 1. Officers

The officers of the Agency shall be Chairman or Co-Chairman, Vice-Chairman, Secretary and Treasurer and such other offices as may be prescribed, from time to time, by the Agency. The Chairman or Co-Chairman and other officers shall be appointed by the Mayor of the City of Syracuse and may be removed with or without cause at his discretion. Each officer shall be a Member of the Agency during his or her term of office.

Section 2. Chairman or Co-Chairmen

The Chairman shall be chief executive officer of the Agency, and shall serve as an ex officio member of all duly constituted committees, shall supervise the general management and the affairs of the Agency, and shall carry out the orders and resolutions of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall execute (manually and by facsimile signature) all agreements, contracts, deeds, bonds, notes or other evidence of indebtedness and any other instruments of the Agency on behalf of the Agency. The Mayor may from time to time appoint two Co-Chairmen in place of the Chairman. During their term of office the Co-

Chairmen shall share equally the duties, rights, powers and responsibilities of the Chairman. The action of either Co-Chairman or execution (manually or by facsimile signature) by either Co-Chairman of any agreement, contract, deed, bond, note or other evidence of indebtedness or any other instrument of the Agency on behalf of the Agency shall have the same force and effect as such action or execution by the Chairman.

Section 3. Vice-Chairman

The Vice-Chairman shall have all the powers and functions of the Chairman or Co-Chairmen in the absence or disability of the Chairman or Co-Chairmen, as the case may be. The Vice-Chairman shall perform such other duties as the Members of the Agency shall prescribe or as delegated by the Chairman or Co-Chairmen.

Section 4. Secretary

The Secretary shall keep the minutes of the Agency, shall have the custody of the seal of the Agency and shall affix and attest the same to documents when duly authorized by the Agency, shall attest to the giving or serving of all notices of the Agency, shall have charge of such books and papers as the Members of the Agency may order, shall attest to such correspondence as may be assigned, and shall perform all the duties incidental to his office.

Section 5. Treasurer

The Treasurer shall have the care and custody of all the funds and securities of the Agency, shall deposit such funds in the name of the Agency, in such bank or trust company as the members of the Agency may elect, shall sign such instrument as may require the Treasurer's signature, but only with the approval of the Chairman or Co-Chairman, as the case may be, shall at all reasonable times exhibit the books and accounts of the Agency to the Mayor or any Member of

the Agency, and at the end of each fiscal year shall present an annual report setting forth in full the financial condition of the Agency.

Section 6. Additional Personnel

The Agency, with the consent of the Mayor, may appoint an Administrative or Executive Director to supervise the administration of the business and affairs of the Agency, subject to the direction of the Agency. The Agency may, from time to time, employ such other personnel as it deems necessary to execute its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act (General Municipal Law, Article 18-A), as amended, and all other laws of the State of New York applicable thereto.

Section 7. Compensation of Chairman, Co-Chairmen, Members, Officers, and Other Personnel

The Chairman, Co-Chairmen, Members and Officers shall receive no compensation for their services but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties. The compensation of other personnel, including the Administrative Director, shall be determined by the Members of the Agency.

Article IV

AMENDMENTS

Section 1. Amendments to By-Laws

These by-laws may be amended or revised, from time to time, by a two-third (2/3) vote of the Agency, but no such amendment or revision shall be adopted unless written notice of the proposed action shall have been given by mail to each Member and the Mayor at least ten (10) days prior to the date of the meeting at which it is proposed that such action be taken; provided, however,

that this provision and other provisions relating to the appointment, renewal and terms of office of Members and officers may be amended only with the prior written approval of the Mayor.

Article V

MISCELLANEOUS

Section 1. Sureties and Bonds

In case the Agency shall so require, any officer, employee or agent of the Agency shall execute to the Agency a bond in such sum and with such surety or sureties as the Agency may direct, conditioned upon the faithful performance of his or her duties to the Agency and including responsibility for negligence and for the accounting for all property, funds or securities of the Agency which may come into the hands of the officer, employee or agent.

Section 2. Indemnification

(a) Upon compliance by a Member or Officer of the Agency (including a former Member or Officer, the estate of a Member or Officer or a judicially appointed personal representative thereof) (referred to in this Section 2 collectively as "Member") with the provisions of subdivision (i) of this Section 2, the Agency shall provide for the defense of the Member in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the Member was acting within the scope of the public employment or duties of such Member. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Agency.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the Member shall be entitled to be represented by private counsel of the Member's choice in any civil action or proceeding whenever the chief legal officer of the Agency or other counsel designated by the

Agency determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the Member is entitled to be represented by counsel of the Member's choice, provided, however, that the chief legal officer or other counsel designated by the Agency may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such Members be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Agency to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of a majority of the Members of the Agency eligible to vote thereon.

(c) Any dispute with respect to representation of multiple Members by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the Member delivers process and a written request for a defense to the Agency under subdivision (i) of this Section 2, the Agency shall take the necessary steps on behalf of the Member to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

(e) The Agency shall indemnify and save harmless its Members in the amount of any judgment obtained against such Members in a State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the Member was acting within the scope of the Member's public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by a majority of the Members of the Agency eligible to vote thereon.

(f) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Section 2 shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the Member seeking indemnification.

(g) Nothing in this subdivision shall authorize the Agency to indemnify or save harmless any Member with respect to punitive or exemplary damages, fines or penalties; provided, however, that the Agency shall indemnify and save harmless its Members in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that the Member, acting within the scope of the Member's public employment or duties, has, without willfulness or intent on the Member's part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of the State or of the United States.

(h) Upon entry of a final judgment against the Member, or upon the settlement of the claim, the Member shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Chairman and the chief administrative officer of the Agency; and if not inconsistent with the provisions of this Section 2, the amount of such judgment or settlement shall be paid by the Agency.

(i) The duty to defend or indemnify and save harmless prescribed by this Section 2 shall be conditioned upon: (i) delivery by the Member to the Chairman of the Agency and the chief legal officer of the Agency or to its chief administrative officer of a written request to provide for such Member's defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after the Member is served with such document, and (ii) the full cooperation of the Member in the defense of such action or

proceeding and in defense of any action or proceeding against the Agency based upon the same act or omission, and in the prosecution of any appeal.

(j) The benefits of this Section shall inure only to Members as defined in subdivision (a) of this Section 2 and shall not enlarge or diminish the rights of any other party.

(k) This Section 2 shall not in any way affect the obligation of any claimant to give notice to the Agency under Section 10 of the Court of Claims Act, Section 880 of the General Municipal Law, or any other provision of law.

(l) The Agency is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of the State, or authorized by law to transact business in the State, against any liability imposed by the provisions of this Section 2, or to act as a self-insurer with respect thereto. The provisions of this Section 2 shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

(m) All payments made under the terms of this Section 2, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(n) Except as otherwise specifically provided in this Section 2, the provisions of this Section 2 shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any Member of the Agency by, in accordance with, or by reason of, any other provision of State or Federal statutory or common law. The benefits under this Section 2 shall supplement, and be available in addition to, defense or indemnification protection conferred by any law or enactment. This Section 2 is intended to confer upon Members of the Agency all of the benefits of Section 18 of the Public Officers Law

and to impose upon the Agency liability for costs incurred under the provisions hereof and thereof.

Section 3. Fiscal Year

The fiscal year of the Agency shall be fixed by the Members, subject to the applicable law.

Section 4. Powers of the Agency

The Agency shall have all the powers of an Industrial Development Agency authorized by Article 18-A of the General Municipal Law and shall have the power to do all things necessary or convenient to carry out its purposes and exercise the powers authorized herein.

EXHIBIT "D"

PUBLIC HEARING RESOLUTION

Docusign Envelope ID: 2FF488E8-711A-4CC9-ABE9-4F3ACD0342F6

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 29, 2024 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Dirk Sonneborn, Rickey T. Brown, Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Susan Katzoff, Esq., Cole King, Lori McRobbie; Others Present: Charles Wallace, Barry Lentz

The following resolution was offered by Dirk Sonneborn and seconded by Rickey T. Brown:

RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated on or about October 16, 2024, as same may be amended from time to time, (the "***Application***"), 101 North Salina St, LLC, or an entity to be formed (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of continuation of an interest in approximately 4.14 acres of real

Docusign Envelope ID: 2FF488E8-711A-4CC9-ABE9-4F3ACD0342F6

property improved by a two-story approximately 185,000 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); the reconstruction/conversion of approximately 44,000 sq.ft. of the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room, (collectively, the "***Facility***"); (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHERAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as said quoted term is defined in SEQRA) to be taken by the Agency and the approval of the Project constitutes such an action; and

WHEREAS, the Agency has not yet made a determination under SEQRA; and

WHEREAS, the Agency has not approved undertaking the Project or granting the Financial Assistance; and

WHEREAS, the grant of Financial Assistance to the Project is subject to, among other things, the Agency finding after a public hearing pursuant to Section 859-a of the Act that the Project will serve the public purposes of the Act by promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State or increasing the overall number of permanent, private sector jobs in the State.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project constitutes a "project" within the meaning of the Act;

(B) The Financial Assistance contemplated with respect to the Project consists of assistance in the form of exemptions from real property taxes, State and local sales and use taxation and mortgage recording tax; and

(2) The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Project and Financial Assistance shall be scheduled with notice thereof published, and such notice, as applicable, shall further be sent to affected tax jurisdictions within which the Project is located.

(3) The Secretary or the Executive Director of the Agency is hereby authorized to and may distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(4) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Dirk Sonneborn	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

Docusign Envelope ID: 2FF488E8-711A-4CC9-ABE9-4F3ACD0342F6

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on October 29, 2024, with the original thereof on file on file in the office of the Agency, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 11/15/2024.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "E"

LEAD AGENCY RESOLUTION

Docusign Envelope ID: 00D2175E-FBE6-4986-88D4-700E37507ADC

LEAD AGENCY RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on January 28, 2025 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Dirk Sonneborn, Rickey T. Brown, Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Susan Katzoff, Esq., Cole King, Lori McRobbie; Others Present: Timothy Lynn, Esq., Wendy Lougnot, Esq., David Newman, Charlie Wallace, Tylah Worrell, Barry Lentz

The following resolution was offered by Rickey T. Brown and seconded by Kenneth Kinsey:

RESOLUTION CLASSIFYING A PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF A COMMERCIAL APARTMENT PROJECT AT THE REQUEST OF 101 NORTH SALINA ST, LLC FOR PURPOSES OF THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO ACT AS LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW OF THE PROJECT PURSUANT THERETO

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated on or about October 16, 2024, as same may be

Docusign Envelope ID: 00D2175E-FBE6-4986-88D4-700E37507ADC

amended from time to time, (the "***Application***"), 101 North Salina St, LLC (the "***Company***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 185,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency has an existing leasehold interest in the Building and Land; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), the Agency is required to make a determination whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the "***EAF***") with respect to the Project, a copy of which is attached here as **Exhibit A**, with a copy of the EAF on file at the office of the Agency; and

WHEREAS, the Agency has examined the EAF in order to classify the Project for purposes of SEQRA; and

WHEREAS, the Agency has not approved the Project or the grant of Financial Assistance to the Project; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Docusign Envelope ID: 00D2175E-FBE6-4986-88D4-700E37507ADC

(1) Based upon an internal review of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.4(b) and 617.6, and based further upon the Agency's knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) The Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) The Project constitutes a "Type I Action" (as said quoted term is defined in SEQRA 6 NYCRR §617.4(b)); and

(C) As a consequence of the foregoing, the Agency hereby declares its intent to act as Lead Agency (as said term is defined in SEQRA 6 NYCRR §617.2) with respect to a coordinated agency review of the Project pursuant to SEQRA; and

(D) The Agency's counsel shall arrange for distribution of its notice of intent to be "Lead Agency" and is hereby authorized to take such actions as are necessary and appropriate to assist the Agency in fulfilling the requirements under SEQRA for the Project and to work with the Company in connection therewith.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) This Resolution shall take effect immediately. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Dirk Sonneborn	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

Docusign Envelope ID: 00D2175E-FBE6-4986-88D4-700E37507ADC

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on January 28, 2025, with the original thereof on file on file in the office of the Agency, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 3/13/2025.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

Docusign Envelope ID: 00D2175E-FBE6-4986-88D4-700E37507ADC

EXHIBIT "A"

ENVIRONMENTAL ASSESSMENT FORM

Docusign Envelope ID: 00D2175E-FBE6-4986-88D4-700E37507ADC

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: The Post - Residential Project		
Project Location (describe, and attach a general location map): 101-239 North Salina Street, Syracuse, NY 13202 Tax ID 104.-08-01.0		
Brief Description of Proposed Action (include purpose or need): The project involves the redevelopment of a portion of the buildiung into 72 apartments. This includes interior renovations and facade improvements.		
Name of Applicant/Sponsor: 101 North Salina St, LLC	Telephone: 315-744-0714 E-Mail: chuck.wallace@vipstructures.com	
Address: 101 North Salina Street, Suite 100		
City/PO: Syracuse	State: NY	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Chuck Wallace	Telephone: 315-744-0714 E-Mail: chuck.wallace@vipstructures.com	
Address: 101 North Salina Street, Suite 100		
City/PO: Syracuse	State: NY	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Council, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	City of Syracuse Planning Commission (Site Plan Approval)	October 2024
c. City, Town or Village Zoning Board of Appeals ☑Yes☐No	Variance to have first floor dwelling units	August 2024
d. Other local agencies ☑Yes☐No	Syracuse Industrial Development Agency	October 2024
e. County agencies ☑Yes☐No	Onondaga County, housing grant	January 2025 (projected)
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	SHPO - No Impact Letter Received 12/4/2018	
h. Federal agencies ☐Yes☑No		
i. Coastal Resources. *i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No *ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No *iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No		

C. Planning and Zoning

C.1. Planning and zoning actions.
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No • **If Yes,** complete sections C, F and G. • **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1
C.2. Adopted land use plans.
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No If Yes, identify the plan(s): NYS Heritage areas: Syracuse
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
MX-5 Central business district. A variance was received for the project that allows ground floor dwelling units in this district.

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
Onondaga County Parks, City of Syracuse Department of Parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential apartments

b. a. Total acreage of the site of the proposed action? 4.69 acres
b. Total acreage to be physically disturbed? <1.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.69 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed?
iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 14 months
ii. If Yes:
- Total number of phases anticipated
- Anticipated commencement date of phase 1 (including demolition) month year
- Anticipated completion date of final phase month year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? ☑Yes ☐No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				72 Apartments
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:
_____
iii. If other than water, identify the type of impounded/contained liquids and their source.
_____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i .What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☑No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____
_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 9,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: City of Syracuse
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 9,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: City of Syracuse
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:00am - 5:00pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 24 / 7
- Saturday: 24 / 7
- Sunday: 24 / 7
- Holidays: 24 / 7

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☑No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe:

n. Will the proposed action have outdoor lighting? ☑Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Parking lot lighting, up-lighting on a portion of the facade per City of Syracuse request

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☑No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☑No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐Yes ☑No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐Yes ☑No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☑ Urban ☐ Industrial ☑ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.69	4.69	
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes ☐No
If yes, provide DEC ID number(s): C734157 , 734060 , C734148 , V00588 , C734089

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

C734157 - 400 Eric Blv. West Brownfield Cleanup Class A 734060 - NW Erie Blv. State Superfund class C C734148 - 500 Erie Blv East Brownfield Program Class C V00588 - 432 North Franklin Voluntary Cleanup Program Class N C734089 - 432 North Franklin Street Brownfield Program Class C

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Urban Land	100 %
	%
	%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils:

☑ Well Drained:	100 % of site
☐ Moderately Well Drained:	% of site
☐ Poorly Drained	% of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	% of site
☐ 10-15%:	% of site
☐ 15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐No

If Yes:

i. Species and listing (endangered or threatened): _____

Peregrine Falcon

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: See Attached Mapper Summary Report

iii. Brief description of attributes on which listing is based:

Style of Architecture

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Onondaga Lake

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Onondaga County Parks

iii. Distance between project and resource: (4,000 Feet) miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 101 North Salina St, LLC Date 1/7/2025

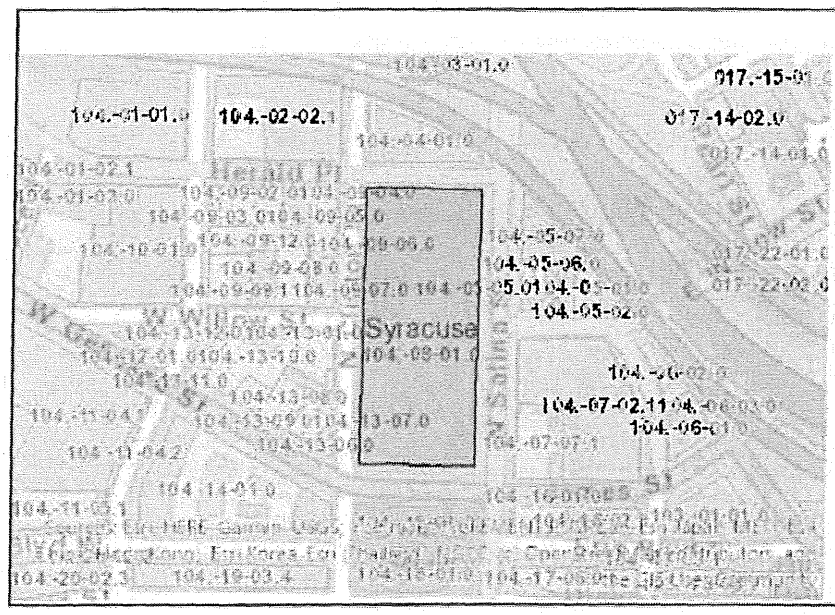
Signature _____ Title President, Development

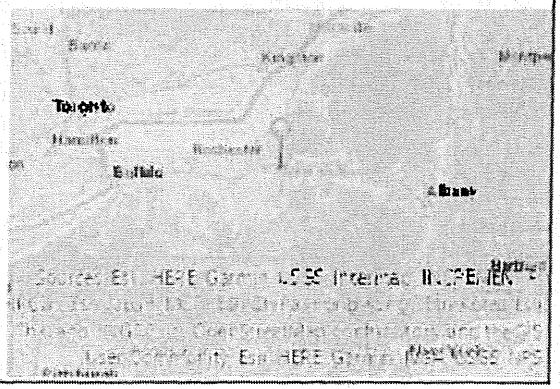
PRINT FORM

Docusign Envelope ID: 00D2175E-FBE6-4986-88D4-700E37507ADC

EAF Mapper Summary Report

Tuesday, December 31, 2024 12:10 PM





Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Syracuse
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C734157, 734060, C734148, V00588, C734089
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Peregrine Falcon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Clinton Square, Eligible property:BYRNE SQ BLDG, Eligible property:FOE #53, Eligible property:COMMERCIAL BUILDING, Eligible property:RESIDENCE (PAUL COWLEY & ASSOCIATES), Eligible property:SYRACUSE HERALD BLDG, Hanover Square Historic District, Onondaga County Savings Bank Building, Gere Bank Building, Third National Bank, Amos Block, Syracuse Savings Bank, Syracuse Post Office and Court House, Snow, C. W., & Company Warehouse, Marshall & Son Warehouse
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

EXHIBIT "F"

NOTICE OF PUBLIC HEARING WITH EVIDENCE OF PUBLICATION AND COPIES OF LETTERS TO AFFECTED TAX JURISDICTIONS PURSUANT TO SECTIONS 859-a OF THE ACT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 25th day of February, 2025, at 8:00 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

101 North Salina St, LLC (the "Company") requested the Agency undertake a project (the "Project") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "Building") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company will be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at One Park Place, 300 South State Street, Suite 700, Syracuse, New York.

Dated: February 12, 2025

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

February 12, 2025

VIA CERTIFIED MAIL
9589 0710 5270 1985 3927 12

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA CERTIFIED MAIL
9589 0710 5270 1985 3927 29

Honorable J. Ryan McMahon, II
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency (the "***Agency***")
101 North Salina St, LLC (the "***Company***")
101 North Salina St, LLC – The Post Apartments Project (the "***Project***")

Dear Mayor and County Executive:

Enclosed herewith please find a Notice of Public Hearing in relation to the above-referenced Project. The proposed Project consists of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with

Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

General Municipal Law Section 859-a requires that notice of the Public Hearing be given to the chief executive officer of each affected tax jurisdiction in which the Project is located.

As stated in the notice, the public hearing is scheduled for **February 25, 2025 at 8:00 a.m.** in the Common Council Chambers at City Hall.

Very truly yours,

/s/ Susan R. Katzoff

Susan R. Katzoff

SRK/llm
Enclosure

cc: Eric Ennis, Executive Director, City of Syracuse Industrial Development Agency, via email (w/Enclosure)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 25th day of February, 2025, at 8:00 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

101 North Salina St, LLC (the "Company") requested the Agency undertake a project (the "Project") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "Building") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company will be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during business hours at the office of the Agency located at One Park Place, 300 South State Street, Suite 700, Syracuse, New York.

Dated: February 12, 2025

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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1. Article Addressed to:

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

9590 9402 8419 3156 9960 10

2. Article Number (Transfer from service label)
9589 0710 5270 1985 3927 12

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☐ Agent
☐ Addressee

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1. Article Addressed to:

Honorable J. Ryan McMahon, II
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

9590 9402 8419 3156 9958 84

2. Article Number (Transfer from service label)
9589 0710 5270 1985 3927 29

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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Postage
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Total Postage and Fees
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Sent To
Honorable J. Ryan McMahon, II
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor

Street and
421 Montgomery Street

City, State, ZIP+4®
Syracuse, New York 13202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Postage
$ 10.72

Total Postage and Fees
$

Sent To
Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall

Street and
233 East Washington Street

City, State, ZIP+4®
Syracuse, New York 13202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

THE POST-STANDARD

LEGAL AFFIDAVIT

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BOUSQUET HOLSTEIN PLLC
110 W FAYETTE ST STE 1000
SYRACUSE, NY 13202

Name: BOUSQUET HOLSTEIN PLLC

Sales Rep: Maria Nunez

Account Number: 1000749367

INV#: 0010966829

Date	Position	Description	P.O. Number	Ad Size
02/16/2025	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that	C2147L.00009	1 x 105.00 CL

State of New Jersey, County of Hunterdon ss. Maria Nunez, of the City of Flemington, in said County, being duly sworn, doth depose and says: this person is the principal clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 02/16/2025

Maria Nunez

Principal Clerk of the Publisher - Maria Nunez
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 17th day of February 2025

Notary Public

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT MARIA NUNEZ AT
(315) 470-2051 OR Legals@Syracuse.com

Ad Number:0010966829-01

Date	Position	Description	P.O. Number	Ad Size	Total Cost
02/16/2025	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a	C2147L.00009	1 x 105.00 CL	85.85

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 25th day of February, 2025, at 8:00 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter: 101 North Salina St, LLC (the "Company") requested the Agency undertake a project (the "Project") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "Building") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement. The Company will be the initial owner or operator of the Project Facility. The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project. A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during business hours at the office of the Agency located at One Park Place, 300 South State Street, Suite 700, Syracuse, New York. Dated: February 12, 2025 CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

EXHIBIT "G"

SEQRA RESOLUTION

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SEQRA RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 25, 2025 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Susan Katzoff, Esq., Cole King, Lori McRobbie; Others Present: Chuck Wallace, Tylah Worrell, Brianca Hill, Luke Esposito, Chris LaBerge

The following resolution was offered by Steven Thompson and seconded by Rickey T. Brown:

RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE REQUEST OF 101 NORTH SALINA ST, LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, reconstruction, and equipping of a "project" (as defined in the Act); and

WHEREAS, 101 North Salina St, LLC (the "***Company***"), by application dated December 3, 2024 (the "***Application***"), requested the Agency's assistance with a project (the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units,

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of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior mechanical and structural upgrades and the construction or installation of various amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage, and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to State Environmental Quality Review Act and the regulations promulgated thereunder ("***SEQRA***"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as defined in SEQRA) to be taken by the Agency and the approval of a project and grant of financial assistance constitute such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency Part 1 of a Full Environmental Assessment Form (the "***EAF***") with respect to the Project, a copy of which is attached hereto as **Exhibit "A"** and on file at the office of the Agency; and

WHEREAS, the Agency examined the EAF in order to classify the Project; and

WHEREAS, by resolution adopted January 28, 2025, the Agency classified the Project as a Type I action (as defined in SEQRA) and declared itself "lead agency" (as defined in SEQRA) for the purposes of conducting a coordinated review pursuant to SEQRA; and

WHEREAS, by letter dated February 4, 2025, notice was given to each "involved agency" (as defined by SEQRA) identified by the Company of the Agency's declaration to act as lead agency for purposes of a coordinated review of the Project and consent to such declaration has been received from each such involved agency; and

WHEREAS, as a result of its careful review and examination of the Project, the EAF and additional correspondence and information received by the Agency, the Agency finds that, on balance, and after careful consideration of all relevant Project documentation, it has sufficient information to, as contemplated by SEQRA, identity with respect to the Project the relevant areas of environmental concern, take a careful look at them, give consideration to opportunities to mitigate potential impacts and make a determination regarding the impacts; and

WHEREAS, the Agency has prepared Parts 2 and 3 of the EAF with respect to the

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Project, copies of which are attached hereto as **Exhibit "B"** and made a part hereof, to elaborate on the basis for the Agency's determination; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF, information furnished by the Company and others including the letter dated December 4, 2018 from the Director of the Division of Historic Preservation of the State Office of Parks, Recreation and Historic Preservation, the criteria contained in 6 NYCRR §617.7(c), the Agency's knowledge of the area surrounding the Project Facility, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project constitutes a Type 1 Action;

(b) The Agency declared itself Lead Agency with respect to a coordinated review of the Project pursuant to SEQRA and all required notices were duly provided;

(c) The Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(d) As a consequence of the foregoing, the Executive Director of the Agency is hereby authorized to execute and cause publication of and distribution of this negative declaration in accordance with SEQRA.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on February 25, 2025, with the original thereof on file on file in the office of the Agency, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 4/15/2025.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: The Post - Residential Project		
Project Location (describe, and attach a general location map): 101-239 North Salina Street, Syracuse, NY 13202 Tax ID 104.-08-01.0		
Brief Description of Proposed Action (include purpose or need): The project involves the redevelopment of a portion of the buildiung into 72 apartments. This includes interior renovations and facade improvements.		
Name of Applicant/Sponsor: 101 North Salina St, LLC	Telephone: 315-744-0714 E-Mail: chuck.wallace@vipstructures.com	
Address: 101 North Salina Street, Suite 100		
City/PO: Syracuse	State: NY	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Chuck Wallace	Telephone: 315-744-0714 E-Mail: chuck.wallace@vipstructures.com	
Address: 101 North Salina Street, Suite 100		
City/PO: Syracuse	State: NY	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☐Yes ☑No		
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	City of Syracuse Planning Commission (Site Plan Approval)	October 2024
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Variance to have first floor dwelling units	August 2024
d. Other local agencies ☑Yes ☐No	Syracuse Industrial Development Agency	October 2024
e. County agencies ☑Yes ☐No	Onondaga County, housing grant	January 2025 (projected)
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	SHPO - No Impact Letter Received 12/4/2018	
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes ☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes ☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

NYS Heritage areas: Syracuse

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
MX-5 Central business district. A variance was received for the project that allows ground floor dwelling units in this district.

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
Onondaga County Parks, City of Syracuse Department of Parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential apartments

b. a. Total acreage of the site of the proposed action? 4.69 acres
b. Total acreage to be physically disturbed? <1.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.69 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 14 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

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f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				72 Apartments
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☑ No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☑ No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 9,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: City of Syracuse
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 9,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: City of Syracuse
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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- Do existing sewer lines serve the project? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:00am - 5:00pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 24 / 7
- Saturday: 24 / 7
- Sunday: 24 / 7
- Holidays: 24 / 7

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Parking lot lighting, up-lighting on a portion of the facade per City of Syracuse request

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☑ Urban ☐ Industrial ☑ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.69	4.69	
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No
If Yes,
i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes ☐No
If yes, provide DEC ID number(s): C734157 , 734060 , C734148 , V00588 , C734089

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

C734157 - 400 Eric Blv. West Brownfield Cleanup Class A 734060 - NW Erie Blv. State Superfund class C C734148 - 500 Erie Blv East Brownfield Program Class C V00588 - 432 North Franklin Voluntary Cleanup Program Class N C734089 - 432 North Franklin Street Brownfield Program Class C

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: Urban Land 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☑ Well Drained: 100 % of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation):

ii. Source(s) of description or evaluation:

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐No

If Yes:

i. Species and listing (endangered or threatened):

Peregrine Falcon

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site?

ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name:

ii. Basis for designation:

iii. Designating agency and date:

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: See Attached Mapper Summary Report

iii. Brief description of attributes on which listing is based:

Style of Architecture

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Onondaga Lake

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Onondaga County Parks

iii. Distance between project and resource: (4,000 Feet) miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 101 North Salina St, LLC Date 1/7/2025

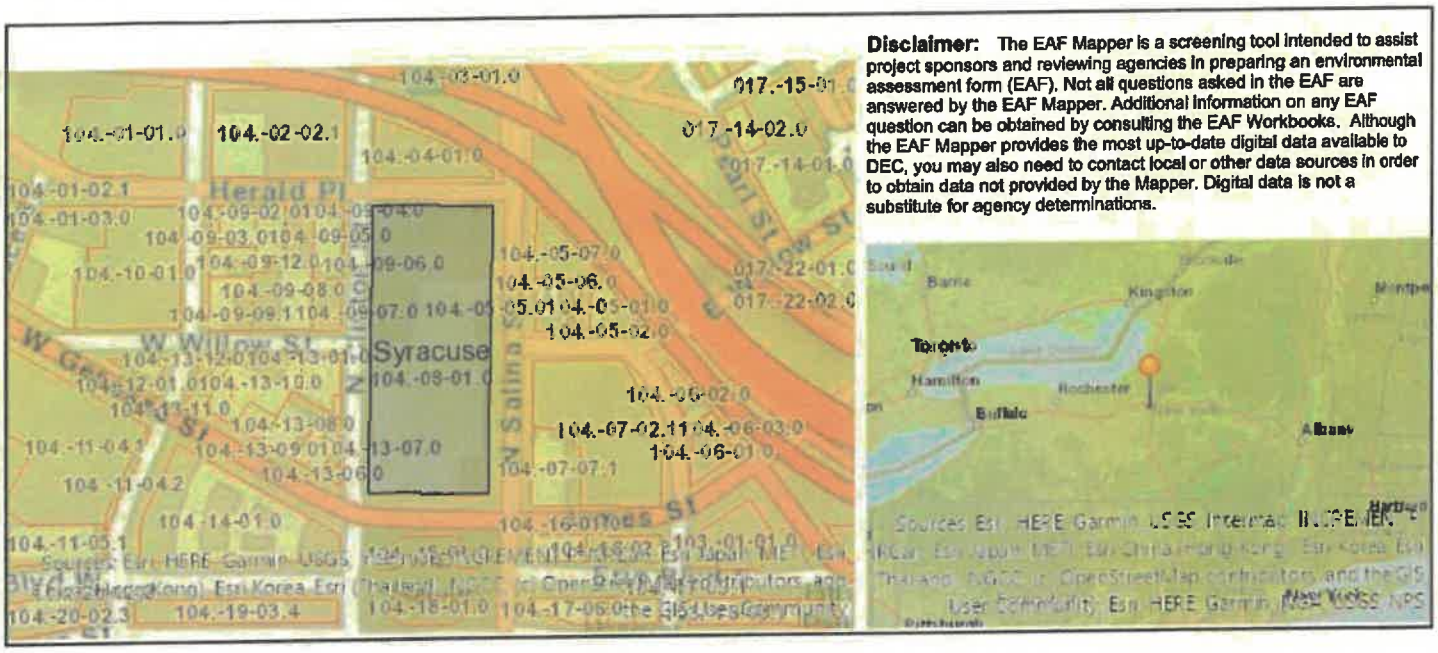
Signature Title President, Development

PRINT FORM

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EAF Mapper Summary Report

Tuesday, December 31, 2024 12:10 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Syracuse
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C734157, 734060, C734148, V00588, C734089
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

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E.2.c. [Endangered or Threatened Species]	Yes
E.2.c. [Endangered or Threatened Species - Name]	Peregrine Falcon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Clinton Square, Eligible property:BYRNE SQ BLDG, Eligible property:FOE #53, Eligible property:COMMERCIAL BUILDING, Eligible property:RESIDENCE (PAUL COWLEY & ASSOCIATES), Eligible property:SYRACUSE HERALD BLDG, Hanover Square Historic District, Onondaga County Savings Bank Building, Gere Bank Building, Third National Bank, Amos Block, Syracuse Savings Bank, Syracuse Post Office and Court House, Snow, C. W., & Company Warehouse, Marshall & Son Warehouse
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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EXHIBIT "B"

PARTS 2 AND 3 OF FULL EAF

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Agency Use Only [If applicable]

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project : 101 North Salina Street
Date : February 25, 2025

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____ _____		☐	☐

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☑	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☑	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☑	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☑	☐

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☑	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☑	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☑	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: _____ _____		☑	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	□	□
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	□	□
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	□	□
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	□	□
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	□	□
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	□	□
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	□	□
h. Other impacts: _____		□	□

9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
☐ NO ☑ YES
If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☑	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☑	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☑ ☑	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☑ ☑	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☑	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☑	☐
g. Other impacts: _____ _____		☑	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
☐ NO ☑ YES
If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑	☐

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d. Other impacts: _____ _____		☑	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____ _____		☑	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	□	□
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	□	□
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	□	□
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	□	□
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	□	□
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	□	□
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	□	□
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	□	□
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	□	□
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	□	□
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	□	□
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	□	□
m. Other impacts: _____ _____			

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☐ NO ☑ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☑	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☑	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☑	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☑	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb	☑	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☑	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☑	☐
h. Other: _____ _____		☑	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	□	□
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	□	□
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	□	□
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	□	□
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	□	□
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	□	□
g. Other impacts: _____ _____		□	□

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Agency Use Only [IfApplicable]

Project : 101 North Salina Street

Date : February 25, 2025

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attached Part 3 - Additional Information

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

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Upon review of the information recorded on this EAF, as noted, plus this additional support information
See Part 3 - Additional Information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the City of Syracuse Industrial Development Agency as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: 101 North Salina St, LLC - The Post Apartments Project

Name of Lead Agency: City of Syracuse Industrial Development Agency

Name of Responsible Officer in Lead Agency: Eric Ennis

Title of Responsible Officer: Executive Director

Signature of Responsible Officer in Lead Agency: Date: 02/25/2025

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Jean Everett, Esq.

Address: Bousquet Holstein PLLC, 110 West Fayette Street, Suite 1000, Syracuse NY 13202

Telephone Number: 315-436-6643

E-mail: jeverett@bhlawpllc.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

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City of Syracuse Industrial Development Agency

101 North Salina Street Project

FEAF Part 3 – Additional Information

By application dated October 17, 2024, 101 North Salina St, LLC (the "***Company***"), requested the City of Syracuse Industrial Development Agency undertake a project (the "***Project***") consisting of reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building located on an approximately 4.14 acres of real property located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York into approximately 72 apartment units consisting of approximately 66 one bedroom units and 6 two bedroom units, interior mechanical system and structural upgrades and the construction or installation of amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage and a community room.

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Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

FEAF Part 3 – Additional Information (cont.)

1.) Impact on land – The proposed Project will not have an impact on land. The Project is expected to consist primarily of interior renovation with minor exterior work including window replacement, replacement of City sidewalk, replacement of exterior Building lighting and minor landscaping. No excavation is expected. In the unforeseen event of excavation, excavated materials will remain onsite. In the event contaminated soils are encountered, these soils will be handled in accordance with federal, state, and local regulations.

The duration of the Project is estimated at 14 months. Construction activities typically result in potential impacts associated with traffic, dust, stormwater, and noise. These potential impacts are minimized as a result of the following measures:

- The Company will be required to implement a maintenance and protection of traffic plan for use during construction. The plan will be reviewed and approved by the City of Syracuse.
- The Company will be required to implement best management practices for dust control.
- Stormwater impacts will be addressed by implementation of erosion and sediment controls during construction.
- The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling.

As such, the impact on land associated with the Project is not considered a significant environmental impact.

2.) Impact on geological features – The Project site does not contain known unique or unusual land forms (e.g. cliffs, dunes, minerals, fossils, caves). No impact to significant geological features will occur because of the proposed Project.

3.) Impacts on surface water – The Project operation does not produce materials considered hazardous substances and use of such substances will occur in accordance with applicable law and regulation and are not expected to potentially contaminate local ground water supplies. Consequently, the Project is not expected to result in an adverse change in surface water quality or quantity.

4.) Impact on groundwater – The Project does not involve use or disposal of hazardous materials, or the bulk storage of petroleum or chemical products that could potentially contaminate local groundwater supplies. In addition, no change in drainage patterns, or increase in impervious surfaces is anticipated as a result of the Project. Therefore, no significant impact to the local aquifer is expected to occur as a result of the Project.

5.) Impact on flooding – The proposed Project is not located in a floodway, the 100 Year Floodplain or the 500 Year Floodplain. The Project is not located over or immediately adjacent to a primary, principal or sole source aquifer. The Project will comply with New York State Department of Environmental Conservation General Permit for Stormwater Discharges from construction activity that covers the Project.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

6.) Impacts on air – The U. S. Environmental Protection Act (USEPA), through the federal Clean Air Act (CAA), has established National Ambient Air Quality Standards (NAAQS) for six criteria pollutants: carbon monoxide (CO), sulfur dioxide (SO2), nitrogen dioxide (NO2), particulate matter (PM10 and PM2.5), ozone, and lead. An area that violates a national primary or secondary NAAQS for one or more of the USEPA designated criteria pollutants is referred to as non-attainment. A maintenance area is one that has previously been in violation of the NAAQS but has since implemented an avoidance plan and has had no additional violations over an extended period of time.

The Project is located in Onondaga County. According to the USEPA Green Book (current as of February 28, 2019), Onondaga County is currently in attainment for all criteria pollutants, except CO, which is listed as "maintenance". Based on a detailed review of the Green Book, Onondaga County was designated as a CO non-attainment area until 1992. Since 1993, the County has been in compliance (i.e., maintenance area) with the NAAQS for all criteria pollutants, including CO. An area that has remained in compliance with the NAAQS for an extended period of time is re-designated as "attainment".

According to both the NYSDEC and USEPA, Onondaga County is in full attainment with the CO NAAQS. Specifically, Onondaga County was designated as a maintenance area in 1993 and has not had any violations of the NAAQS since that time. NYSDEC met the requirements specified in two Maintenance Plans, each lasting a period of ten years. Therefore, the 20-year maintenance period is over and NYSDEC has met its obligations; Onondaga County is in attainment with the CO NAAQS.

Air emission sources require consistency with State and federal air quality standards. The New York air permitting program regulates sources of air pollution. The program is required under provisions set forth in the CAA and New York State regulation (6 NYCRR Part 201). NYSDEC Division of Air Resources administers the air program. The proposed Project does not include equipment that requires registration or permitting from New York State's air program.

7.) Impacts on plants and animals – The proposed Project is located in an urban environment. Peregrine falcons are identified in the vicinity of the Project site. The proposed rehabilitation is not expected to affect the habitat of the peregrine falcon. No significant impact to plants and animals will occur as a result of the Project.

8.) Impacts on agricultural resources – The Project is not located in a New York State Agricultural District. No farmland soils occur within the proposed limits of disturbance. No significant impacts to agricultural resources will occur.

9.) Impacts on aesthetic resources – The Project site does not contain, and is not located adjacent to, identified scenic/aesthetic resources. Onondaga Lake is more than one mile away from the Project. The Project involves primarily interior renovation and minor exterior changes and no adverse impacts to the aesthetic resources associated with Onondaga Lake are expected to occur as a result of the Project.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

FEAF Part 3 – Additional Information (cont.)

10.) Impacts on historical and archeological resources – The State Historic Preservation Office (SHPO) has conducted a review of the original rehabilitation plan for the Building consistent with Section 106 of the National Historic Preservation Act of 1966. In a letter dated December 4, 2018, the SHPO indicated that the rehabilitation of the Building would result in no significant impacts to historic properties including archeological and/or historic resources.

11.) Impacts on open space and recreation – The proposed action will not result in a loss of recreational opportunities, and/or open space. There are no existing recreational opportunities on-site, and the site is not located in a designated municipal open space plan.

12.) Impacts on critical environmental areas – No designated critical environmental areas occur within or immediately adjacent to the Project site. The current action will not involve impacts to designated critical environmental areas.

13.) Impacts on transportation – The proposed Project is not anticipated to involve a significant increase in existing traffic levels.

14.) Impacts on energy – Electricity and natural gas in the Project location are supplied by National Grid. Water will be provided by the City of Syracuse's water system. Sewer service will be provided by the City of Syracuse and treated at the Metropolitan Syracuse Wastewater Treatment Plant.

Operation of the Project will result in increased use of electricity, natural gas, and/or water resources as well as increased discharge of wastewater into the sewer collection and treatment system. The Company has coordinated with the local utility providers regarding supply and availability of necessary services. Operation of the facility is not expected to exceed available natural resource or future energy supplies.

Additionally, construction and/or operation of the facilities would not involve a need for unusual materials or those in short supply. As with any construction project, there will be short-term increases in electrical and gasoline usage to power construction equipment and for worker travel.

15.) Impacts on noise, odor, and light

Noise - The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling. Noise levels will generally return to pre-construction levels following completion of the Project.

Odors - The proposed Project will not cause an increase in odors.

Light –Lighting will not impact adjacent properties and will be dark sky compliant. Parking lot fixtures will comply with City of Syracuse regulations.

16.) Impact on Human Health – The proposed Project will not result in an impact to human

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

health from exposure to new or existing sources of contaminants. The Project operation does not use or produce materials considered hazardous substances, and therefore will not create a condition increasing the adjacent public's exposure to harmful chemicals.

17.) Consistency with community plans – The action will not result in population growth in the City of Syracuse that exceeds 5%, or in increasing density that will impact existing infrastructure. The Project has been granted zoning variance to allow first floor apartment units. Given that material consistency with the City's requirements is expected, no significant impacts associated with community plans are anticipated.

18.) Consistency with community character – The proposed action is consistent with the existing community character as described below:

- The Project is located in an area with buildings of similar size and function.
- The Project will not result in any impacts to historic structures.
- It will not significantly increase the need for schools, parks, roads, infrastructure.
- It will not result in a significant increase in the need for emergency services.
- It will not result in any displacement of housing will occur.

EXHIBIT "H"

INDUCEMENT RESOLUTION

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

INDUCEMENT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 25, 2025 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Susan Katzoff, Esq., Cole King, Lori McRobbie; Others Present: Chuck Wallace, Tylah Worrell, Brianca Hill, Luke Esposito, Chris LaBerge

The following resolution was offered by Steven Thompson and seconded by Rickey T. Brown:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***") to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

with one or more "projects" (as defined in the Act); and

WHEREAS, the Agency previously agreed, at the request of 101 North Salina St, LLC, a New York limited liability company (the "***Company***"), to undertake a project (the "***Phase 1 Project***") consisting primarily of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 200,000 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on or about December 17, 2021, the Company and the Agency entered into several lease transactional documents to effectuate the conference of the Phase 1 Financial Assistance on the Phase 1 Project, including but not limited to a company lease agreement, an agency lease agreement, a payment in lieu of taxes agreement, a bill of sale and an environmental compliance and indemnification agreement (collectively, the "***Original Lease Documents***"); and

WHEREAS, the Company, by application dated October 17, 2024 (the "***Application***"), requested the Agency undertake a project (the "***Phase 2 Project***" or the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant and previously undeveloped space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, as part of the Phase 1 Financial Assistance, the Agency and the Company entered into a payment in lieu of taxes agreement (the "***Original PILOT***"). As part of the Phase 2 Financial Assistance, the Company requested the Agency consider an amendment of the Original PILOT to provide for tax abatements related to the Phase 2 Project improvements (the "***PILOT***"). The PILOT abatement schedule will conform with the Agency's Uniform Tax Exemption Policy ("***UTEP***") established pursuant to General Municipal Law Section 874(4); and

WHEREAS, the City of Syracuse (the "***City***"), with the support of the Agency, caused a City-wide housing study to be completed which identified the breadth and scope of the housing crisis, spanning both affordability and conditions, in the City. In recognition of the housing crisis, the Agency and the City continue to coordinate investments, as and when applicable, to leverage resources, as intentionally as possible, to maximize impact, and help to achieve our mutual goal of improving the overall housing market and conditions within the City; and

WHEREAS, under the Act, the Agency is tasked, in part, with improving the health, general prosperity and economic welfare of the people it serves and improves their recreation opportunities, prosperity and standard of living (collectively, "***Factors***"); and

WHEREAS, the Agency has identified housing as a basic need that improves these Factors; and

WHEREAS, the Agency adopted a resolution on October 29, 2024, describing the Project and the proposed Phase 2 Financial Assistance and authorizing a public hearing with respect thereto ("***Public Hearing Resolution***"); and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Phase 2 Financial Assistance on February 25, 2025 pursuant to Section 859-a of the Act, notice of which was originally published on February 16, 2025, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated February 12, 2025; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

"***SEQRA***"), the Agency is required to make a determination whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, the Project constitutes a Type 1 Action; and

WHEREAS, by resolution dated January 28, 2025, the Agency declared itself Lead Agency with respect to a coordinated review of the Phase 2 Project pursuant to SEQRA and all required notices were duly provided on January 4, 2025; and

WHEREAS, the Agency determined the Phase 2 Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Phase 2 Project; and

WHEREAS, on February 25, 2025, the Agency issued a negative declaration; and

WHEREAS, the Agency has given due consideration to the policy, purposes and requirements of the Act and to the Factors, the resulting increased housing and the Application, as well as the representations by the Company that the provision of Phase 2 Financial Assistance: (i) will induce the Company to develop the Phase 2 Project Facility in the City; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Phase 2 Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Phase 2 Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing job opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, including the increase of housing options, as well as the other Factors set forth in the recitals hereof, all of which are incorporated herein by reference, and considering the comments made or submitted at the public hearing, if any, the Agency hereby makes the following findings

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

and determinations:

(A) The Phase 2 Project constitutes a "*project*" within the meaning of the Act;

(B) The acquisition/continuation of a controlling interest in the Land and the Phase 2 Project Facility by the Agency, and the designation of the Company as the Agency's agent for completion of the Phase 2 Project, will be an inducement to the Company to acquire, reconstruct, renovate, equip and complete the Phase 2 Project Facility in the City, and will serve the purposes of the Act by, among other things, increasing housing options, advancing job opportunities, the health, standard of living and economic welfare of the inhabitants of the City, by among other things, increasing housing options in the City;

(B) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Phase 2 Project Facility located in the State, except as may be permitted by the Act;

(C) The Phase 2 Financial Assistance approved hereby includes an exemption from State and local sales and use taxes in an amount not to exceed **$648,000** and mortgage recording taxes in the approximate amount of **$98,968.** The Agency shall separately consider the Company's request for exemptions from real property taxes; and

(D) To appointment the Company as agent of the Agency as further set forth herein.

Section 3. The Company shall execute and deliver a copy of the agreement attached hereto at **Exhibit "A"** to the Agency within **fourteen (14) business days** from the date of this Resolution (the "***Agreement***"). The Agency shall have no obligation to confer any approved benefits authorized herein or in any other resolution adopted by the Agency with respect to the Phase 2 Project, and all such approvals shall be subject to recission should the Company fail to execute and deliver the Agreement in accordance with the terms hereof.

Section 4. As a condition to the appointment of the Company as agent of the Agency, and the conference of any approved Phase 2 Financial Assistance, the Company and the Agency shall first execute and deliver: (i) the Agreement; (ii) a project agreement, or an amendment of the project agreement executed as part of the Original Lease Documents, in substantially the same form used by the Agency in similar transactions (the "***Amended and Restated Project Agreement***"); and (iii) the Lease Documents (as defined herein), unless otherwise authorized by the Agency, and the Company shall provide proof that all real estate taxes due and owing on the Project Facility are current. The Chair, Vice Chair or Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, the Amended and Restated Project Agreement and the Lease Documents (as defined herein), in form and substance similar to other such agreements and documents used by the Agency for similar transactions, with changes in terms and form as shall be consistent with this Resolution and as the Chair or Vice Chair shall approve. The execution thereof by the

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

Chair, Vice Chair and/or Executive Director shall constitute conclusive evidence of such approval. Subject to the due execution and delivery by the Company of the Agreement, Amended and Restated Project Agreement and the Lease Documents, the satisfaction of the conditions of this Resolution, the Agreement, Amended and Restated Project Agreement, the Lease Documents and the payment by the Company of any attendant fees and costs of the Agency, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the reconstruction, renovation, restoration, preservation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf.

Section 5. Subject to the terms of this Resolution and the execution and delivery of, and the conditions set forth in the Agreement and the Amended and Restated Project Agreement, the Agency will, either through the execution and delivery of new documents or by amendment of the Original Lease Documents, or a combination thereof: (i) acquire/continue an interest in the Land and Phase 2 Facility pursuant to a lease agreement(the "***Amended and Restated Company Lease***"), accept an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company (the "***Phase 2 Bill of Sale***"); (ii) sublease the Phase 2 Project Facility to the Company pursuant to a sublease agreement(the "***Amended and Restated Agency Lease Agreement*** and together with the Amended and Restated Company Lease and the Bill of Sale, and all other documents required by the Agency for similar transactions, including but not limited to, an environmental compliance and indemnification agreement, collectively, the "***Lease Documents***") each to be entered into between the Agency and the Company; (iii) grant the approved Phase 2 Financial Assistance, subject, with respect to exemptions from real property taxes, to the approval and execution of a payment in lieu of tax agreement, or amendment of the Original Lease Documents (the "***PILOT Agreement***"); and (iv) provided that no default shall have occurred and be continuing under the Agreement or the Original Lease Documents and provided the Company has executed and delivered all Lease Documents and other documents and/or certificates required by the Agency in conjunction with the Agency's undertaking of the Phase 2 Project, all in form and substance acceptable to the Agency.

Section 6. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 7. Subject to the terms of this Resolution, the Agreement and the Amended and Restated Project Agreement, the Company may utilize, and is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") to proceed with the reconstruction, renovation, restoration, preservation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Agreement. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the "***Commissioner***") upon request. The Agency shall,

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. for purposes of exemption from New York State (the "***State***") sales and use taxation as part of the Phase 2 Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Section 8. The Chair, Vice Chair and/or the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein as the (Vice) Chair deems appropriate, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution, the Agreement and/or the Amended and Restated Project Agreement.

Section 9. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Company's execution and delivery of the documents set forth in Sections 3, 4 and 5 hereof and in compliance with the terms of this Resolution.

Section 10. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 11. Should the Agency's participation in the Phase 2 Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Phase 2 Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 12. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents

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necessary to effect the grant of Phase 2 Financial Assistance and consummate the Lease Documents.

Section 13. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 14. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on February 25, 2025, with the original thereof on file on file in the office of the Agency, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 4/15/2025.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

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EXHIBIT "A"

AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "***Agency***"), with an office at One Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202 and **101 NORTH SALINA ST, LLC**, with a mailing address of 101 North Salina Street, Suite 100, Syracuse, New York 13202 (the "***Company***").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the "***Act***") to designate an agent for constructing, renovating and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company, by application dated October 17, 2024 (the "***Application***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant and previously undeveloped space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from

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real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the approved Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease agreement, an agency lease agreement, a bill of sale and an environmental compliance and indemnification agreement, all as more fully set forth, and in accordance with, the Agency's resolution adopted on February 25, 2025, shall be collectively referred to herein as the "***Lease Documents***".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the reconstruction, renovation, equipping and completion of the Project Facility, and the use and appointment, as necessary, by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***"): (i) will be an inducement to it to reconstruct, renovate and equip the Project Facility in the City of Syracuse (the "***City***"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project Facility will promote, create and/or preserve private sector jobs in the State.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the reconstruction, renovation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06. On February 25, 2025, the Agency adopted a resolution (the "***Inducement Resolution***") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, reconstruction, renovation and equipping of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **$648,000.**

1.07. In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, the execution and delivery of a project agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of reconstruction, renovation and equipping the Project Facility, entering into contracts and doing all things requisite and proper for reconstruction, renovation and equipping the Project Facility.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

Article 2. Undertakings on the Part of the Agency. Based upon the statement, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated, pursuant to the terms hereof, the Company as the Agency's agent for reconstructing, renovation and equipping the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) designation by the Company of Additional Agents for reconstruction, renovation and equipping of the Project Facility subject to the terms hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.05, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the reconstruction, renovation and equipping of the Project Facility and the utilization of and, as necessary the appointment of, Additional Agents.

2.05. Subject to the execution of the Lease Documents, the Inducement Resolution and Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency: (i) for the reconstruction, renovation and equipping of the Project Facility; and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the reconstruction, renovation and equipping of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency's review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, and reconstruction, renovation and equipping of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, reconstruction, renvoation and equipping of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. Upon the request of the Agency, the

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Company shall provide certificates, endorsements, binders and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City, the City Planning Commission and any other governmental authority which approvals, permits and consents are required under applicable law for the development, reconstruction, renovation and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a Local Access Agreement to be obtained from the City of Syracuse Industrial Development Agency and agrees to utilize, and cause its Additional Agents to utilize, local contractors and suppliers for the reconstruction, renovation, equipping and completion of the Project unless a waiver is received from the Agency in writing. For purposes of this Agency Agreement, the term "***Local***" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. The Company agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project Facility.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, reconstruction, renovation and equipping thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute) it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental or machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

3.06 The Company shall proceed with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the Agency in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each Additional Agent which provides for the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each Additional Agent; (ii) a commitment to utilize local contractors and suppliers for the reconstruction, renovation and equipping of the Project ("local" being defined in Section 3.01(h) hereof); (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the Agency and the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that the failure to comply with the foregoing will result in the loss of the exemption; and (v) such other terms and conditions as the Agency deems necessary; and

(2) A completed "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss of the Company's exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company ratifies and confirms its obligations to pay an annual administrative reporting fee in accordance with the Agency's fee schedule to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects. In addition, the Company ratifies and confirms its absolute obligation **to pay on demand** all of the Agency's legal fees associated with the undertaking of the Project, including but not limited to, review of the application, preparation of resolutions and attendance at meetings and to correspondence and calls, regardless of whether benefits are ultimately conferred on the Project.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

Article 4. General Provisions.

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; and

(b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; and

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of the Agency's Recapture of Benefits Policy and Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act, and in accordance with the Agency's Recapture of Benefits Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "***Recapture Amount***") including, but not limited to: (1) (a) that portion of the State and local sales and use tax exemption to which the Company was not entitled, which is in excess of the amount of the State and local sales and use tax exemption authorized by the Agency or which is for property or services not authorized by the Agency; or (b) the full amount of such State and local sales and use tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; or (c) the full amount of such State and local sales and use tax exemption in the event the Company fails to execute and deliver the Lease Documents in accordance herewith or fails to complete the Project; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "***State***") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall

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mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight. In addition to the foregoing, the Agency may recapture other benefits comprising the Financial Assistance in accordance with the Agency's Recapture Policy (a copy of which is on the Agency's website).

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before **February 25, 2026**, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall, unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, reconstruction, renovation and equipping of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for the construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the fees of counsel for the Agency for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

4.05. **The Company acknowledges that Section 875(7) of the New York General Municipal Law ("*GML*") requires the Agency to post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to**

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

the Company's competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 25th day of February, 2025.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
Name:
Title:

EXHIBIT "I"

PILOT RESOLUTION

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PILOT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 25, 2025 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon roll being called, the following members of the Agency were:

PRESENT: Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Susan Katzoff, Esq., Cole King, Lori McRobbie; Others Present: Chuck Wallace, Tylah Worrell, Brianca Hill, Luke Esposito, Chris LaBerge

The following resolution was offered by Rickey T. Brown and seconded by Kenneth Kinsey:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX ABATEMENT SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more "projects" (as defined in the Act); and

WHEREAS, the Agency previously agreed, at the request of 101 North Salina St, LLC, a New York limited liability company (the "***Company***"), to undertake a project (the "***Phase 1 Project***") consisting primarily of: (A)(i) the acquisition of an interest in approximately 4.14 acres

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of real property improved by a two-story approximately 200,000 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on or about December 17, 2021, the Company and the Agency entered into several lease transactional documents to effectuate the conference of the Phase 1 Financial Assistance on the Phase 1 Project, including but not limited to a company lease agreement, an agency lease agreement, a payment in lieu of taxes agreement, a bill of sale and an environmental compliance and indemnification agreement (collectively, the "***Original Lease Documents***"); and

WHEREAS, the Company, by application dated October 17, 2024 (the "***Application***"), requested the Agency undertake a project (the "***Phase 2 Project***" or the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant and previously undeveloped space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the City of Syracuse (the "***City***"), with the support of the Agency, caused a City-wide housing study to be completed which identified the breadth and scope of the housing crisis, spanning both affordability and conditions, in the City. In recognition of the housing crisis, the Agency and the City continue to coordinate investments, as and when applicable, to leverage resources, as intentionally as possible, to maximize impact, and help to achieve our mutual goal of improving the overall housing market and conditions within the City; and

WHEREAS, under the Act, the Agency is tasked, in part, with improving the health, general prosperity and economic welfare of the people it serves and improves their recreation opportunities, prosperity and standard of living (collectively, "***Factors***"); and

WHEREAS, the Agency has identified housing as a basic need that improves these Factors; and

WHEREAS, on February 25, 2025, the Agency resolved to classify the Phase 2 Project as a Type I pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***") and determined that the action will not have a significant effect on the environment (the "***SEQRA Resolution***"; and

WHEREAS, on February 25, 2025, the Agency resolved to take official action toward the acquisition, reconstruction, renovation, equipping and completion of the Phase 2 Project (the "***Inducement Resolution****"*); and

WHEREAS, as part of the Phase 1 Financial Assistance and the Original Lease Documents, the Agency and the Company entered into a payment in lieu of taxes agreement (the "***Original PILOT***"). The Original PILOT for the Phase 1 Project provided for the abatement schedule attached hereto as ***Exhibit "A***". As part of the Phase 2 Financial Assistance, the Company requested the Agency consider an amendment of the Original PILOT and abatement schedule to provide for additional tax abatements related to the Phase 2 Project improvements (the "***PILOT***"). The PILOT abatement schedule will conform with the Agency's Uniform Tax Exemption Policy ("***UTEP***") established pursuant to General Municipal Law Section 874(4) and is attached hereto at "***Schedule "B"***. Schedule B necessarily required an amendment of the Original PILOT and Exhibit A to back out the value associated in the Exhibit A abatement schedule attributable to the 44,000 sq. ft. of vacant and previously undeveloped space in the Building that now forms Phase 2. The amended abatement schedule for Phase 1 is attached hereto at ***Schedule "A***". Attached hereto at ***Exhibit "B***" is the proposed new combined abatement schedule for both the Phase 1 Project and the Phase 2 Project. The abatement schedule for the Phase 1 Project has not changed

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

in duration. The duration of the Phase 2 Project abatement schedule is ten (10) years; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT, as part of the Financial Assistance: (i) will induce the Company to develop the Phase 2 Project Facility in the City of Syracuse; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Phase 2 Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Phase 2 Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Phase 2 Project will advance job opportunities in the State and promote the general prosperity and economic welfare of the inhabitants of the City of Syracuse in furtherance of the purposes of the Act.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT schedule, the Agency hereby approves, and the (Vice) Chair and Executive Director, acting individually, are each authorized to execute and deliver an amended PILOT agreement, amending the Original PILOT agreement (the "***PILOT Agreement***") providing for the balance of the abatement schedule for the Phase 1 Project and the new 10-year abatement schedule for the Phase 2 Project as set forth and attached as **Exhibit "B"** hereto, all in such form and substance as shall be substantially the same as approved by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chair or Vice Chair of the Agency upon the advice of counsel to the Agency. The abatement schedule, in the sole discretion of the Chair or Vice Chair, shall start upon the conclusion of the construction period but in no event more than twenty-four months following the date of execution of the Lease Documents (as defined in the Inducement Resolution). In the event the start of the abatement schedule is adjusted to allow for construction, the schedule attached at Exhibit "B" shall be adjusted accordingly to provide for the construction period and adjust the payments in the abatement period to account for the annual 2% escalation in the tax rate resulting from the delayed start.

(2) The (Vice) Chair and/or Executive Director, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any and all such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein as the (Vice) Chair shall approve, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual

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capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(4) The Secretary and/or the Executive Director of the Agency are hereby authorized to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(5) This Resolution shall take effect immediately, but is subject to execution by the Company of the documents set forth in the Inducement Resolution, including but not limited to, the Lease Documents (as defined in the Inducement Resolution) and the PILOT Agreement and compliance with all other resolutions and other related documents adopted and/or approved by the Agency in conjunction with the Phase 2 Project and/or as set forth herein.

(6) Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the (Vice) Chair and/or Executive Director for execution and delivery, all documents necessary to effect the undertaking of the Phase 2 Project and the grant of Phase 2 Financial Assistance in connection with the Phase 2 Project.

(7) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on February 25, 2025, with the original thereof on file on file in the office of the Agency, and that the same (including any and all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 4/15/2025.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

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EXHIBIT "A"
ORIGINAL ABATEMENT SCHEDULE FOR THE PHASE 1 PROJECT

Total Annual Payment

Year	*Amount*
1	$149,874.92
2	$152,872.42
3	$155,929.87
4	$159,048.46
5	$162,229.43
6	$165,474.02
7	$168,783.50
8	$172,159.17
9	$175,602.36
10	$179,114.40
11	$218,466.78
12	$259,321.61
13	$301,723.24
14	$345,717.21
15	$391,350.25
Total	$3,157,667.64

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SCHEDULE "A"
PROPOSED AMENDED ABATEMENT SCHEDULE FOR THE PHASE 1 PROJECT

Year	*Amount*
1	N/A
2	N/A
3	N/A
4	$124,212.99
5	$126,697.25
6	$129,231.20
7	$131,815.82
8	$134,452.14
9	$137,141.18
10	$139,884.00
11	$170,831.13
12	$202,960.20
13	$236,306.09
14	$264,012.75
15	$298,005.44
Total	$2,554,227.40

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SCHEDULE "B"
PROPOSED ABATEMENT SCHEDULE FOR THE PHASE 2 PROJECT

Year	Amount
1	$35,180.06
2	$35,883.66
3	$36,601.34
4	$37,333.36
5	$38,080.03
6	$38,841.63
7	$39,618.46
8	$111,860.99
9	$186,977.37
10	$265,053.67

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EXHIBIT "B"

PROPOSED COMBINED PILOT ABATEMENT SCHEDULE
TO THE PILOT AGREEMENT
FOR THE PHASE 1 PROJECT AND THE PHASE 2 PROJECT

COMBINED Total Annual Payment			
	Schedule A	**Schedule B**	**Total**
Year	*Amount*	*Amount*	*Amount*
1	N/A	$0	$149,874.92
2	N/A	$0	$152,872.42
3	N/A	$0	$155,929.87
4	$124,212.99	$35,180.06	$159,393.05
5	$126,697.25	$35,883.66	$162,580.91
6	$129,231.20	$36,601.34	$165,832.53
7	$131,815.82	$37,333.36	$169,149.18
8	$134,452.14	$38,080.03	$172,532.17
9	$137,141.18	$38,841.63	$175,982.81
10	$139,884.00	$39,618.46	$179,502.47
11	$170,831.13	$111,860.99	$282,692.13
12	$202,960.20	$186,977.37	$389,937.57
13	$236,306.09	$265,053.67	$501,359.76
14	$264,012.75	$346,178.22*	$610,190.97
15	$298,005.44	$353,101.79*	$651,107.23
Total	$2,554,227.40	$1,524,710.58	$4,078,937.98

*These years represent the equivalent of full taxes

EXHIBIT "J"

FINAL APPROVING RESOLUTION

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FINAL APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 25, 2025 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Susan Katzoff, Esq., Cole King, Lori McRobbie; Others Present: Chuck Wallace, Tylah Worrell, Brianca Hill, Luke Esposito, Chris LaBerge

The following resolution was offered by Steven Thompson and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "***Agency***") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "***Act***"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Agency previously agreed, at the request of 101 North Salina St, LLC, a New York limited liability company (the "***Company***"), to undertake a project (the "***Phase 1 Project***") consisting primarily of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 200,000 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light

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manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on or about December 17, 2021, the Company and the Agency entered into several lease transactional documents to effectuate the conference of the Phase 1 Financial Assistance on the Phase 1 Project, including but not limited to a company lease agreement, an agency lease agreement, a payment in lieu of taxes agreement, a bill of sale and an environmental compliance and indemnification agreement (collectively, the "***Original Lease Documents***"); and

WHEREAS, the Company, by application dated October 17, 2024 (the "***Application***"), requested the Agency undertake a project (the "***Phase 2 Project***" or the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant and previously undeveloped space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

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WHEREAS, the City of Syracuse (the "***City***"), with the support of the Agency, caused a City-wide housing study to be completed which identified the breadth and scope of the housing crisis, spanning both affordability and conditions, in the City. In recognition of the housing crisis, the Agency and the City continue to coordinate investments, as and when applicable, to leverage resources, as intentionally as possible, to maximize impact, and help to achieve our mutual goal of improving the overall housing market and conditions within the City; and

WHEREAS, under the Act, the Agency is tasked, in part, with improving the health, general prosperity and economic welfare of the people it serves and improves their recreation opportunities, prosperity and standard of living (collectively, "***Factors***"); and

WHEREAS, the Agency has identified housing as a basic need that improves these Factors; and

WHEREAS, the Agency conducted a public hearing with respect to the Phase 2 Project and the proposed Phase 2 Financial Assistance on February 25, 2025 pursuant to Section 859-a of the Act, notice of which was originally published on February 16, 2025, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated February 12, 2025; and

WHEREAS, pursuant to Article 8 of the State Environmental Conservation Law, as amended and the regulations promulgated thereunder (collectively "***SEQRA***"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQRA) to be taken by the Agency and the approval of the Phase 2 Project and grant of Financial Assistance constitute such an action; and

WHEREAS, the Agency adopted a resolution on January 29, 2025 (the "***Lead Agency Resolution***") entitled:

> **RESOLUTION CLASSIFYING A PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF A COMMERCIAL APARTMENT PROJECT AT THE REQUEST OF 101 NORTH SALINA ST, LLC FOR PURPOSES OF THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO ACT AS LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW OF THE PROJECT PURSUANT THERETO**

which resolution is in full force and effect and has not been amended or modified;

WHEREAS, by letter dated February 4, 2025, notice was given to each "involved agency" (as defined by SEQRA) identified by the Company of the Agency's declaration to act as Lead Agency; and

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

WHEREAS, the Agency adopted a resolution on February 25, 2025 (the "***SEQRA Resolution***") entitled:

> **RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION AND EQUIPPING OF A CERTAIN PROJECT AT THE REQUEST OF 101 NORTH SALINA ST, LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on February 25, 2025 (the "***Inducement Resolution***") entitled:

> **RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on February 25, 2025 (the "***PILOT Resolution***") entitled:

> **RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX ABATEMENT SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT**

which resolution is in full force and effect and has not been amended or modified; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby makes the following findings and determinations:

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

(a) The acquisition/continuation of a controlling interest in the Land and the Phase 2 Project Facility by the Agency, the granting of the Financial Assistance and the designation of the Company as the Agency's agent for completion of the Phase 2 Project will be an inducement to, and permit, the Company to develop and operate the Phase 2 Project Facility in the City of Syracuse, thus serving the public purposes of Article 18-A of the General Municipal Law of New York State by promoting and preserving the job opportunities, general prosperity, health and economic welfare of the inhabitants of the City of Syracuse (the "***City***"), and in particular, by providing increased housing options to the City, all in furtherance of the purposes of the Act.

(b) The Phase 2 Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Phase 2 Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Phase 2 Project Facility located in the State, except as may be permitted by the Act.

(c) The commitment of the Agency to provide Phase 2 Financial Assistance to the Company will enable and induce the Company to reconstruct, renovate, equip and complete the Phase 2 Project Facility.

(d) The acquisition, reconstruction, renovation, equipping and completion of the Phase 2 Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the City and the granting of the Financial Assistance is a necessary component to the financing of the Phase 2 Project.

(e) The Phase 2 Project constitutes a "project" within the meaning of the Act.

(f) It is desirable and in the public interest for the Agency to grant Phase 2 Financial Assistance in connection with the Phase 2 Project.

Section 2. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. The Phase 2 Project will serve the public purposes of Article 18-A of the General Municipal Law of the State of New York by advancing job opportunities and promoting economic development.

Section 3. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, renovating, improving, maintaining, equipping, furnishing and completing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

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Section 4. Subject to the terms of this Resolution and the execution and delivery of, and the conditions set forth in the Agreement and the Amended and Restated Project Agreement, the Agency will, either through the execution and delivery of new documents or by amendment of the Original Lease Documents, or a combination thereof: (i) acquire/continue an interest in the Land and Phase 2 Facility pursuant to a lease agreement(the "***Amended and Restated Company Lease***"), accept an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company (the "***Phase 2 Bill of Sale***"); (ii) sublease the Phase 2 Project Facility to the Company pursuant to a sublease agreement(the "***Amended and Restated Agency Lease Agreement*** and together with the Amended and Restated Company Lease and the Bill of Sale, and all other documents required by the Agency for similar transactions, including but not limited to, an environmental compliance and indemnification agreement, collectively, the "***Lease Documents***") each to be entered into between the Agency and the Company; (iii) grant the approved Phase 2 Financial Assistance, subject, with respect to exemptions from real property taxes, to the approval and execution of an amended payment in lieu of tax agreement (the "***PILOT Agreement***"); and (iv) provided that no default shall have occurred and be continuing under the Agreement or the Original Lease Documents and provided the Company has executed and delivered all Lease Documents and other documents and/or certificates required by the Agency in conjunction with the Agency's undertaking of the Phase 2 Project, all in form and substance acceptable to the Agency.

Section 5. The Chair, Vice Chair and the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified in Section 4 of this Resolution as well as the Lease Documents (as defined in the Inducement Resolution) and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in Section 4 of this Resolution, as approved by the Chair or Vice Chair, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 6. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 7. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the (Vice) Chair and/or Executive Director for execution and delivery, all documents necessary to effect the undertaking of the Phase 2 Project and the grant of Phase 2 Financial Assistance in connection with the Phase 2 Project.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

Section 8. The approvals provided for herein are contingent upon the Company's payment of all of the Agency's fees and costs, including but not limited to attorneys' fees.

Section 9. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 10. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

Docusign Envelope ID: F51AF5A2-A1D6-4E24-85A3-B0E78B60491C

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on February 25, 2025, with the original thereof on file in the office of the Agency, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 4/15/2025.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

21

GENERAL CERTIFICATE OF

101 NORTH SALINA ST, LLC

This certificate is made in connection with the execution by 101 North Salina St, LLC, a New York State limited liability company (the "***Company***") of the Project Agreement, Company Lease, the Agency Lease, the Mortgage, the Environmental Compliance and Indemnification Agreement and any other document now or hereafter executed by the Company in connection with the City of Syracuse Industrial Development Agency (the "***Agency***") agreeing, at the Company's request, to undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Project Facility is owned by the Company. The Company will lease the Land and Facility to the Agency pursuant to a Company Lease Agreement dated as of December 1, 2021 (the "***Company Lease***") and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2021 (the "***Bill of Sale***") and the Agency will sublease the Project Facility back to the Company pursuant to an Agency Lease Agreement dated as of December 1, 2021 (the "***Agency Lease***").

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Lease, except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

The undersigned does hereby certify as follows:

1. Attached hereto as **Exhibit "A"** is a true, correct and complete copy of the Articles of Organization of the Company and any amendments thereto filed with the New York State Secretary of State with proof of publication thereof attached thereto, which Certificate (including any amendments) are in full force and effect on the date hereof.

2. Attached hereto as **Exhibit "B"** is a true, correct and complete copy of the Company's Operating Agreement, and any amendments thereto, and such Operating Agreement, as may have been amended, is in full force and effect on the date hereof.

3. The Company is, and at all times will be, a limited liability company, duly organized, validly existing and in good standing under the laws of New York State and authorized and licensed under the laws of New York State to transact business as a limited liability company for the purpose of owning and operating the Project Facility in New York State. Attached hereto as **Exhibit "C"** is a true and correct copy of a Certificate of Good Standing of the Company issued by the New York State Secretary of State.

4. The Company has full legal right, power and authority to execute and deliver the Company Documents and to consummate the transactions on the part of the Company contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by the Managing Manager on behalf of the Company and are in full force and effect as of the date hereof. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the authorizing resolution of the Company (the "***Resolution***") in respect of the execution, delivery and performance of the Company Documents.

5. The Company understands and agrees that, unless a written waiver is first obtained from the Agency, the Company and its Additional Agents shall utilize local labor, contractors and suppliers for the construction, renovation, reconstruction and equipping of the Project Facility. The term "***local***" shall mean Onondaga, Oswego, Madison, Cayuga, Oneida and Cortland Counties. The Company further understands and agrees that failure to comply with these local labor requirements may result in the revocation or recapture of benefits provided/approved to the Project by the Agency. In furtherance thereof, Appendix I to the Agency's Application entitled "Local Access Agreement" has been completed and is attached hereto as **Exhibit "E"**.

6. The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company's efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company.

7. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency,

commission or body having jurisdiction which are required on behalf of the Company or for the execution and delivery by the Company of the Company Documents or the consummation on the part of the Company of the transactions contemplated thereby have been obtained.

8. After performing due diligence, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity (before or by any court, agency, arbitrator, public board or body or other entity or person) pending or threatened against or affecting the Company or, to the knowledge of the Company, any basis therefor: (i) in any way affecting the organization, existence or good standing of the Company; (ii) contesting or materially affecting the validity or enforceability of the Company Documents; (iii) contesting the powers of the Company or its authority with respect to the Company Documents; (iv) contesting the authority of the Company to act on behalf of the Company or the authority of the representatives of the Company to act on behalf of the Company; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of the Company; or (B) the consummation on the part of the Company of the transactions contemplated by any Company Documents.

9. The execution and delivery by the Company of the Company Documents and the consummation by the Company of the transactions contemplated thereby are not prohibited by, do not violate any provision of, and will not result in a breach of or default under: (i) the organizational documents of the Company; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which the Company is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which the Company is a party or by which the Company or its properties is bound.

10. All information concerning the Project Facility and the Company submitted to the Agency and any Mortgagee by the Company is true and correct in all material respects and does not omit to state a material fact necessary to make the statements therein not misleading.

11. Assuming the valid authorization, execution and delivery of the Agency Lease and the other Company Documents by the other parties thereto, the Agency Lease and the other Company Documents are the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity. No default by the Company or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Company Documents has occurred or is continuing and no event has occurred which, with the giving of notice or passage of time or both, would be such an event of default. The Company has duly authorized the taking of and has taken all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

12. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Company Documents have been obtained or will be obtained, and said construction,

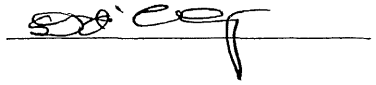
ownership and operation will not, to the best knowledge of the Company, conflict with any zoning or similar ordinance applicable to the Project. To the best of the Company's knowledge, the Project conforms to all material environmental regulations.

13. There is no Event of Default or default on the part of the Company under the, Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Temporary Documents or any other Company Document, and no event has occurred and is continuing which, after notice or passage of time or both, would give rise to a default under any thereof.

14. The Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and the Company has not assigned or pledged any of its rights under these documents.

15. The Company restates and affirms all of the obligations, representations and covenants in the Agency Lease and the Project Agreement and incorporates same herein by reference as if fully set forth herein.

16. The authorized representatives of the Company who, pursuant to the Resolution, are authorized to execute the Company Documents and the office held by each person are as set forth below. The signature set opposite the name of such officer, if any, is a genuine specimen of such officer's signature:

Name	Signature	Office/Title
David C. Nutting		Member of 101 North Salina St Manager, LLC, the Manager of 101 North Salina St, LLC

17. The Company represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. The Company represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease, dated as of December 1, 2021 by and between the Company and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

IN WITNESS WHEREOF, I have set my hand and signature as officer of the Company as of December 1, 2021.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

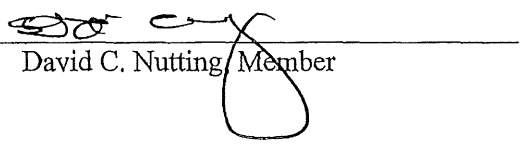
By: 
David C. Nutting, Member

EXHIBIT "A"

ARTICLES OF ORGANIZATION

ARTICLES OF ORGANIZATION
OF
101 North Salina St, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

101 North Salina St, LLC

SECOND: The county, within this state, in which the office of the limited liability company is to be located is ONONDAGA.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

101 North Salina St, LLC
One Websters Landing
Syracuse, NY 13202

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Tatia Campbell, Organizer (signature)

Tatia Campbell , ORGANIZER
One Websters Landing
Syracuse, NY 13202

Filed by:
Tatia Campbell
One Websters Landing
Syracuse, NY 13202

FILED WITH THE NYS DEPARTMENT OF STATE ON: 01/17/2017
FILE NUMBER: 170117010189; DOS ID: 5068595

NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF PUBLICATION
OF

101 North Salina St, LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

The undersigned is the *(Check appropriate box)* ☐ Member ☐ Manager ☒ Authorized Person

of 101 North Salina St, LLC.

(Name of Domestic Limited Liability Company)

If the name of the limited liability company has changed, the name under which it was organized is:_____.

The articles of organization were filed by the Department of State on: January 17, 2017.

The published notices described in the annexed affidavits of publication contain all of the information required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Limited Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

March 28, 2017
(Date)

X Tatia Campbell
(Signature)

Tatia Campbell, Organizer
(Type or Print Name)

CERTIFICATE OF PUBLICATION
OF

101 North Salina St, LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

Filed By: Tatia Campbell
(Name)

One Webster's Landing
(Mailing Address)

Syracuse, NY 13202
(City, State and Zip Code)

NOTES:

1. The name of the limited liability company and the date of filing of the articles of organization must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State for filing a certificate of publication for a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a **$50** filing fee payable to the Department of State.

(For office use only)

Attach this page after the affidavits of publication.

MAR 23 2017

Affidavit of Publication
Under Section #206
of the Limited Liability Company Law

State of New York
County of Onondaga }SS.:

The undersigned is the authorized designee of COMMUNITY MEDIA GROUP, LLC the publisher of EAGLE BULLETIN a weekly newspaper published in Manlius, New York. A notice regarding 101 NORTH SALINA ST, LLC was published in said newspaper once in each week for six successive weeks, commencing on 01/25/2017 and ending on 03/01/2017.
The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by clerk of Onondaga County for this purpose.

01/25/2017 02/01/2017 02/08/2017 02/15/2017
02/22/2017 03/01/2017

Signature: Shannon Christian
By: Shannon Christian, Authorized Designee of David Tyler
COMMUNITY MEDIA GROUP, LLC

Sworn to before me this 2nd day of March , 2017

Notary Public

Gayle M. Alexander
Notary Public, State of New York
No. 01AL4977709
Qualified in Essex County

Commission expires: 02/11/2019
141902

MAR 23 2017

Ad text : NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC") Articles of Organization was filed with NY Secretary of State ("NYSOS") on January 17, 2017, pursuant to LLC Law Section 203. Office location: Onondaga County. NYSOS is designated as service of process agent for LLC. NYSOS shall mail copy of process served to: One Webster's Landing, Syracuse, NY 13202. Purpose: any lawful activities.
EB-140902

The Post-Standard

LEGAL AFFIDAVIT

INV#: 0008011001

syracuse.
MEDIA GROUP

syracuse.com | THE POST-STANDARD

VIP STRUCTURES
ONE WEBSTERS LNDG
SYRACUSE, NY 13202

Name: VIP STRUCTURES

Sales Rep: Pamela Gallagher

Account Number:48725

INV#: 0008011001

Date	Position	Description	P.O. Number	Ad Size
02/23/2017	Other Legals NY	NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC")	101 North Salina St, LI	1 x 19.00 CL

Under Section 206 of the Limited Liability Company Law of New York, County of Onondaga, ss: The undersigned is publisher of The Post-Standard, a daily newspaper published in Syracuse, New York. A notice regarding: 101 North Salina St, LLC was published in said newspaper once in each week for six successive weeks, commencing on 1/19/2017 and ending on 2/23/2017. The text of the notice as published in said newspaper is as set forth below or in the annexed exhibit. This newspaper has been designated by the Clerk of Onondaga County for this purpose.

Post-Standard 01/19/2017, 01/26/2017, 02/02/2017, 02/09/2017, 02/16/2017, 02/23/2017

Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 23th day of February 2017

Karen M Miller Bialczak
NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

KAREN M. MILLER BIALCZAK
Notary Public- State of New York
No. 01M16334505
Qualified in Onondaga County
My Commission Expires:
12/21/19

FEB 27 2017

Ad Number:0008011001

Date	Position	Description	P.O. Number	Ad Size
02/23/2017	Other Legals N	NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC")	101 North Salina S	1 x 19.00 CL

NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC") Articles of Organization was filed with NY Secretary of State ("NYSOS") on January 17, 2017, pursuant to LLC Law Section 203. Office location: Onondaga County. NYSOS is designated as service of process agent for LLC. NYSOS shall mail copy of process served to: One Webster's Landing, Syracuse, NY 13202. Purpose: any lawful activities.

FEB 27 2017

EXHIBIT "B"

OPERATING AGREEMENT

AMENDED AND RESTATED
OPERATING AGREEMENT
of
101 NORTH SALINA ST, LLC

THE EQUITY INTERESTS REPRESENTED BY MEMBERSHIP UNITS PURSUANT TO THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH MEMBERSHIP UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER THE 1933 ACT AND SUCH LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

TABLE OF CONTENTS

SECTION 1 DEFINED TERMS 1
1.1 DEFINITIONS 1
SECTION 2 THE COMPANY 1
2.1 FORMATION 1
2.2 NAME 1
2.3 PURPOSE 2
2.4 PRINCIPAL PLACE OF BUSINESS 2
2.5 TERM 2
2.6 FILINGS 2
SECTION 3 MEMBERS; CAPITAL CONTRIBUTIONS 2
3.1 MEMBERSHIP UNITS 2
3.2 CLASSES; VOTING RIGHTS 2
3.3 MEMBERS 3
3.4 ADDITIONAL MEMBERS 3
3.5 RETURN OF CAPITAL 3
3.6 INTEREST 4
3.7 LIMITED LIABILITY 4
3.8 LOANS 4
3.9 ADDITIONAL CAPITAL CONTRIBUTIONS 4
SECTION 4 ALLOCATIONS 5
4.1 PROFITS AND LOSSES FROM OPERATIONS 5
4.2 PROFITS AND LOSSES FROM CAPITAL TRANSACTIONS 5
SECTION 5 DISTRIBUTIONS 6
5.1 NET AVAILABLE CASH 6
5.2 AMOUNTS WITHHELD 6
SECTION 6 MANAGEMENT 7
6.1 MANAGER 7
6.2 MANAGER POWERS 7
6.3 RIGHT TO RELY ON MANAGER 9
6.4 DUTIES AND OBLIGATIONS OF THE MANAGER 9
6.5 INDEMNIFICATION 10
6.6 COMPENSATION AND EXPENSES OF THE MANAGER 13
6.7 OPERATING RESTRICTIONS 13
6.8 OFFICERS 14
6.9 MEETINGS OF THE MANAGER 14
SECTION 7 VOTING RIGHTS; MEETINGS; COVENANTS 14
7.1 VOTES 14
7.2 MEETINGS OF THE MEMBERS 14
7.3 WITHDRAWAL 15
7.4 PARTITION 15
7.5 OTHER INSTRUMENTS 15
SECTION 8 BOOKS AND RECORDS 15
8.1 BOOKS AND RECORDS 15
SECTION 9 AMENDMENTS 16

9.1 AMENDMENTS 16
SECTION 10 TRANSFERS OF MEMBERSHIP UNITS; CO-SALE RIGHTS; SALE OF COMPANY 16
10.1 RESTRICTION ON TRANSFERS 16
10.2 PERMITTED TRANSFERS 16
10.3 CONDITIONS TO TRANSFERS 17
10.4 PROHIBITED TRANSFERS 17
10.5 ADVERSE ACT 17
10.6 PURCHASE PRICE 18
10.7 PAYMENT OF PURCHASE PRICE 18
10.8 TRANSFER DOCUMENTS 19
10.9 RIGHTS OF UNADMITTED ASSIGNEES 19
10.10 ADMISSION OF ASSIGNEES AS MEMBERS 19
10.11 LEGEND 20
10.12 DISTRIBUTIONS AND ALLOCATIONS IN RESPECT TO TRANSFERRED MEMBERSHIP UNITS 20
10.13 SALE OF THE COMPANY; ALLOCATION OF SALE PROCEEDS 20
SECTION 11 DISSOLUTION AND WINDING UP 21
11.1 DISSOLUTION 21
11.2 WINDING UP 21
11.3 COMPLIANCE WITH TIMING REQUIREMENTS OF REGULATIONS 22
11.4 ESTABLISHMENT OF TRUST 22
11.5 RIGHTS OF UNIT HOLDERS 22
SECTION 12 REPRESENTATIONS AND WARRANTIES 22
12.1 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS 22
12.2 EFFECT OF BREACH 24
SECTION 13 MISCELLANEOUS 24
13.1 NOTICES 24
13.2 BINDING EFFECT 24
13.3 CONSTRUCTION 24
13.4 HEADINGS 24
13.5 SEVERABILITY 25
13.6 INCORPORATION BY REFERENCE 25
13.7 ADDITIONAL DOCUMENTS 25
13.8 VARIATION OF PRONOUNS 25
13.9 NEW YORK LAW 25
13.10 COUNTERPART EXECUTION; SIGNATURES 25
13.11 SPECIFIC PERFORMANCE 25
13.12 WAIVER OF JURY TRIAL 25
13.13 ENTIRE AGREEMENT 26
APPENDIX "A" 30
APPENDIX "B" 38

AMENDED AND RESTATED
OPERATING AGREEMENT
of
101 NORTH SALINA ST, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT is entered into and shall be effective as of the 1st day of September, 2021 by and among **101 NORTH SALINA ST MANAGER, LLC**, a New York limited liability company with an address at One Webster's Landing, Syracuse, New York 13202 (the **"Manager"**), and each and all of the individuals and entities listed on **Exhibit "A"** annexed hereto (each individually a **"Member"** and collectively, the **"Members"**) with respect to **101 NORTH SALINA ST, LLC**, a New York limited liability company (the **"Company"**).

WHEREAS, the Company was previously formed pursuant to the provisions of the Act; and

WHEREAS, the affairs of the Company are currently governed by that certain Operating Agreement of the Company dated as of January 17, 2017 (the **"Existing Agreement"**); and

WHEREAS, the parties desire to completely amend and restate the Existing Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend and restate the Existing Agreement to read in its entirety as follows:

SECTION 1
DEFINED TERMS

1.1 DEFINITIONS. The defined terms used in this Agreement (as indicated by the first letter of each word in the term being capitalized) shall, unless the context clearly requires otherwise, have the meanings specified in **Appendix "A"** and **Appendix "B"** at the end of this Agreement.

SECTION 2
THE COMPANY

2.1 CONTINUATION. The parties hereby agree to continue the Company pursuant to the provisions of the Act and upon the terms and conditions of this Agreement.

2.2 NAME. The name of the Company shall continue to be 101 North Salina St, LLC, a New York limited liability company, and all business of the Company shall be conducted in such name. The Manager may change the name of the Company at any time and from time to time. The Manager shall give notice of such change to the Members as soon thereafter as is practicable; provided, however, that the failure to give such notice shall not affect the validity of such change. The Company shall hold all of its assets and Property in the name of the Company and not in the name of any Member. The Company may conduct business under an assumed name by filing an assumed name certificate where required in the manner prescribed by applicable law.

2.3 PURPOSE. The purpose of the Company is to, directly or indirectly, acquire, own, hold, operate, lease, finance, sell, dispose of (however designated), improve, renovate and otherwise deal with the Project, and to take all actions reasonably necessary to hold, improve, entitle, maintain and sell such Project. The Company shall engage in no other business. The Company shall have the power and authority to enter into all transactions which are provided for in this Agreement and as may be necessary or incidental to accomplish or implement the purposes of the Company, including such powers as may be authorized by this Agreement or permitted under the Act, but in all events consistent with the terms, conditions and restrictions set forth in this Agreement. In no event shall the Company engage in any activity which is proscribed by the laws of the State of New York.

2.4 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Company shall be One Webster's Landing, Syracuse, New York 13202. The Manager may change the principal place of business of the Company at any time and from time to time. The Manager shall give notice of any such change to the Members as soon thereafter as is practicable; provided, however, that the failure to give such notice shall not affect the validity of such change.

2.5 TERM. The term of the Company shall be perpetual unless the Company is dissolved earlier as set forth in this Agreement.

2.6 FILINGS.

(a) The Articles of the Company have been filed in the office of the Secretary of State of the State of New York in accordance with the provisions of the Act. The Class A Members shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of New York. The Class A Members shall cause amendments to the Articles to be filed whenever required by the Act. Such amendments may be executed by any Class A Member or by any Person duly authorized by the Class A Members to authorize such amendments.

(b) The Manager shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other states or jurisdictions in which the Company engages in business.

SECTION 3
MEMBERS; CAPITAL CONTRIBUTIONS

3.1 MEMBERSHIP UNITS. The ownership of the Company shall hereafter be represented by Membership Units. The number of Membership Units the Company is authorized to issue is one hundred (100). The Manager may, at any time and from time to time, increase the number of authorized Membership Units.

3.2 CLASSES; VOTING RIGHTS. The Company shall consist of two (2) classes of Members (each a **"Class"** and collectively, the **"Classes"**): Class A Members and Class B Members. Class A Members shall consist of Members holding Class A Units and Class B Members shall consist of Members holding Class B Units. Of the currently authorized one hundred (100) Membership Units, ten (10) have been designated as Class A Units and ninety (90) have been designated as Class B Units. In the event any additional Membership Units are authorized, the Manager shall designate the Class of such Membership Units. Except as specifically set forth herein, the Class B Units shall not have any voting rights other than those non-waivable voting rights, if any, that are

expressly provided to holders of such Membership Units under the Act. Members holding Class A Units shall exercise all voting rights set forth in this Agreement and provided under the Act and any other applicable law.

3.3 MEMBERS.

(a) The name and address of the Class A Member is as set forth on **Exhibit "A"** hereto. The Class A Member is hereby admitted as a Member as of the Effective Date of this Agreement. The Class A Member shall not be required to make additional Capital Contributions in connection with the execution of this Agreement. The Class A Member shall be issued ten (10) Class A Membership Units. The Class A Units are intended to qualify as "profits interests" within the meaning of Internal Revenue Service Revenue Procedures 93-27 and 2001-43, Internal Revenue Service Notice 2005-43 and any future Internal Revenue Service guidance. It is the intent of the parties that if immediately after a Class A Unit Holder is admitted as a Member the Company sells all of its assets, pays its liabilities and liquidates, such Class A Unit Holder's share of the remaining liquidation proceeds would be zero.

(b) The Manager is initially authorized to issue up to ninety (90) Class B Units in return for a Capital Contribution of $100,000 per Class B Unit. Each Class B Member shall be admitted as a Member when: (i) such individual executes and delivers to the Company a fully completed Subscription Agreement, in such form presented to such Class B Member by the Company; (ii) such individual executes and delivers to the Company a signature page to this Agreement; (iii) the Company accepts the Subscription Agreement by delivering an executed counterpart to the Class B Member; and (iv) such individual makes the required Capital Contribution. The Manager shall have the right to offer the Class B Units from time to time over a period of years as the Manager determines that additional capital may be required by the Company. The Manager is authorized to issue fractional Units. The names, addresses and the number of Class B Units issued to each Class B Unit Holder will be kept on file at the offices of the Company.

3.4 ADDITIONAL MEMBERS. The Manager shall have the authority, exercisable at any time and from time to time, to admit additional Members (the **"Additional Members"**) to the Company on such terms and conditions as the Manager, in its sole discretion, shall deem appropriate, including but not limited to granting the Additional Member priorities to cash flow which are superior to the right to share in cash flow by the then current Members. In connection with any such admission, the Manager shall have the authority, in its sole discretion, to determine: (i) the number of Membership Units that each such Additional Member will receive; (ii) the consideration, if any, to be paid therefor; and (iii) the Class to which such Additional Member shall be assigned (which shall include the ability to create a new Class of Membership Units to be issued to the Additional Member). In no way limiting the foregoing, the Manager shall have the ability, within its sole discretion, to issue a new Class of Membership Units to a new investor member who agrees to contribute additional capital to the Company and pay a priority return on such capital contributed. Upon the issuance of any additional Membership Units and/or the admission of any Additional Members, this Agreement and the Exhibits hereto shall be amended as required and as determined by the Class A Members.

3.5 RETURN OF CAPITAL. Except as otherwise provided in this Agreement, no Unit Holder shall be entitled to have his Capital Contribution returned to him. Under circumstances requiring

a return of any Capital Contributions, no Unit Holder shall have the right to receive Property other than cash except as may be specifically provided herein.

3.6 INTEREST. No Unit Holder shall receive any interest, salary or drawing with respect to his Capital Contribution or his Capital Account or for services rendered on behalf of the Company or otherwise in his capacity as a Unit Holder, except as otherwise provided in this Agreement.

3.7 LIMITED LIABILITY. The Members shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as otherwise provided by applicable state law or this Agreement, a Unit Holder shall not be required to lend any funds to the Company or to make any additional Capital Contributions to the Company. The Manager shall not have any personal liability for the repayment of any Capital Contributions of the Unit Holders; provided, however, nothing in this **Section 3.7** shall be deemed to relieve the Manager of any liability resulting from the Manager's bad faith, intentional misconduct, knowing violation of law or breach of any fiduciary duty.

3.8 LOANS. Any Unit Holder or any Affiliate of a Unit Holder may, with the approval of the Manager, lend or advance money to the Company. If any Unit Holder or Affiliate thereof shall make any loan to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall instead be a debt due from the Company. The amount of any such loan or advance shall be repayable out of the Company's cash and shall have priority over any distributions made pursuant to **Section 5** hereof. All such loans or advances shall bear interest at an interest rate agreed to by the Manager and the lending Unit Holder; provided, however, that in no event may the interest rate exceed the Insider Loan Rate. Except as otherwise set forth in this Agreement, no Unit Holder shall be obligated to make any loan or advance to the Company.

3.9 ADDITIONAL CAPITAL CONTRIBUTIONS. The Members shall not be required to make any additional Capital Contributions to the Company. In the event the Manager determines that additional capital is required by the Company, the Manager may raise the required funds by offering new interests in the Company (the **"New Interests"**) on such terms and conditions, and at such prices, as Manager may determine. It is specifically recognized and agreed that the New Interests may be entitled to a priority distribution over the existing interests held by the Members. The Manager shall first offer the New Interests (an **"Equity Offering"**) on a pro-rata basis to the then-existing Members. The Manager, in its sole and absolute discretion, may allow an Affiliate of an existing Member to be a purchaser of a New Interest. If the Equity Offering is over-subscribed by the existing Members, the Manager shall allocate the New Interests pro-rata among the Members who indicated a desire to purchase a New Interest based on a ratio of that amount a Member indicated a desire to purchase over the amount that all Members indicated a desire to purchase. In the event that the Equity Offering is not fully subscribed, the Manager may offer any New Interests not so purchased to a non-Member but only on the same terms and conditions as those offered to the Members. In the event of a sale of an interest pursuant to this **Section 3.9**, the Residual Percentages of the Members shall be diluted on a pro-rata basis. In connection with the sale of a New Interest, the Manager shall have the authority, without the consent of the Members, to admit to the Company as Members those Persons to whom such New Interests are issued and to make any amendments to this Agreement which the Manager determines are necessary or desirable in

connection with the sale of the New Interests. The Manager shall have the authority to execute any such amendments on behalf of the Company.

SECTION 4
ALLOCATIONS

4.1 PROFITS AND LOSSES FROM OPERATIONS. After giving effect to the special allocations set forth in **Appendix "B"** hereto, Profits and Losses From Operations for any fiscal year shall be allocated to the Unit Holders as follows:

(a) Profits From Operations shall be allocated to the Unit Holders in the following order and priority:

(i) First, solely to the Class B Unit Holders until the aggregate amount allocated to each Class B Unit Holder pursuant to this **Section 4.1(a)(i)** for such fiscal year and all previous fiscal years is equal to the cumulative amount of distributions to the Class B Unit Holders pursuant to **Section 5.1(a)** hereof; and

(ii) The balance, if any, to the Unit holders in proportion to their respective Residual Percentages.

(b) Losses From Operations shall be allocated as follows:

(i) First, among the Unit Holders as necessary to cause the Capital Account balance of each Unit Holder to equal zero; and

(ii) The balance, if any, to the Unit Holders in proportion to their respective Residual Percentages.

4.2 PROFITS AND LOSSES FROM CAPITAL TRANSACTIONS. After giving effect to the special allocations set forth in **Appendix "B"** hereto, Profits and Losses From a Capital Transaction for any fiscal year shall be allocated to the Unit Holders as follows:

(a) Profits From a Capital Transaction for any fiscal year shall be allocated among the Unit Holders in the following order and priority:

(i) First, solely to the Class B Unit Holders until the aggregate amount allocated to each Class B Unit Holder pursuant to this **Section 4.2(a)(i)** for such fiscal year and all previous fiscal years is equal to the cumulative amount of distributions to the Class B Unit Holders pursuant to **Section 5.1(a)** hereof; and

(ii) The balance, if any, to the Unit Holders so as to reduce, proportionately, the differences between their respective Targeted Amount and Preliminary Capital Accounts for such fiscal year. No portion of the gain from a Capital Transaction for any fiscal year shall be allocated to a Unit Holder whose Preliminary Capital Account is greater than or equal to its Targeted Amount for such fiscal year.

(b) Losses From a Capital Transaction for any such fiscal year shall be allocated among the Unit Holders so as to reduce, proportionately, the differences between their respective Preliminary Capital Accounts and Targeted Amount for such fiscal year. No portion of the Losses From a Capital Transaction for any period shall be allocated to a Unit Holder whose Targeted Amount is greater than or equal to its Preliminary Capital Account for such fiscal year.

(c) It is the intention of the Unit Holders to allocate Profits and Losses From a Capital Transaction in such a manner so as to cause each Unit Holder's Capital Account to equal the amount of cash such Member would be entitled to receive if the Company sold its assets for their Gross Asset Values and, after satisfying all Company liabilities, the proceeds from such sale, as well as all other funds of the Company, were then distributed to the Members pursuant to **Section 5.1(b)** of this Agreement. Therefore, notwithstanding anything to the contrary in this Agreement, to the extent not inconsistent with the applicable Treasury Regulations under Section 704 of the Code, if, upon the dissolution of the Company, any Unit Holders' ending Capital Account (determined immediately after all Profits and Losses, and other items of income, gain, loss and deduction have been tentatively allocated under this Agreement and reflected in the Capital Accounts of the Unit Holders as if this **Section 4.2(c)** were not in this Agreement) is less than such Unit Holder's liquidation amount, then (i) such Unit Holder shall be specially allocated items of income or gain (including gross income) for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), and (ii) the other Unit Holders shall be specially allocated items of loss or deduction for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), until each such Unit Holder's actual Capital Account equals the liquidation amount for such Unit Holder. The special allocation provision provided by this **Section 4.2(c)** shall be applied in such a manner so as to cause the difference between each Unit Holder's liquidation amount and the balance in its Capital Account (determined after this allocation but immediately prior to the distributions pursuant to **5.1(b)**) to be the smallest dollar amount possible.

SECTION 5
DISTRIBUTIONS

5.1 NET AVAILABLE CASH. Except as otherwise provided in **Section 11.2** hereof relating to the liquidation of the Company, Net Available Cash shall be distributed at such times and in such amounts as the Manager shall determine to the Unit Holders in the following order and priority:

(a) First, to the Class B Unit Holders (to be divided with the Class based on the aggregate Initial Capital of all Unit Holders in such Class) until the Class B Unit Holders receive an amount equal to (i) the cumulative Priority Return from Accrual Date to the end of the calendar quarter preceding the quarter during which such distribution is made, minus (ii) the sum of all prior distributions to such Unit Holders pursuant to this **Section 5.1(a)**; and

(b) The balance, if any, to the Unit Holders in proportion to their Residual Percentages.

5.2 AMOUNTS WITHHELD. All amounts withheld pursuant to the Code or any provision of state or local law with respect to any payment or distributions by the Company to the Unit Holders shall be treated as amounts distributed to the Unit Holders pursuant to this **Section 5** for all purposes under this Agreement. The Class A Members may allocate any such amounts among the Unit Holders in any manner that is in accordance with applicable law.

SECTION 6

MANAGEMENT

6.1 MANAGER.

(a) The management of the Company shall be vested in the Manger designated by the Class A Member. The number of Managers shall be one (1) unless otherwise provided herein. The Manager is 101 North Salina St Manager, LLC. Such entity is hereby appointed as the Manager. The Manager shall serve as the Manager until it resigns, is removed or is otherwise unable or unwilling to serve.

(b) The Manager may be removed at any time, with or without cause, by Majority Vote of the Class A Members. Such removal shall be effective upon delivery of written notice thereof to the Company.

(c) In the event a Manager is removed, resigns or is unwilling or unable to serve as such for any reason, the Class A Members shall, within thirty (30) days by Majority Vote thereof, designate a successor Manager by written notice to the Company. Upon receipt of such notice, **Exhibit "B"** shall be amended to reflect the name and address of such successor Manager.

6.2 MANAGER POWERS. The Manager shall have the sole and exclusive right to manage the business of the Company, to make all decisions regarding those matters and to perform all other acts and activities customary to or incidental to the management of the Company's business, excepting only those acts and things as to which approval by the Members is expressly required by this Agreement or which are required by the Act, to the extent the same cannot be waived by the Act. Without limiting the generality of the foregoing, the Manager shall have all of the rights and powers which may be possessed by a manager under the Act including, without limitation, the right and power to:

(a) acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) operate, maintain, improve, construct, own or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(c) determine the scope and nature of the renovation of any Property of the Company and make changes thereto;

(d) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, renovation, maintenance and operation of the Project, including, without limitation, a Property Management Agreement and an Asset Management Agreement with VIP Development Associates, Inc., which agreements may provide for property management fees, asset management fees which may include a fee upon the sale of the Project, a fee upon the refinance of any indebtedness secured by the Project and other terms deemed necessary or expedient by the Manager for the business of the Company;

(e) subject to the provisions herein, obtain, contract for and close any financing, including the granting of any mortgages and/or security interests, on such terms and conditions as are appropriate;

(f) prepay in whole or in part, refinance, recast, modify or extend any liabilities affecting the Project and, in connection therewith, execute any extensions or renewals of encumbrances on any or all of such Project;

(g) care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(h) contract on behalf of the Company for the employment and services of employees and independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(i) expend the capital and income of the Company to the extent permitted by this Agreement;

(j) ask for, collect and receive any rents, issues and profits or income from the Property or any part or parts thereof and to disburse Company funds for Company purposes to those persons entitled to receive the same;

(k) engage necessary professional assistance such as architects, accountants, attorneys and the like, which may be Affiliates of the Manager or a Member;

(l) select and engage contractors for the renovation of the Project, which contractors may include Affiliates of the Manager and/or the Class A Member;

(m) purchase from or through others contracts of liability, casualty or other insurance for the protection of any Property of the Company or the affairs of the Company or the Members or for any purpose convenient or beneficial to the Company;

(n) institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on, in behalf of or against the Company or the Members or the Manager in connection with activities arising out of, connected with or incidental to this Agreement and engage counsel or others in connection therewith;

(o) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to any Property of the Company and Manager's liability) necessary, incidental to or in connection with the accomplishment of the purposes of the Company as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

(p) form wholly-owned or majority-owned limited liability companies to acquire additional property on behalf of the Company and enter into operating agreements for such additional limited liability companies (all such wholly or majority-owned limited liability companies being collectively referred to as the **"Subsidiary LLCs"** and singularly as a **"Subsidiary LLC"**); and, subject to any provisions of any loan agreement to which a Subsidiary LLC is subject, elect and remove the managers of any Subsidiary LLC;

(q) manage the business and affairs of any Subsidiary LLC;

(r) guaranty the indebtedness of any Subsidiary LLC;

(s) pledge the assets of the Company as security for any indebtedness of a Subsidiary LLC;

(t) incur any indebtedness, including indebtedness from the Manager or any Affiliate, provided that the interest rate thereon does not exceed the Insider Loan Rate; and

(u) make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law, to adjust the basis of Company Property pursuant to Sections 754, 734(b) and 743(b) of the Code or the comparable provisions of state or local law in connection with transfers of interests in the Company.

The Manager shall designate the "partnership representative" of the Company within the meaning of Section 6223(a) of the Partnership Tax Audit Rules (the **"Partnership Representative"**) and if a Designated Individual is required to be appointed under the Partnership Tax Audit Rules, the Manager shall designate the individual to serve as the Designated Individual. In accordance with the Partnership Tax Audit Rules and to the extent provided therein, the Manager shall have the authority to remove and replace each of the Partnership Representative and the Designated Individual and designate such Person's successor. To the extent the Manager deems necessary, each Member shall take all actions required to cause such designations and removals to be effective under the Partnership Tax Audit Rules. The Partnership Representative shall represent the Company in any disputes, controversies or proceedings with the Internal Revenue Service or with any state or local taxing authority and is hereby authorized to take any and all actions that it is permitted to take when acting in said capacity, including making the election under Section 6226 of the Code to have the Unit Holders take tax adjustments into account on their own tax returns. The Company shall reimburse the Manager for all costs and expenses incurred by it in performing its duties as the Partnership Representative (including legal and accounting fees and expenses). Nothing herein shall be construed to restrict the Company from engaging an accounting firm or a law firm to assist the Partnership Representative in discharging his duties hereunder.

6.3 RIGHT TO RELY ON MANAGER. Any Person dealing with the Company may rely upon a certificate signed by the Manager as to:

(a) the identity of the Manager or any Unit Holder and/or the identity of any individual authorized to represent the Manager;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company;

(c) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Company; or

(d) any act or failure to act by the Company or any other matter whatsoever involving the Company or any Unit Holder.

6.4 DUTIES AND OBLIGATIONS OF THE MANAGER.

(a) The Manager shall take all actions which may be necessary or appropriate: (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New York and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business of the Company, and (ii) for the accomplishment of the Company's purposes, in accordance with the provisions of this Agreement and applicable laws and regulations.

(b) The Manager shall have a fiduciary duty to conduct the affairs of the Company in the best interests of the Company and of the Members, including the safekeeping and use of all of the Property for the exclusive benefit of the Company whether or not in the immediate

possession or control of the Manager and shall not employ or permit another to employ property except for the benefit of the Company.

6.5 INDEMNIFICATION.

(a) No Covered Person shall be liable to the Company or its Members for monetary damages for any act or omission in such person's capacity as a Covered Person, except for: (i) acts or omissions which the Covered Person knew at the time of the acts or omissions were clearly in conflict with the interests of the Company; (ii) any transaction from which the Covered Person derived an improper personal benefit; or (iii) acts or omissions occurring prior to the date of this Agreement. If the Act is amended to authorize action further eliminating or limiting the liability of Covered Persons, then the liability of the Covered Persons shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of the governing sections of the Act shall not adversely affect the right or protection of a Covered Person existing immediately before such repeal or modification.

(b) Except as otherwise provided herein, each Covered Person (regardless of such Person's capacity and regardless of whether another Covered Person is entitled to indemnification) shall be indemnified and held harmless by the Company (but only to the extent of the Company's assets), to the fullest extent permitted by law, from all expenses actually incurred by such Covered Person or on such Covered Person's behalf if, by reason of, such Covered Person is, or is threatened to be made, a party to or otherwise involved in any proceeding, regardless of whether arising from any act or omission which constituted the sole, partial or concurrent negligence (whether active or passive) of such Covered Person; provided, that the conduct of such Covered Person in respect of the matters at issue did not constitute gross negligence or willful misconduct, and in the case of any criminal proceeding, such Covered Person did not have reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Covered Person did not meet the requisite standard of conduct set forth in this **Section 6.5(b)**. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that an indemnitee acted in a manner contrary to that specified in this **Section 6.5(b)**.

(c) The Company shall advance all expenses incurred by or on behalf of any Covered Person in connection with the matters under this **Section 6.5** within thirty (30) days after the receipt by the Company of a statement or statements from such indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such proceeding. Such statement or statements shall reasonably evidence the expenses incurred by such Covered Person and shall include or be preceded or accompanied by a written undertaking by or on behalf of such Covered Person to repay any expenses advanced if it shall ultimately be determined that such Covered Person is not entitled to be indemnified against such expenses. Any advances and undertakings to repay pursuant to this **Section 6.5(c)** shall be unsecured and interest free.

(d) To obtain indemnification under this **Section 6.5**, a Covered Person shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to such Covered Person and is reasonably necessary to determine whether and to what extent such indemnitee is entitled to indemnification. Notwithstanding the foregoing, any delay or failure by any Covered Person to notify the Company

hereunder will not relieve the Company from any liability which it may have to such Covered Person hereunder or otherwise under this **Section 6.5** and any delay or failure in so notifying the Company shall not constitute a waiver by any Covered Person of any rights under this **Section 6.5**. Upon written request by an indemnitee for indemnification, such indemnitee shall be presumed to be entitled to indemnification under this Agreement, and such Covered Person shall be fairly and reasonably entitled to indemnification, unless and only to the extent that a court of competent jurisdiction has determined to the contrary, by a final and non-appealable judgment.

(e) Any Covered Person acting for, on behalf of or in relation to the Company in respect of any transaction, any investment or any business decision or action or otherwise shall be entitled to rely on the provisions of this Agreement and on the advice of counsel, accountants and other professionals that is provided to the Company or such Covered Person, and such Covered Person shall not be liable to the Company or to any Unit Holder for such Covered Person's good faith reliance on this Agreement or such advice. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of any Covered Person otherwise existing at law or in equity to the Company or the Unit Holders, are agreed by the Members to replace, to the fullest extent permitted by law, such duties and liabilities existing at law or in equity of such Covered Person. This **Section 6.5(e)** does not create any duty or liability of a Covered Person that does not otherwise exist at law or in equity.

(f) Each Covered Person may rely in good faith, and shall incur no liability in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by such Covered Person to be genuine, and may rely in good faith on a certificate signed by an officer, agent or representative of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge.

(g) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ANY COVERED PERSON SHALL BE LIABLE TO THE COMPANY, TO ANY MEMBER OR TO ANY OTHER PERSON BOUND BY THIS AGREEMENT (AS APPLICABLE) FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF USE OR REVENUE OR LOSSES BY REASON OF COST OF CAPITAL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BUSINESS OF THE COMPANY, THE GRANTING OR WITHHOLDING OF ANY APPROVAL REQUIRED HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT OR SIMILAR LAW OR ANY OTHER LEGAL OR EQUITABLE DUTY OR PRINCIPLE, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND EACH COVERED PERSON RELEASES EACH OTHER SUCH PERSON FROM LIABILITY FOR ANY SUCH DAMAGES.

(h) The obligations of the Company to the Covered Persons provided in this Agreement or arising under law are solely the obligations of the Company, and no personal liability whatsoever shall attach to, or be incurred by, any Member or other Covered Person for such obligations, to the fullest extent permitted by law. Where the foregoing provides that no personal liability shall attach to or be incurred by a Covered Person, any claims against or recourse to such

Covered Person for or in connection with such liability, whether arising in common law or equity or created by rule of law or otherwise, are expressly released and waived under this Agreement, to the fullest extent permitted by law, as a condition of, and as part of the consideration for, the execution of this Agreement and any related agreement, and the incurring by the Company or such Member of the obligations provided in such agreements.

(i) Nothing in this **Section 6.5** shall be deemed to limit or waive any rights that any Covered Person has for breach of contract under the terms of this Agreement or any other agreement to which it is a party; provided, however, that each Member acknowledges that it is not relying upon any other Member or any of such other Member's Affiliates, or any of such other Member's or such other Member's Affiliates' respective stockholders, partners, members, directors, officers or employees, in making its investment or decision to invest in the Company or in monitoring such investment.

(j) The Company shall indemnify, to the full extent permitted by law, any Covered Person that was or is a party or is threatened to be made a party to any proceeding, by reason of the fact that (i) such Person is or was an Officer of the Company; (ii) such Person, while serving as an Officer of the Company, is or was serving or has agreed to serve at the request of the Company as a director, officer, employee, manager or agent of another company, partnership, limited liability company, joint venture, trust or other enterprise; or (iii) such Person is or was serving or has agreed to serve at the request of the Company as a director, officer or manager of another company, partnership, limited liability company, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted by such Person in such capacity; provided, that the conduct of such Covered Person in respect of the matters at issue did not constitute gross negligence or willful misconduct, and in the case of any criminal proceeding, such Covered Person did not have reasonable cause to believe that the act or omission was unlawful:

(k) Notwithstanding anything contained herein to the contrary, in no event shall a Covered Person be entitled to indemnification or to be advanced expenses in connection with:

(i) Any proceeding by or in the right of the Company to procure a judgment in its favor, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with such proceeding and any appeal therefrom;

(ii) Any proceeding by or in the right of the Company to procure a judgment in its favor, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with the defense of such proceeding and any appeal therefrom; or

(iii) Any proceeding (or part thereof) instituted by such Covered Person on his or her own behalf, unless such proceeding (or part thereof) has been authorized by the Manager or the indemnification is pursuant to the last sentence of **Section 6.5(d)** above.

(l) Notwithstanding any other terms of this Agreement, whether expressed or implied, the written consent of each Covered Person is required for any amendment, modification, supplement, restatement or waiver to or of the provisions of this **Section 6.5**.

(m) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which any Covered Person may at any time be entitled under applicable law, the Articles, this Agreement, any other agreement, a vote of equity holders,

a resolution of managers or otherwise, of the Company. No amendment, alteration or repeal of this **Section 6.5** or of any provision hereof shall limit or restrict any right of any Covered Person under this Agreement in respect of any action taken or omitted by such indemnitee prior to such amendment, alteration or repeal. To the extent that a change in the Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles and this Agreement, it is the intent of the parties hereto that each Covered Person shall be entitled to pursuant to this **Section 6.5** the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law, in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy. The rights of indemnification provided by this **Section 6.5** shall inure to the benefit of the heirs, executors and administrators of each Covered Person.

(n) The Company may maintain insurance (including directors' and officers' insurance) at its expense to protect each Covered Person, and the Company may maintain such insurance to protect itself and any Covered Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under the Act.

(o) The indemnification provided by this Agreement shall: (i) not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, Majority Vote of the Members or a vote of the Manager, if disinterested, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (ii) continue as to a person who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other Person.

6.6 COMPENSATION AND EXPENSES OF THE MANAGER.

(a) The Manager may charge the Company for any reasonable expenses incurred in connection with the Company business.

(b) Except as otherwise set forth in this Agreement or as may be provided for in any Asset Management Agreement or Property Management Agreement, the Manager shall not receive any fees or other compensation for serving as the Manager. However, the Manager (if the Manager is also a Member) shall be entitled to the distributions and allocations provided for elsewhere in this Agreement.

6.7 OPERATING RESTRICTIONS.

(a) No rebates, kickbacks or reciprocal arrangements may be received or entered into by the Manager, nor may the Manager participate in any business arrangement which would circumvent this Agreement.

(b) Subject to any approval requirements, the signature of the Manager shall be sufficient to convey title to any Property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and the Unit Holders agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same. The Unit Holders further agree that, except as otherwise provided herein, the signature of

the Manager shall be sufficient to execute any documents necessary to effectuate any provision of this Agreement.

6.8 OFFICERS. The Manager may, at any time and from time to time, designate one or more Persons as officers of the Company. Such Persons shall have such titles and responsibilities and shall be entitled to such compensation as the Manager shall, in its discretion, determine. Any such Person may be removed by the Manager at any time, with or without cause.

6.9 MEETINGS OF THE MANAGER. The Manager shall not be required to hold regular meetings. Special meetings of the Manager may be called by the Manager. Notice of each such special meeting shall be given to the Manager by telephone, telecopy, telegram, electronic means (*i.e.*, e-mail) or similar method (in each case, notice shall be given at least thirty-six (36) hours before the time of the meeting) or sent by first class mail (in which case, notice shall be given at least five (5) days before the meeting), unless a longer notice period is established by the Manager. Each such notice shall state (i) the time, date, place (which shall be at the principal place of business of the Company unless otherwise agreed to by the Manager) or other means of conducting such meeting and (ii) the purpose of the meeting to be so held. No actions other than those specified in the notice may be considered at any special meeting unless unanimously approved by the Manager. The Manager may waive notice of any meeting in writing before, at, or after such meeting. The attendance of the Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not properly called.

SECTION 7
VOTING RIGHTS; MEETINGS; COVENANTS

7.1 VOTES. Each Member holding Class A Units shall be entitled to cast one (1) vote (or fraction of a vote) for each Membership Unit (or fraction of a Membership Unit) then held by such Class A Member on all matters properly submitted to a vote of the Members. Except as otherwise provided in this Agreement, any action which requires the approval of the Members shall be deemed approved if the action receives a Majority Vote of the Members holding Class A Units. Each Class B Unit Holder hereby acknowledges that he is not entitled to vote on any matters related to the Company and that the right to vote is vested solely in the Members holding Class A Units. Any reference in this Agreement to a vote of the Members is intended to and shall be deemed to mean a vote of solely the Members holding Class A Units.

7.2 MEETINGS OF THE MEMBERS.

(a) The Company shall not be required to hold an annual meeting of the Members. Special meetings of the Members shall be called upon the written request of any Class A Member or Class A Members holding more than ten percent (10%) of the then outstanding Class A Units. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than three (3) business days nor more than thirty (30) days prior to the date of such meeting. Members holding Class A Units may participate in such meeting either in person, by proxy or by means of conference telephone or similar communications equipment by means of which all Persons participating in such meeting can hear each other. Such participation shall constitute presence in person at such meeting. A Class A Member may waive advance notice of such meeting. Whenever the vote or consent of the Class A Members is permitted or required under the Agreement, such vote or consent may be given at a

meeting of the Class A Members or may be given in accordance with the procedure prescribed in this **Section 7.2**.

(b) For purposes of determining the Class A Members entitled to vote on, or to vote at, any meeting of the Class A Members or any adjournment thereof, the Class A Members may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) days nor less than ten (10) days before any such meeting.

(c) Each Class A Member may authorize any Person or Persons to act for such Member by proxy on all matters in which such Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing the same.

(d) Each meeting of Members shall be conducted by the Class A Members or such other individual Person as the Class A Members deem appropriate.

(e) Notwithstanding the above, the Company may take any action contemplated under this Agreement without a meeting, without prior notice and without a vote if a consent or consents in writing setting forth the action so taken shall be signed by Class A Members holding not less than the minimum number of Class A Units that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voted. Each such consent shall be dated, be in writing and be delivered to the office of the Company, its principal place of business or to a Class A Member. Delivery may be made by hand, or by certified or registered mail, return receipt requested.

7.3 WITHDRAWAL. Except as otherwise expressly permitted by this Agreement, each Unit Holder hereby covenants and agrees not to: (i) withdraw or attempt to withdraw from the Company; or (ii) exercise any power under the Act to dissolve the Company.

7.4 PARTITION. Each Unit Holder hereby irrevocably waives any right he may have to maintain any action for partition with respect to any Property of the Company.

7.5 OTHER INSTRUMENTS. Each Unit Holder hereby agrees to execute and deliver to the Company within five (5) days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Class A Members deem necessary, useful or appropriate to comply with any laws, rules or regulations or as may be required by any Institutional Lender.

SECTION 8
BOOKS AND RECORDS

8.1 BOOKS AND RECORDS. The Company shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company and shall maintain all records required to be maintained by the Act. The books of the Company shall be kept using the accounting method as determined by the Manager. Any Member or any Member's designated representative shall have the right, at any reasonable time and at the Member's own expense, to have access to and inspect and copy the contents of such books or records. Notwithstanding the above, the Class A Members may, in their sole discretion, prevent a Member from access to any information the Class

A Members reasonably believe is in the nature of trade secrets or any other information the disclosure of which the Class A Members reasonably believe is not in the best interests of the Company or its business or which the Company is required by law or agreement to keep confidential. Within a reasonable period after the end of each Company fiscal year, each Member shall be furnished with an annual report containing a balance sheet as of the end of such fiscal year, statements of income, Members' equity, changes in financial position and cash flow and any necessary tax information for the year then ended. Necessary tax information shall be delivered to each Member as soon as practicable after the end of each Company fiscal year.

SECTION 9
AMENDMENTS

9.1 AMENDMENTS.

(a) Amendments to this Agreement may only be proposed by a Class A Member. Following such proposal, the Class A Members shall submit to the Members a verbatim statement of any proposed amendment. The Class A Members shall seek the written vote of the Class A Members on the proposed amendment or shall call a meeting in accordance with **Section 7.2** hereof to vote thereon and to transact any other business that the Class A Members may deem appropriate. For purposes of obtaining a written vote, the Class A Members may require a response from each Class A Member within a reasonable specified time, but not less than fifteen (15) days. Failure to respond in such time period shall constitute a vote in favor of such amendment.

(b) Notwithstanding **Section 9.1(a)** hereof, this Agreement shall not be amended without the consent of each Member adversely affected if such amendment would: (i) modify the limited liability of a Member; (ii) increase the obligation of any Member to make contributions; (iii) allow the obligation of a Member to make a contribution to be compromised by less than unanimous consent; or (iv) decrease the affirmative vote or consent required for any action set forth herein requiring the vote of the Members.

SECTION 10
TRANSFERS OF MEMBERSHIP UNITS; CO-SALE RIGHTS; SALE OF COMPANY.

10.1 RESTRICTION ON TRANSFERS. Except as otherwise permitted by this Agreement, no Unit Holder shall Transfer all or any portion of his Membership Units without the consent of the Manager. Any Transfer or attempted Transfer by a Member in violation of the preceding sentence shall be null and void and of no effect whatsoever and shall constitute an Adverse Act. Each Member hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members and agrees that the restrictions on Transfer contained herein shall be specifically enforceable. Each Member hereby further agrees to hold the Company and each Member (and each Member's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, any incremental tax liability and attorneys' fees and expenses and costs of enforcing this indemnity) incurred by any such indemnified Persons as a result of a Transfer or any attempted Transfer in violation of this Agreement.

10.2 PERMITTED TRANSFERS. Subject to the conditions and restrictions set forth in **Section 10.3** hereof, a Member may Transfer all or any portion of his Membership Units to any one or more of the following (a **"Permitted Transferee"**): (a) any other Member; (b) any member of the transferor's Family; or (c) any Affiliate of a Member (any such Transfer being referred to in this

Agreement as a **"Permitted Transfer"**). A Permitted Transferee shall be admitted as a Member only in accordance with **Section 10.10** hereof.

10.3 CONDITIONS TO TRANSFERS. In the event a Transfer is permitted by the Class A Members, such Transfer (other than pursuant to a Sale of the Company) shall not be effectuated unless and until the following conditions are satisfied:

(a) The transferor (or his personal representative, as the case may be) and the transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate, in the opinion of counsel to the Company, to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this **Section 10**.

(b) The transferor (or his personal representative, as the case may be) and the transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Membership Units Transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns.

(c) The Company shall be reimbursed by the transferor for all reasonable costs and expenses incurred by the Company (including attorneys' fees) in connection with the Transfer.

(d) Either: (i) the Membership Units being Transferred shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws; or (ii) the transferor (or his personal representative, as the case may be) shall, if requested by the Manager, provide an opinion of counsel, which opinion of counsel shall be satisfactory to the Manager, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

10.4 PROHIBITED TRANSFERS. Any purported Transfer of a Membership Unit that is not permitted hereunder shall be null and void and of no force or effect whatsoever, provided that, if the Company is required to recognize a Transfer that is not permitted hereunder (or if the Company, in its sole discretion, elects to recognize a Transfer that is not permitted hereunder), the Membership Units Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Membership Units, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy the debts, obligations or liabilities for damages that the transferor or transferee of such Membership Units may have to the Company. In the case of a Transfer or attempted Transfer of Membership Units that is not permitted hereunder, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the Members from all cost, liability and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.5 ADVERSE ACT PURCHASE.

(a) Upon the occurrence of an Adverse Act with respect to a Unit Holder (the **"Adverse Unit Holder"**), such Adverse Unit Holder shall automatically be deemed to have offered to sell each and all of his Membership Units to the Company on the terms and conditions contained in this **Section 10.5** and **Sections 10.6** and **10.7** hereof. The Class A Members (exclusive of the Adverse Unit Holder if the Adverse Unit Holder is a Class A Member) shall have ninety

(90) days from the determination of the purchase price in accordance with **Section 10.6** hereof during which to accept or reject the deemed offer to sell (the **"Option Period"**). During the Option Period, the Adverse Unit Holder shall cease to have any rights as a Member, and shall not be entitled to vote on any matters to be determined by the Members. The Membership Units of the Adverse Unit Holder shall be excluded in determining whether a particular quorum requirement has been satisfied or whether the requisite approval of an action or decision has been obtained. In the event the Company fails to exercise its right to purchase the Adverse Unit Holder's Membership Units within the Option Period, the specific event giving rise to the Company's right of election shall be deemed not to have occurred, the Adverse Unit Holder shall thereafter have all of the rights of a Member and the Adverse Unit Holder shall be entitled to his allocable share of distributions during the Option Period.

(b) In the event the Company exercises its right to purchase the Adverse Unit Holder's Membership Units, the closing of the purchase and sale shall occur at such time and place as determined by the Class A Members; provided, however, in no event shall the closing take place later than one hundred twenty (120) days from the date the Company exercises its option to purchase the Adverse Unit Holder's Membership Units.

10.6 PURCHASE PRICE. For purposes of this **Section 10**, the purchase price shall be determined by multiplying the number of Membership Units being sold by the Net Equity Per Membership Unit as of the Valuation Date.

10.7 PAYMENT OF PURCHASE PRICE. In the event of the purchase of Membership Units pursuant to **Section 10.5** hereof, the purchase price shall be paid as follows:

(a) There shall be paid in cash at the closing an amount equal to ten percent (10%) of the purchase price; and

(b) The balance of the purchase price shall be evidenced by a promissory note from the Company (the **"Purchase Note"**). The Purchase Note shall bear interest at the Prime Rate in effect on the closing date and shall be paid in twenty (20) equal quarterly installments of principal and interest on an amortized basis. The first installment on the Purchase Note shall be due and payable on the first (1st) day of the fourth (4th) month following the month during which the closing occurs (together with interest from the date of the closing to the first (1st) day of the month following the month during which the closing occurs). The Purchase Note shall permit the prepayment thereof, either in whole or in part, at any time or from time to time, without penalty. The Purchase Note shall contain a provision requiring the mandatory prepayment of the entire amount due thereunder upon the sale by the Company of all or substantially all of its assets or upon such time as the Members immediately after the purchase and/or their Affiliates collectively own less than fifty percent (50%) of the Membership Units owned by all Members. If required by any Institutional Lender with which the Company does business on the date of the closing, the Purchase Note shall be subordinate to any existing indebtedness due and owing to such Institutional Lender and the Unit Holder's personal representative shall execute any documentation reasonably requested to evidence such subordination including, without limitation, an inter-creditor agreement. Payment of the Purchase Note shall be solely the responsibility of the Company. The selling Unit Holder or the selling Unit Holder's personal representative (as the case may be) shall have no recourse with respect to the Purchase Note against any of the remaining Members. Neither the Company nor any of the remaining Members shall be required to give any security for the payment of the Purchase Note.

(c) The Company may offset any amounts due pursuant to this **Section 10.7** against any amounts due the Company by the selling Unit Holder.

10.8 TRANSFER DOCUMENTS. Whenever a Unit Holder shall sell all or any portion of his or her Membership Units to the Company or another Member, the selling Unit Holder and the purchaser shall each execute such documents and instruments as may be necessary or appropriate to confirm the Transfer of the Membership Units.

10.9 RIGHTS OF UNADMITTED ASSIGNEES.

(a) A Person who acquires one or more Membership Units, but who is not admitted as a Member with respect to such Membership Units in accordance with this Agreement, shall be entitled only to allocations and distributions with respect to such Membership Units in accordance with this Agreement (the **"Economic Rights"**), shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to participate in the management of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement (collectively, the **"Non-Economic Rights"**).

(b) In the event of a Transfer of Membership Units to a Person who is not admitted as a Member with respect to such Membership Units, the transferor shall automatically be deemed to have sold, assigned and conveyed to the Company all of the Non-Economic Rights associated with the Membership Units transferred.

(c) Any Person who is the Assignee of any Membership Units as herein permitted and who is not admitted as a Member with respect to such Membership Units and who desires or who shall be required to make a further assignment of any such Membership Units shall be subject to all of the provisions of this **Section 10** to the same extent and in the same manner as any Unit Holder desiring to make a Transfer of any Membership Units.

10.10 ADMISSION OF ASSIGNEES AS MEMBERS. Subject to the other provisions of this **Section 10**, a Transferee of any Membership Units may be admitted to the Company as a Member with respect to such Membership Units only upon satisfaction of the conditions set forth below:

(a) All of the non-transferring Class A Members consent to such admission, which consent may be given or withheld in the sole and absolute discretion of such Class A Members. If there are no such Class A Members, the Members holding Class B Units (exclusive of any Member Transferring such Membership Units), by Majority Vote thereof, must consent to such admission, which consent may be given or withheld in the sole and absolute discretion of such Members;

(b) The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the Class A Members may reasonably request (including, without limitation, amendments to the Articles) as may be necessary or appropriate to confirm such transferee as a Member of the Company and such transferee's agreement to be bound by the terms and conditions of this Agreement;

(c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Membership Units; and

(d) If the transferee is not an individual of legal majority, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of the transferee to become a Member and to be bound by the terms and conditions of this Agreement.

10.11 LEGEND. Each Unit Holder hereby agrees that the following legend may be placed upon any counterpart of this Agreement, the Articles, or any other document or instrument evidencing ownership of Membership Units:

> The Membership Units represented by this document have not been registered under any securities laws and the transferability of such Membership Units is restricted. Such Membership Units may not be sold, assigned or transferred, nor will any assignee, vendee, transferee or endorsee thereof be recognized by the issuer as having acquired any such Membership Units for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Membership Units shall then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification shall be established to the satisfaction of counsel to the Company.
>
> The Membership Units represented by this document are subject to further restriction as to their sale, transfer, hypothecation, or assignment as set forth in the Operating Agreement and agreed to by each Member. Said restriction provides, among other things, that no vendee, transferee, Assignee or endorsee of a Unit Holder shall have the right to become a Member with respect to such transferred Membership Units without the consent of the Class A Members which consent may be given or withheld in the sole and absolute discretion of the Class A Members.

10.12 DISTRIBUTIONS AND ALLOCATIONS IN RESPECT TO TRANSFERRED MEMBERSHIP UNITS. If any Membership Units are Transferred during any fiscal year in compliance with the provisions of this **Section 10**, Profits, Losses, each item thereof, and all other items attributable to the Transferred Membership Units for such fiscal year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during such fiscal year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Class A Members. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this **Section 10**, whether or not any Member or the Company has knowledge of any Transfer of ownership of any Membership Units.

10.13 SALE OF THE COMPANY; ALLOCATION OF SALE PROCEEDS. Anything contained in this Agreement or otherwise to the contrary notwithstanding in connection with any Sale of the Company the net proceeds available to all Unit Holders (after payment of all expenses of such sale, all liabilities of the Company and establishing reasonable reserves as determined by the Class A Members) shall be allocated among all Unit Holders entitled to participate as if such net proceeds were to be distributed to such Unit Holders in accordance with **Section 11.2** of this Agreement.

SECTION 11
DISSOLUTION AND WINDING UP

11.1 DISSOLUTION. The Company shall dissolve upon the first to occur of any of the following events (each a **"Liquidating Event"**):

(a) The sale by the Company of all or substantially all its Property;

(b) The Majority Vote of the Members holding Class A Units to dissolve the Company;

(c) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company; or

(d) A complete cessation of the Company's business.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, then the Members hereby agree to continue the business of the Company without winding up or liquidation.

11.2 WINDING UP. Upon dissolution of the Company, the Class A Members or court appointed trustee if there are no Class A Members shall take full account of the Company's liabilities and assets. The assets and Properties of the Company shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities (other than to Unit Holders), including the establishment of any necessary reserves;

(b) Second, to the payment and discharge of all of the Company's debts and obligations to Unit Holders; and

(c) Third, to the Class B Unit Holders until such Class B Unit Holders have received an amount equal to the excess, if any, of (i) the cumulative Priority Return from the Accrual Date to the date such distribution is made over (ii) the sum of all prior distributions to the Class B Unit Holders pursuant to **Sections 5.1(a)** and this **Section 11.2(c)**; and

(d) The balance, to the Unit Holders in accordance with **Section 5.1(b)** hereof.

(e) It is the intent of the parties hereto that the liquidation amounts distributable to Unit Holders pursuant to **Section 11.2(d)** shall be equal to the Unit Holders' respective ending Capital Accounts. Therefore, notwithstanding anything to the contrary in this Agreement, to the extent not inconsistent with the applicable Treasury Regulations under Section 704 of the Code, if, upon the dissolution of the Company, any Unit Holders' ending Capital Account (determined immediately after all Profits and Losses, and other items of income, gain, loss and deduction have been tentatively allocated under this Agreement and reflected in the Capital Accounts of the Unit Holders as if this **Section 11.2(e)** were not in this Agreement) is less than such Unit Holder's liquidation amount, then (i) such Unit Holder shall be specially allocated items of income or gain (including gross income) for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), and (ii) the other Unit Holders shall be specially allocated items of loss or deduction for such year (and, if necessary, for the preceding

year if the Company has not yet filed its tax return for such preceding year), until each such Unit Holder's actual Capital Account equals the liquidation amount for such Unit Holder. The special allocation provision provided by this **Section 11.2(e)** shall be applied in such a manner so as to cause the difference between each Unit Holder's liquidation amount and the balance in its Capital Account (determined after this allocation, but immediately prior to the distributions pursuant to **Section 11.2(d)**) to be the smallest dollar amount possible. Nothing contained in this **Section 11.2(e)** shall change the manner in which the remaining assets of the Company shall be distributed pursuant to **Sections 11.2(a)** or **(b)**.

11.3 COMPLIANCE WITH TIMING REQUIREMENTS OF REGULATIONS. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this **Section 11** (if such liquidation constitutes a dissolution of the Company) or **Section 5** hereof (if it does not) to the Unit Holders who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Unit Holder has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all fiscal years, including the fiscal year such liquidation occurs) such Unit Holder shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or any other Person.

11.4 ESTABLISHMENT OF TRUST. In the discretion of the Class A Members, a pro-rata portion of the distributions that would otherwise be made to the Unit Holders pursuant to **Section 11.2** hereof may be distributed to a trust established for the benefit of the Unit Holders for the purposes of liquidating Company assets, collecting amounts owed to the Company and paying any contingent or unforeseen liabilities or obligations of the Company or of the Class A Members arising out of or in connection with the Company. The assets of any such trust shall be: (a) distributed to the Unit Holders from time to time, in the reasonable discretion of the Class A Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Unit Holders pursuant to this Agreement; or (b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company provided that such withheld amounts shall be distributed to the Unit Holders as soon as practicable.

11.5 RIGHTS OF UNIT HOLDERS. Except as otherwise provided in this Agreement, each Unit Holder shall look solely to the assets of the Company for the return of his Capital Contribution and shall have no right or power to demand or receive Property other than cash from the Company. No Unit Holder shall have priority over any other Unit Holder as to the return of his Capital Contributions, distributions, or allocations.

SECTION 12
REPRESENTATIONS AND WARRANTIES

12.1 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS. Each Member hereby represents, warrants and acknowledges to each of the other Members as follows:

(a) The Member has the full power, legal capacity and authority to enter into this Agreement and to perform his obligations hereunder. This Agreement has been duly executed and delivered by the Member and (assuming the due authorization, valid execution and delivery hereof by each of the other Members) is a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except (i) as the same may be limited by

bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights, and (ii) that the granting of specific performance is subject to the discretion of a court of equity;

(b) Neither the execution, delivery or performance of this Agreement by the Member nor the performance by the Member of his obligations hereunder (i) will result in any material breach of or default by the Member under any provision of any contract or agreement of any kind to which the Member is a party, or by which the Member or to which any property or asset of the Member is subject, (ii) is prohibited by, or requires the Member to obtain or make any consent, authorization, approval, registration or filing under, any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, board, bureau, body, department or authority, or of any other person, (iii) will cause any acceleration of maturity of any note, instrument or other obligation to which the Member is a party or by which the Member is bound or with respect to which the Member is an obligor or guarantor or (iv) will result in the creation or imposition of any security interest or other lien, or give to any other person any interest or right (including any right of termination or cancellation) in or with respect to, any of the properties, assets, business, agreements or contracts of the Member;

(c) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or threatened or proposed against the Member regarding any business being conducted by the Member. Neither the Member nor any of the Member's properties or assets are subject to any judicial or administrative judgment, order, decree or restraint;

(d) The Member is not in violation of any law, rule or regulation, or any order, judgment or decree, in any case applicable to the Member or by which any of such Member's properties or assets are bound or affected;

(e) The Member has filed all foreign, federal, state and local tax returns that are required to be filed by such Member and has paid all taxes shown as due on such returns as well as all other taxes, assessments and governmental charges that are due and payable;

(f) The Member is acquiring the Membership Units for the Member's own account and not for the account of others. The Membership Units are not being acquired with a view to their distribution and the Member has no present intent of reselling or otherwise distributing the Membership Units. The Member was not formed for the purpose of making an investment in the Company;

(g) The Member has been advised that the Membership Units have not and shall not be registered under the Securities Act or any applicable state securities laws and, therefore, cannot be resold unless such Membership Units are registered under the Securities Act and all applicable state securities laws or unless exemptions from registration are available;

(h) Neither the Company nor anyone else has made any representation or warranty as to the period of time the Member shall be required to own the Membership Units. The Member is aware that the Membership Units may have to be held by the Member for an indefinite period of time;

(i) No state or other governmental authority has made any finding or determination relating to the fairness or substantive merit of an investment in the Company;

(j) The Member has, either alone or with such Member's personal representative (as that term is defined in Rule 501(h) of the Securities Act of 1933), such knowledge and experience in financial and business matters that such Member is capable of evaluating the merits and risks of an investment in the Company;

(k) The Member is aware that an investment in the Company is highly speculative and is capable of bearing the economic risk of such investment; and

(l) The Company has made available to such Member, a reasonable time prior to such Member's acquisition of any Membership Units, the opportunity to ask questions and receive adequate answers concerning the terms and conditions of such acquisition and the Company and to request and obtain any information which the Company possesses or can acquire without unreasonable effort or expense regarding the Company or investment.

12.2 EFFECT OF BREACH. Each Unit Holder hereby acknowledges and agrees that a material breach of any representation or warranty contained herein or in any other agreement between a Unit Holder and the Company by a Unit Holder shall constitute an Adverse Act by such Unit Holder.

SECTION 13
MISCELLANEOUS

13.1 NOTICES. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an officer of the Person to whom the same is directed, or sent by regular, registered, or certified mail, or by recognized overnight carrier, addressed as follows: if to the Company, to the Company at the address set forth in **Section 2.4** hereof, or to such other address as the Class A Members may from time to time specify by notice to the Members; and if to a Unit Holder, to such Member at the address set forth on **Exhibit "A"** hereto or to such other address as such Member may from time to time specify by notice to the Company. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or if sent by regular mail or overnight carrier or (ii) as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

13.2 BINDING EFFECT. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

13.3 CONSTRUCTION. It is the intention of the parties that every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an agreement to be for or against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their respective interests and to otherwise negotiate the provisions of this Agreement.

13.4 HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.5 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

13.6 INCORPORATION BY REFERENCE. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

13.7 ADDITIONAL DOCUMENTS. Each Unit Holder, upon the request of any Class A Member, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

13.8 VARIATION OF PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

13.9 NEW YORK LAW. This Agreement, and any matter or dispute arising out of, in connection with or related to this Agreement, of any type or nature, shall be construed in accordance with, subject to and governed by the internal laws of the State of New York without giving effect to any conflicts of laws or other provisions which might result in the application of laws other than the internal laws of the State of New York. Each Unit Holder hereby agrees that the federal and state courts located within Onondaga County, New York shall have the exclusive jurisdiction to determine any and all disputes arising out of or in connection with this Agreement and hereby irrevocably consents to the personal and subject matter jurisdictions of such court with respect thereto.

13.10 COUNTERPART EXECUTION; SIGNATURES. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures received by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.

13.11 SPECIFIC PERFORMANCE. The parties acknowledge that they will be irreparably harmed in the event any of the provisions of this Agreement are violated and that the damages that may result therefrom will be difficult, if not impossible, to calculate. Should any dispute arise concerning any matter provided for in this Agreement, the parties agree that an injunction may be issued restraining any of the foregoing events pending the resolution of the controversy. In the event of any controversy concerning any right or obligation of a party, such right or obligation shall be enforceable in a court of equity by a decree of specific performance. Any such remedy, however, shall be cumulative and not exclusive, and shall be in addition to any other remedies which the parties hereto may have.

13.12 WAIVER OF JURY TRIAL. EACH UNIT HOLDER HEREBY IRREVOCABLY WAIVES, ON BEHALF OF HIMSELF AND HIS OR ITS HEIRS, BENEFICIARIES, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY MATTER, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT OR INSTRUMENT EXECUTED IN

CONNECTION WITH THIS AGREEMENT. EACH UNIT HOLDER HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER UNIT HOLDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER UNIT HOLDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT SUCH UNIT HOLDER AND THE OTHER UNIT HOLDER HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

13.13 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any previous understanding whether oral or written.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Amended and Restated Operating Agreement as of the date first above set forth.

101 NORTH SALINA ST MEMBER, LLC

By: _____
Its: Manager

101 NORTH SALINA ST MANAGER, LLC

By: _____
Its: Manager

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC, its Manager

By: _____
Its: Manager

Signature Page to Amended and Restated Operating Agreement of 101 North Salina St, LLC

EXHIBIT "A"

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

101 NORTH SALINA ST, LLC

CLASS A MEMBER

Name	**Address**
101 North Salina St Member, LLC	1 Websters Landing Syracuse, NY 13202

EXHIBIT "B"

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

101 NORTH SALINA ST, LLC

MANAGER

Name	**Address**
101 North Salina St Manager, LLC	One Webster's Landing Syracuse, New York 13202

APPENDIX "A"

TABLE OF DEFINITIONS

"**Accountants**" means the independent accounting firm regularly engaged by the Company to provide audit, consulting, tax or similar type services to the Company. In the event the Company is not then regularly engaging the services of an independent accounting firm, "Accountants" shall mean such independent accounting firm as may be selected by the Manager in its discretion.

"**Accrual Date**" shall mean the date that the offering of the Class B Units is complete as determined by the Manager.

"**Act**" means the New York Limited Liability Company Act, as amended from time to time.

"**Additional Members**" has the meaning set forth in **Section 3.4** hereof.

"**Adverse Act**" means, with respect to any Unit Holder, any of the following:

(a) a Transfer or attempted Transfer of all or any portion of such Unit Holder's Membership Units in the Company except as expressly permitted or required by this Agreement;

(b) an Event of Bankruptcy occurring with respect to any Unit Holder; or

(c) any other occurrence or transaction that is expressly provided elsewhere in this Agreement as constituting an Adverse Act.

"**Adverse Unit Holder**" has the meaning set forth in **Section 10.5** hereof.

"**Affiliate**" means with respect to any Person: (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person; (iii) any officer, director, manager or general partner of such Person; or (iv) any Person who is an officer, director, manager, general partner, trustee or holder of ten percent (10%) or more of the voting securities of any Person described in clauses (i) through (iii) of this sentence.

"**Agreement**" or "**Operating Agreement**" means this Amended and Restated Operating Agreement as the same may be subsequently amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"**Articles**" means the Articles of Organization filed on behalf of the Company with the Secretary of State of the State of New York on January 17, 2017.

"**Assignee**" means a Person who is a transferee of all or part of a Member's Membership Units which Person is not admitted as a Member with respect to such Membership Units. "**Assignees**" means all such Persons.

"**Buyer**" has the meaning set forth in the definition of Fair Market Value.

"**Capital Transaction**" means (a) any sale, lease, exchange or other transfer (in one transaction or in a series of transactions and not in the ordinary course of business) of all or substantially all of the assets of the Company; (b)(i) the placement or funding of any material financing or (ii) the refinancing of the Project indebtedness; (c) the condemnation of all or any material portion of the Project through the exercise of the power of eminent domain; or (d) any

loss of all or a material portion of the Project or a material interest in the Project by casualty, failure of title or otherwise.

"**Class**" and "**Classes**" has the meaning set forth in **Section 3.2** hereof.

"**Class A Members**" means those Persons designated as Members of Class A on **Exhibit "A"** hereto and any Person who is both (i) a permitted transferee with respect to any Class A Units of any such Persons (or any successor thereto) and (ii) admitted as a Member with respect to such Class A Units pursuant to the terms of this Agreement and has not ceased to be a Member.

"**Class A Unit Holder**" means a holder of Class A Units (either as a Member or as an Assignee thereof).

"**Class A Units**" means the Units held by the Class A Members (or any Assignee(s) thereof).

"**Class B Members**" means those Persons designated as Members of Class B in the records of the Company and any Person who is both (i) a permitted transferee with respect to any Class B Units of any such Persons (or any successor thereto) and (ii) admitted as a Member with respect to such Class B Units pursuant to the terms of this Agreement; and has not ceased to be a Member.

"**Class B Unit Holder**" means a holder of Class B Units (either as a Member or as an Assignee thereof).

"**Class B Units**" means the Units held by the Class B Members (or any Assignee(s) thereof).

"**Company**" means the limited liability company continued pursuant to this Agreement and the limited liability company continuing the business of this Company in the event of dissolution as herein provided.

"**Covered Person**" means each current and former Member, Manager, officer or Partnership Representative and each of their respective Affiliates, officers, directors, liquidators, partners, stockholders, managers, members and employees, in each case, whether or not such Person continues to have the applicable status referred to above.

"**Designated Individual**" has the meaning set forth in the Partnership Tax Audit Rules.

"**Economic Rights**" has the meaning set forth in **Section 10.9** hereof.

"**Equity Offering**" has the meaning set forth in **Section 3.9** hereof.

"**Event of Bankruptcy**" means, with respect to any Unit Holder, any of the following:

(a) filing a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided;

(b) making a general assignment for the benefit of creditors;

(c) consenting to the appointment of a receiver for all or a substantial part of such Person's property;

(d) in the case of the filing of an involuntary petition in bankruptcy, the entry of an order for relief;

(e) the entry of a court order appointing a receiver or trustee for all or a substantial part of such Person's property without such Person's consent; or

(f) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of such Person's property.

"**Existing Agreement**" has the meaning set forth in the Whereas clauses hereto.

"**Fair Market Value**" shall mean that amount mutually agreed upon by the Manager acting on behalf of the Company (the "**Buyer**"), and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be). If the parties are unable to reach agreement on Fair Market Value within thirty (30) days after notice of the Adverse Act is received by the Company the Fair Market Value shall be determined by arbitration in accordance with the rules of the American Arbitration Association except as modified below:

(a) If, within ten (10) days (the "**First Selection Period**") of receiving a list of available arbitrators from the American Arbitration Association (the "**Panel**"), the parties are unable to agree upon the selection of a single arbitrator, the Buyer shall appoint one arbitrator, the selling Member or Assignee shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator. In all cases the arbitrator(s) must be appointed from the Panel, provided that all Panel members submitted by the American Arbitration Association shall be Real Estate Appraisers holding the "M.A.I." designation and experienced in the appraisal of income producing real estate worth over $5,000,000. The Panel list shall include detailed resumes on all persons submitted. If both the Buyer and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be) are each required to select arbitrators, each shall make such selection within ten (10) days of the end of the First Selection Period. If a party fails to appoint an arbitrator within such time period the arbitration shall continue with the arbitrator selected by the other party serving as the sole arbitrator.

(b) The arbitration must be commenced within forty-five (45) days of the appointment of the arbitrator or arbitrators. At least ten (10) days prior to the scheduled commencement of the arbitration proceedings, the Buyer and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be) shall each deliver to the arbitrator(s) such Person's estimate of the Fair Market Value of the Property together with any supporting information such party deems necessary. Any written estimate or supporting information submitted after the date prescribed above shall not be considered in determining the Fair Market Value of the Property.

(c) As soon as possible after the expiration of time for the submission of estimates and supporting information, the arbitrator(s) shall deliver a copy of all material submitted to both the Buyer and the selling Member or Assignee. During the ten (10) day period between the exchange of the written estimates and the scheduled commencement of the arbitration proceedings, the parties shall compare the written estimates of Fair Market Value for the Property. If the difference between the highest and lowest written estimate of Fair Market Value for the Property is less than five percent (5%) of the highest written estimate, then all of the written estimates submitted for the Property shall be averaged and the result shall automatically be deemed to be the Fair Market Value of such Property. If the Fair Market Value for the Property is established pursuant to the preceding sentence, the arbitration proceeding shall be discontinued and the costs of the arbitration shall be divided equally between the parties.

(d) In the event that the highest and lowest written estimates of the Fair Market Value of the Property differ by more than five percent (5%) of the highest estimate, the arbitration proceeding shall continue as scheduled with respect to the Property.

(e) The Fair Market Value of the Property shall be determined as of the Valuation Date. In making his or their determination of Fair Market Value the arbitrator or arbitrators shall be limited to the selection of one of the written estimates of Fair Market Value submitted by the parties and the arbitrator or arbitrators may not select any other value. In making his or their determination of Fair Market Value of the Property, the arbitrator(s) shall be instructed to consider with respect to the Property only the then current use of such Property. No consideration is to be given to any higher or better use. The arbitrator or arbitrators shall be required to render his or their decision within thirty (30) days after the commencement of the arbitration proceedings.

(f) The determination of the Fair Market Value of any Property by the arbitrator(s) shall be binding and conclusive on the selling Unit Holder and the Company absent a showing of gross error or fraud. The costs and expenses associated with the arbitration shall be borne by the party that either fails to submit a written estimate of the Fair Market Value for the Property or whose estimate of Fair Market Value is not selected by the arbitrator(s) as the Property's Fair Market Value.

"**Family**" means a Member's spouse and a Member's natural or adoptive lineal ancestors or descendants and trusts for his or their exclusive benefit.

"**First Selection Period**" has the meaning set forth in the definition of Fair Market Value.

"**Independent Third Party**" means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly beneficially own in excess of five percent (5%) of any class of the Membership Units, who is not an Affiliate of any such five percent (5%) owner, or who is not the spouse or descendant (by birth or adoption) of any such five percent (5%) owner.

"**Initial Capital**" means the initial Capital Contribution made by each Class B Unit Holder.

"**Insider Loan Rate**" means an amount equal to the greater of (i) ten percent (10%) or (ii) the Prime Rate then in effect plus five (5) percentage points but in no event shall the rate exceed the maximum rate allowed by law.

"**Institutional Lender**" means any banking institution (including but not limited to saving and loan associations or savings banks), insurance company, pension or profit sharing plan or fund, educational institution, or real estate investment trust.

"**Liquidating Event**" has the meaning set forth in **Section 11.1** hereof.

"**Majority Vote**" means the affirmative vote of Persons holding more than fifty percent (50%) of the total number of Membership Units then held by all those Persons entitled to vote on the matter.

"**Manager**" means the Manager set forth on **Exhibit "B"** hereto and each Person who becomes a Manager pursuant to the terms of this Agreement and has not ceased to be a Manager pursuant to the terms of this Agreement. "Managers" means all such Persons.

"**Members**" means all Persons listed as a Member in the records of the Company for so long as such Persons have not ceased to be a Member pursuant to the terms of this Agreement. "**Member**" means any one of the Members.

"**Membership Percentage**" means for each Person, the ratio (expressed as a percentage) at the time the Membership Percentage is being determined, of the number of Membership Units held by such Person to the total number of Membership Units outstanding. "**Membership Percentages**" means the total percentages held by all Persons.

"**Membership Unit**" means an ownership interest in the Company including any and all benefits to which the holder of such Membership Units may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

"**Net Available Cash**" means the gross cash proceeds of the Company from Company operations, less the portion thereof used to pay or establish reserves for all Company expenses, guaranteed payments, debt payments, capital improvements, replacement and contingencies, all as determined by the Class A Members. "**Net Available Cash**" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances, but shall be increased by any reductions of reserves previously established if such reserves are made available for distribution.

"**Net Equity of the Company**" means the amount that would be available to be distributed to the Unit Holders if: (i) all real property (or any entity the principal asset of which is real property) owned by the Company was sold for its Fair Market Value; (ii) all of the other assets of the Company were sold for their net book value; (iii) the Company paid each and all of its liabilities; and (iv) reasonable reserves were established for any contingent liabilities. The Net Equity of the Company shall be determined, without audit or certification, from the books and records of the Company by the Accountants within thirty (30) days of the day upon which the Accountants are apprised in writing of the Fair Market Value of any real property or any interest in another entity the principal asset of which consists of real property owned by the Company. The amount of such Net Equity of the Company shall be disclosed to the Company and the selling Unit Holder by written notice. The Net Equity of the Company determination of the Accountants shall be final and binding in the absence of gross negligence or willful misconduct.

"**Net Equity Per Membership Unit**" means the Net Equity of the Company divided by the total number of Membership Units then outstanding.

"**New Interests**" has the meaning set forth in **Section 3.9** hereof.

"**Non-Economic Rights**" has the meaning set forth in **Section 10.9** hereof.

"**Option Period**" has the meaning set forth in **Section 10.5** hereof.

"**Panel**" has the meaning set forth in the definition of Fair Market Value.

"**Partnership Representative**" has the meaning set forth in **Section 6.2** hereof.

"**Partnership Tax Audit Rules**" means Sections 6221 through 6241 of the Code, together with any guidance issued thereunder or successor provisions and any similar provision of state or local tax laws.

"**Permitted Transfer**" has the meaning set forth in **Section 10.2** hereof.

"**Permitted Transferee**" has the meaning set forth in **Section 10.2** hereof.

"**Person**" means any individual, partnership, limited liability company, corporation, trust or other entity.

"**Preliminary Capital Account**" means, with respect to any Unit Holder for any fiscal year of the Company, such Unit Holder's Capital Account balance as of the beginning of such fiscal year, adjusted as provided under the definition of **"Capital Account"** herein for all contributions and distributions during such year and all special allocations required by **Appendix "B"** with respect to such fiscal year, but before giving effect to any allocations of Profits or Losses From a Capital Transaction for such fiscal year pursuant to **Sections 4.2** hereof.

"**Prime Rate**" means the prime rate (or base rate) reported in the "Money Rates" column or section of *The Wall Street Journal* as being the base rate on corporate loans at larger U.S. Money Center banks on the last business day immediately prior to the date on which it is necessary to determine such Prime Rate; provided, however, in the event *The Wall Street Journal* ceases publication of the Prime Rate, then the "Prime Rate" shall mean the "prime rate" or "base rate" announced by the bank with which the Company has its principal banking relationship (whether or not such rate has actually been charged by that bank) or as otherwise designated by the Class A Members. In the event that bank discontinues the practice of announcing that rate, Prime Rate shall mean the highest rate charged by that bank on short-term, unsecured loans to its most credit-worthy large corporate borrowers, unless otherwise designated by the Class A Members.

"**Priority Return**" shall mean a sum equivalent to eight percent (8%) of the Initial Capital during the period for which the Priority Return relates. The Priority Return shall be determined on the basis of a year of three hundred sixty-five (365) days and shall be based on the actual number of days in the period for which the Priority Return relates. The Priority Return shall accrue commencing on the Accrual Date. The Priority Return shall be cumulative but shall not be compounded.

"**Profits / Losses From Capital Transactions**" means the Profits or Losses, if any, recognized by the Company as a result of a Capital Transaction, as determined for federal income tax purposes by the Accountants with the adjustments described in the definition of **"Profits / Losses From Operations"**, but without regard to any adjustments to basis pursuant to Section 734 and 743 of the Code.

"**Profits / Losses From Operations**" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to **subsections (b)** or **(d)** of the definition of Gross Asset Value hereof the amount of such

adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period;

(f) There shall be excluded in computing Profits and Losses the Profits and Losses, if any, from a Capital Transaction; and

(g) Notwithstanding any other provision of this Section, any items which are specially allocated pursuant to **Section (b)** or **Section (c)** of **Appendix "B"** hereof shall not be taken into account in computing Profits or Losses pursuant to this Section.

"**Project**" means the land, the building and appurtenant improvements to be constructed at 101 North Salina Street, Syracuse, New York 13202 which property is commonly known as the Post Standard Building.

"**Property**" means the property, both real and personal, as well as tangible and intangible, owned by the Company from time to time.

"**Purchase Note**" has the meaning set forth in **Section 10.7** hereof.

"**Residual Percentages**" means (i) if all ninety (90) Class B Units are sold, then as between the Class A Unit Holders and the Class B Unit Holders, the Residual Percentage will be fifty percent (50%) for the Class A Unit Holders and fifty percent (50%) for the Class B Unit Holders; and (ii) if less than all ninety (90) Class B Units are sold the Residual Percentage of the Class B Unit Holders will be equal to the number of Class B Units sold divided by ninety (90) multiplied by fifty percent (50%) (the "**Revised Class B Percentage**"), and the Residual Percentage of the Class A Unit Holder shall be one (1) minus the Revised Class B Percentage. By way of example, if sixty (60) Class B Units are sold, the Revised Class B Percentage shall be 33.33% and the Class A Unit Holders Residual Percentage shall be 66.67%.

"**Revised Class B Percentage**" has the meaning set forth in the definition of Residual Percentages.

"**Sale of the Company**" means the sale (in a single transaction or a series of related transactions) of the Company to any Independent Third Party or group of Independent Third Parties pursuant to which such Independent Third Party or group of Independent Third Parties acquires (i) a majority of the Class A Units (whether by merger, consolidation, sale, transfer, assignment, pledge, encumbrance or other disposition (irrespective of whether any of the foregoing are effected, with or without consideration, voluntarily or involuntarily, by operation of law or otherwise, or whether inter vivos or upon death) of Class A Units, reorganization, recapitalization or otherwise), or (ii) all or substantially all of the assets of the Company and its Subsidiaries, determined on a consolidated basis.

"**Subsidiary LLC(s)**" has the meaning set forth in **Section 6.2** hereof.

"**Targeted Amount**" shall mean with respect to any Unit Holder for any period of the Company, an amount (which may be either a positive or negative balance) equal to the difference between (i) the hypothetical distribution such Unit Holder would receive if all Company assets were sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied to the extent required by their terms (limited, with respect to each nonrecourse liability, to the Gross Asset Value of the assets securing each such liability), and the net assets of the Company were distributed in full to the Members pursuant to **Section 5.1(b)** hereof, all as of the last day of such period, and (ii) the sum of such Unit Holder's share of partnership minimum gain and partner nonrecourse debt minimum gain (determined pursuant to Regulations §§1.704-2(g) and 1.704-2(i)(5), respectively), each computed immediately prior to the hypothetical sale described above.

"**Transfer**" means, as a noun, any transfer, sale, pledge, hypothecation or other disposition, whether voluntary, involuntary or by operation of law, and, as a verb, to transfer, sell, pledge, hypothecate or otherwise dispose of in any manner whatsoever, whether voluntarily, involuntarily or by operation of law. A Transfer shall in all instances be deemed to include a Transfer of any interest in a Unit Holder (which is not an individual) if as a result of such a Transfer, any Person or Persons who are not the current beneficial owners or members of a Unit Holder become owners or members, in one or more transactions, of thirty five percent (35%) or more of the voting power or control of the Unit Holder.

"**Unit Holder**" means a Person who is the holder of Membership Units regardless of whether such Person has been admitted as a Member with respect to such Membership Units.

"**Valuation Date**" means the last day of the calendar month immediately preceding the date of the occurrence of the Adverse Act, in the case of a purchase pursuant to **Section 10.5** hereof.

APPENDIX "B"

TAX PROVISIONS

(a) Definitions. For purposes of this Agreement, including this **Appendix "B"**, the following terms (as indicated by the first letter of each word being capitalized) shall, unless the context clearly requires otherwise, have the following meanings:

"**Adjusted Capital Account Deficit**" means with respect to any Unit Holder, the deficit balance, if any, in such Person's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Person is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"**Capital Account**" means with respect to any Unit Holder, the Capital Account maintained for such Person in accordance with the following provisions:

(a) To each Person's Capital Account, there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to **Section (b)** or **(c)** of this **Appendix "B"**, and the amount of any Company liabilities that are assumed by such Person or that are secured by any Company asset distributed to such Person;

(b) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company asset distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of expenses or losses that are specially allocated pursuant to **Section (b)** or **(c)** of this **Appendix "B"**, and the amount of any liabilities of such Person that are assumed by the Company or that are secured by any property contributed by such Person to the Company;

(c) In the event any interest in the Company is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest; and

(d) In determining the amount of any liability for purposes of **subsections (a)** and **(b)** above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Class A Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including without limitation, debits or credits relating

to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Unit Holders), are computed in order to comply with such Regulations, the Class A Members may make such modifications, provided it is not likely to have a material effect on the amounts distributed to any Unit Holder pursuant to **Section 12** of the Agreement upon the dissolution of the Company. The Class A Members also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Unit Holders and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and (ii) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Company of oil or gas properties) might otherwise cause this Agreement not to comply with Regulation Section 1.704-1(b).

"**Capital Contribution**" means, with respect to any Unit Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest in the Company held by such Unit Holder.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"**Company Minimum Gain**" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations substituting the term "company" for the term "partnership" whenever the context requires.

"**Depreciation**" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Class A Members.

"**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the gross fair market value of such asset, as determined by the contributing Unit Holder and the Company;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Class A Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Unit Holder in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Unit Holder of more than a de minimis amount of assets as consideration for an interest in the Company; (iii) in connection with the grant of an interest in the Company to a Unit Holder (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Unit Holder acting in a Member capacity or by a new Unit Holder acting in a Member capacity or in anticipation of becoming a Member; and (iv) the

liquidation of the Company within the meaning of Regulations 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Class A Members reasonably determine(s) that such adjustments are necessary or appropriate to reflect the relative economic interests of the Unit Holders in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Unit Holder shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation 1.704-1(b)(2)(iv)(m) and **Section (b)(iii)** of this **Appendix "B"**; provided, however, that Gross Asset Values shall not be adjusted pursuant to this **subsection (d)** to the extent the Class A Members determine(s) that an adjustment pursuant to **subsection (b)** is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this **subsection (d)**. If the Gross Asset Value of an asset has been determined or adjusted pursuant to **subsections (a)**, **(b)** or **(d)** hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Member Nonrecourse Debt" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(b) Special Allocations: Items in the Nature of Income or Gain.

(i) In the event any Unit Holder unexpectedly receives any adjustments, allocations or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Unit Holder as quickly as possible; provided, however, that an allocation pursuant to this **Section (b)(i)** shall be made if and only to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in **Section 4** and

this **Appendix "B"** have been tentatively made as if this **Section (b)(i)** of this **Appendix "B"** were not in this Agreement.

(ii) If, after giving effect to the allocation provisions of **Section 4** and this **Appendix "B"** (other than this **(b)(ii)**) and the distribution provisions of **Section 5** hereof for a particular fiscal year, any Unit Holder would have a deficit Capital Account at the end of such fiscal year in excess of the sum of (i) the amount such Unit Holder is obligated to restore and (ii) the amount such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) such Unit Holder shall be specially allocated items of gross income in the amount of such excess as quickly as possible provided that an allocation pursuant to this **Section (b)(ii)** of this **Appendix "B"** shall be made if and only to the extent such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in **Section 4** and **Appendix "B"** have been tentatively made and as if **Sections (b)(i)** and **(b)(ii)** were not in this Agreement.

(iii) Except as otherwise provided in Section 1.704-2(f) of the Regulations and notwithstanding any other provision of **Section 4** and this **Appendix "B"** if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Unit Holder shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This **Section (b)(iii)** is intended to comply with the minimum gain charge back requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(iv) Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of **Section 4** and this **Appendix "B"** except **Section (b)(ii)** above, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This **Section (b)(iv)** is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(v) Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Unit Holder who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or Section 743(b) of the Code is required to be taken into account in determining Capital Accounts as the result of a distribution to a Unit Holder in complete liquidation of his interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if such adjustment increases the basis of the assets) or loss (if such adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Unit Holders in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies or to the Unit Holders to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Unit Holders in proportion to their respective Membership Percentages.

(viii) All allocations to the Unit Holders made pursuant to **Section 4** and this **Appendix "B"** shall, except as otherwise provided herein, be divided among them in proportion to their respective Membership Percentages.

(c) Curative Allocations. The allocations set forth in **Sections (b)(i)** through **viii)** hereof (the **"Regulatory Allocations"**) are intended to comply with certain requirements of the Regulations. It is the intent of the Unit Holders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deductions pursuant to this **Section (c)**. Therefore, notwithstanding any other provisions of **Section 4** and this **Appendix "B"** (other than the Regulatory Allocations) the Class A Members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that after such offsetting allocations are made, each Unit Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Unit Holder would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to **Section 4**. In exercising its discretion under this **Section (c)** of this **Appendix "B"** the Class A Members shall take into account future Regulatory Allocations under **Sections (b)(iii)** and **(b)(iv)** that, although not yet made, are likely to offset other Regulatory Allocations previously made under **Section (b)(v)** and **Appendix "B"**.

(d) Other Allocations Rules.

(i) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Class A Members using any permissible method under Code Section 706 and the Regulations thereunder.

(ii) Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Unit Holders in the same proportions as they share Profits and Losses, as the case may be, for the year.

(iii) In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Unit Holder's allocable share of taxable gain or loss from the sale of Company Property (to the extent possible) shall include a proportionate share of this recapture income equal to that Unit Holder's prior cumulative depreciation deductions with respect to the assets that gave rise to the recapture income.

(iv) The Unit Holders are aware of the income tax consequences of the allocations made by **Section 4** and this **Appendix "B"** and hereby agree to be bound by the provisions of **Section 4** and this **Appendix "B"** in reporting their shares of income and loss for income tax purposes.

(v) Nonrecourse Liabilities will be allocated among the Unit Holders based upon any methodology permitted under Treasury Regulations §1.752-3.

(vi) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Class A Members shall endeavor to treat distributions of Net Available Cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Unit Holders.

(vii) Losses allocated to the Unit Holders shall not exceed the maximum amount of Losses that can be allocated without causing the Unit Holders to have an Adjusted Capital Account Deficit at the end of any fiscal year. If some but not all of the Unit Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses the foregoing limitations shall be applied on a Unit Holder-by-Unit Holder basis so as to allocate the maximum Loss to each Unit Holder under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

(viii) Each Unit Holder authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the **"Notice"**) apply to any interest in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Tax Matters Partner is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by the Tax Matters Partner constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the Notice. The Company and each Unit Holder hereby agree to comply with all requirements of the Safe Harbor described in the Notice, including, without limitation, the requirement that each Unit Holder shall prepare and file all federal income tax returns reporting the income tax effects of each Safe Harbor Membership Interest issued by the Company in a manner consistent with the requirements of the Notice.

The Company and any Unit Holder may pursue any and all rights and remedies it may have to enforce the obligations of the Company and the Unit Holder in the Company (as applicable) under **Section (d)(viii)**, including, without limitation, seeking specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of **Section (d)(viii)**. The obligations of a Unit Holder to comply with the requirements of this **Section (d)(viii)** shall survive the cessation of such Unit Holder being a holder of a membership interest in the Company and/or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this **Section (d)(viii)**, the Company shall be treated as continuing in existence.

Each Unit Holder authorizes the Class A Members to amend **Section (d)(viii)** to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Company transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the Notice (*e.g.*, to reflect changes from the rules set

forth in the Notice in subsequent Internal Revenue Service guidance), provided that such amendment is not materially adverse to such Unit Holder (as compared with the after-tax consequences that would result if the provisions of the Notice applied to all interests in the Company transferred to a service provider by the Company in connection with services provided to the Company).

(ix) If and to the extent that any Unit Holder is deemed to recognize any item of income, gain, deduction or loss as a result of any transaction between such Unit Holder and the Company pursuant to Sections 83, 482, or 7872 of the Code or any similar provision now or hereafter in effect, the Class A Members shall use their reasonable best efforts to allocate any corresponding Net Profit or Net Loss of the Company to the Unit Holder who recognizes such item in order to reflect the Unit Holders' economic interest in the Company.

(e) Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any asset is adjusted pursuant to the provisions of this **Appendix "B"** hereof dealing with the definition of Gross Asset Value, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Class A Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this **Section (e)** are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken. into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

EXHIBIT "C"

GOOD STANDING CERTIFICATE

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, BRENDAN C. HUGHES, Acting Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	101 NORTH SALINA ST, LLC
DOS ID Number:	5068595
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Entity Status:	EXISTING
Date of Initial Filing with DOS:	01/17/2017
Statement Status:	CURRENT
Statement Due Date:	01/31/2023

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	ARTICLES OF ORGANIZATION
Date of Filing:	01/17/2017
Entity Name:	101 NORTH SALINA ST, LLC

Document Type:	CERTIFICATE OF PUBLICATION
Date of Filing:	04/17/2017

Document Type:	BIENNIAL STATEMENT
Date of Filing:	02/05/2020
Effective Date:	01/01/2019

Document Type: BIENNIAL STATEMENT

Date of Filing: 07/30/2021

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 09, 2021 at 03:54 P.M.

BRENDAN C. HUGHES, Acting Secretary of State

Brendan C. Hughes

Authentication Number: 100000750832 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

EXHIBIT "D"

RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF 101 NORTH SALINA ST MANAGER, LLC ("MANAGER") AUTHORIZING MANAGER TO TAKE CERTAIN ACTIONS RELATING TO TRANSACTIONS BY 101 NORTH SALINA ST, LLC WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

The undersigned, being all of the members of 101 North Salina St Manager, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Manager") do hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for that purpose:

WHEREAS, the Manager is the manager of 101 North Salina St, LLC (the "Company"); and

WHEREAS, the Company intends to undertake a certain project (the "Project") with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the "Company Lease") and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to, a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Manager is the sole manager of the Company; and

WHEREAS, the members of the Manager now desire to authorize the Manager to take all steps necessary or appropriate to authorize the Company to undertake the Project and execute, deliver and perform the Company Documents.

NOW, THEREFORE, the undersigned, being all of the members of the Manager, hereby consent and agree as follows:

1. The Manager is hereby authorized to authorize the Company to undertake the Project and to execute and deliver all documents on behalf of the Company in connection therewith.

2. David C. Nutting, as a member of the Manager, is hereby authorized, in the name and on behalf of the Manager, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Manager as are necessary or appropriate to authorize the Company to undertake and complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Manager, have executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER, LLC

By: _____
David C. Nutting, Member

By: _____
Charles C. Wallace, Jr., Member

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF 101 NORTH SALINA ST MANAGER, LLC ("MANAGER") AUTHORIZING MANAGER TO TAKE CERTAIN ACTIONS RELATING TO TRANSACTIONS BY 101 NORTH SALINA ST, LLC WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

The undersigned, being all of the members of 101 North Salina St Manager, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Manager") do hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for that purpose:

WHEREAS, the Manager is the manager of 101 North Salina St, LLC (the "Company"); and

WHEREAS, the Company intends to undertake a certain project (the "Project") with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the "Company Lease") and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to, a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Manager is the sole manager of the Company; and

WHEREAS, the members of the Manager now desire to authorize the Manager to take all steps necessary or appropriate to authorize the Company to undertake the Project and execute, deliver and perform the Company Documents.

NOW, THEREFORE, the undersigned, being all of the members of the Manager, hereby consent and agree as follows:

1. The Manager is hereby authorized to authorize the Company to undertake the Project and to execute and deliver all documents on behalf of the Company in connection therewith.

2. David C. Nutting, as a member of the Manager, is hereby authorized, in the name and on behalf of the Manager, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Manager as are necessary or appropriate to authorize the Company to undertake and complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Manager, have executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER, LLC

By: _____
David C. Nutting, Member

By: _____
Charles C. Wallace, Jr., Member

WRITTEN CONSENT OF THE MANAGER OF 101 NORTH SALINA ST, LLC AUTHORIZING CERTAIN TRANSACTIONS WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

WHEREAS, 101 North Salina St, LLC (the "Company") intends to undertake a certain project (the "Project") with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the "Company Lease") and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Company's Manager now desires to authorize the Project and the execution, delivery and performance of the Company Documents.

NOW, THEREFORE, the undersigned, being the Manager of the Company, hereby consents and agrees as follows:

1. The Company is hereby authorized to undertake the Project.

2. The Manager of the Company is hereby authorized, in the name and on behalf of the Company, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Company, as are necessary or appropriate to complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.

3. The Manager hereby affirms all prior action taken by the Company with respect to the Project.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the Manager of the Company, has executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER, LLC

By: _____
David C. Nutting, Member

WRITTEN CONSENT OF THE MANAGER OF 101 NORTH SALINA ST, LLC AUTHORIZING CERTAIN TRANSACTIONS WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

WHEREAS, 101 North Salina St, LLC (the "Company") intends to undertake a certain project (the "Project") with the City of Syracuse Industrial Development Agency (the "Agency"), pursuant to which the Company, as agent of the Agency, will acquire, construct and install certain improvements to the two-story approximately 178,303 sq. ft. building (the "Building") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") including (i) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "Facility"); and (ii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and

WHEREAS, in connection with the Project, the Company has requested and the Agency has authorized certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement (the "Company Lease") and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Company's Manager now desires to authorize the Project and the execution, delivery and performance of the Company Documents.

NOW, THEREFORE, the undersigned, being the Manager of the Company, hereby consents and agrees as follows:

1. The Company is hereby authorized to undertake the Project.

2. The Manager of the Company is hereby authorized, in the name and on behalf of the Company, to negotiate, execute, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Company, as are necessary or appropriate to complete the Project and obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.

3. The Manager hereby affirms all prior action taken by the Company with respect to the Project.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the Manager of the Company, has executed this Written Consent, to be effective as of the date set forth below.

Dated: December 15, 2021

101 NORTH SALINA ST MANAGER, LLC

By: _____
David C. Nutting, Member

EXHIBIT "E"

LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

101 North Salina St,LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company	101 North Salina St, LLC					General Contractor	VIP Structures, Inc.				
Representative for Contract Bids and Awards	Chuck Wallace Charlie Wallace					Contact	Lindsay Shapero Jennifer Mullane				
Address	One Websters' Landing					Address	One Websters' Landing				
City	Syracuse	ST	NY	Zip	13202	City	Syracuse	ST	NY	Zip	13202
Phone	315-744-0714	Fax	---			Phone	315-471-5338	Fax	---		
Email	chuck.wallace@vipstructures.com cwallace@vipstructures.com					Email	lshapero@vipstructures.com jmullane@vipstructures.com				
Project Address	101 North Salina Street					Construction Start Date	August 2021				
City	Syracuse	ST	NY	Zip	13202	Occupancy Date	April 2022 and October 2022				

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition			
Foundation and footings			
Building			
Masonry			
Metals			
Wood/casework			
Thermal/moisture proof			
Doors, windows, glazing		SEE ATTACHED	
Finishes			
Electrical			
HVAC			
Plumbing			
Specialties			
Machinery & Equipment			
Furniture and Fixtures			
Utilities			
Paving			
Landscaping			
Other (identify)			

Date: December 14, 2021 **Company:** 101 North Salina St, LLC

Signature: _____ **Name:** David C. Nutting

City of Syracuse Local Access Agreement			
Item	Estimated Value	Bid Date	Contact
Sitework/Demolition	$ 707,337.90	June/July 2021	Lan-Co Companies - Tony Lupia ERSI - Russ Pryor Burrns Bros - Eric Austin abj - Ken Mezger Phoenix Electric - Brian Newman
Foundation and Footings	$ -	June/July 2021	n/a
Building	$ -	June/July 2021	n/a
Masonry	$ 75,375.00	June/July 2021	PJ Byrne - Sean Byrne
Metals	$ 67,620.00	June/July 2021	Raulli & Sons - Henry Wood
Wood/Casework	$ 63,954.30	June/July 2021	Artistry in Wood - Ed Boland
Thermal/Moisture Proof	$ 498,000.00	June/July 2021	Apple Roofing - Brian Otis
Doors, Windows, Glazing	$ 739,925.00	June/July 2021	Bon-Ton Glass - Mark Scalise DFH Supply - Dave Salvatore
Finishes	$ 884,325.00	June/July 2021	Ron Wright - Shayn Bready KSP Painting - Jeff Pisciarino Flooring Solutions - Rob West The Effect Group - Mike Blowers
Electrical	$ 1,175,222.00	June/July 2021	Phoenix Electric - Brian Newman Chimera - Casey White
HVAC	$ 1,413,229.00	June/July 2021	Century Heating - Jason Iorio
Plumbing	$ 263,480.00	June/July 2021	NJ Jones - NaDonte Jones abj Fire Protection - Ken Mezger Burns Bros - Eric Austin
Specialties	$ 2,530.00	June/July 2021	Draperies, Inc. - Courtney Clare
Machinery & Equipment	$ 15,862.00	June/July 2021	Accessibility Solutions - Christine Smith
Furniture & Fixtures	$ -	June/July 2021	n/a
Utilities	$ 468,974.00	June/July 2021	Hoefler Communications - Joanne Hoefler Syracuse Utilities - Shawn Scorzelli National Grid
Paving	$ -	June/July 2021	
Landscaping	$ -	June/July 2021	
Other (Identify): Tenant Buildouts	$ -	June/July 2021	
Total:	$ 6,375,834.20		
Updated: December 14, 2021			

GENERAL CERTIFICATE OF

101 NORTH SALINA ST, LLC

This certificate is made in connection with the execution by 101 North Salina St, LLC, a New York State limited liability company (the "***Company***") of the Amended and Restated Project Agreement, Amended and Restated Company Lease, the Amended and Restated Agency Lease, the Mortgage, the Amended and Restated Environmental Compliance and Indemnification Agreement, the Amended and Restated PILOT Agreement and any other document now or hereafter executed by the Company in connection with the City of Syracuse Industrial Development Agency (the "***Agency***") agreeing, at the Company's request, to undertake a second phase of a project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

The Company acknowledges that the Agency previously, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by the Building located on the Land; (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial

assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Phase 1 Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement.

For purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be collectively referred to as the ***"Financial Assistance"***.

The Project Facility is owned by the Company. The Company will continue to lease the Land, the Facility to the Agency pursuant to an Amended and Restated Company Lease Agreement dated as of May 1, 2025 (the "***Company Lease***") and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of May 1, 2025 (the "***Bill of Sale***") and the Agency will sublease the Project Facility back to the Company pursuant to an Amended and Restated Agency Lease Agreement dated as of May 1, 2025 (the "***Agency Lease***").

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Lease, except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

The undersigned does hereby certify as follows:

1. Attached hereto as **Exhibit "A"** is a true, correct and complete copy of the Articles of Organization of the Company and any amendments thereto filed with the New York State Secretary of State with proof of publication thereof attached thereto, which Certificate (including any amendments) are in full force and effect on the date hereof.

2. Attached hereto as **Exhibit "B"** is a true, correct and complete copy of the Company's Operating Agreement, and any amendments thereto, and such Operating Agreement, as may have been amended, is in full force and effect on the date hereof.

3. The Company is, and at all times will be, a limited liability company, duly organized, validly existing and in good standing under the laws of New York State and authorized and licensed under the laws of New York State to transact business as a limited liability company for the purpose of owning and operating the Project Facility in New York State. Attached hereto

as **Exhibit "C"** is a true and correct copy of a Certificate of Good Standing of the Company issued by the New York State Secretary of State.

4. The Company has full legal right, power and authority to execute and deliver the Company Documents and to consummate the transactions on the part of the Company contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by the Managing Manager on behalf of the Company and are in full force and effect as of the date hereof. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the authorizing resolution of the Company (the "***Resolution***") in respect of the execution, delivery and performance of the Company Documents.

5. The Company understands and agrees that, unless a written waiver is first obtained from the Agency, the Company and its Additional Agents shall utilize local labor, contractors and suppliers for the construction, renovation, reconstruction and equipping of the Project Facility. The term "***local***" shall mean Onondaga, Oswego, Madison, Cayuga, Oneida and Cortland Counties. The Company further understands and agrees that failure to comply with these local labor requirements may result in the revocation or recapture of benefits provided/approved to the Project by the Agency. In furtherance thereof, Appendix I to the Agency's Application entitled "Local Access Agreement" has been completed and is attached hereto as **Exhibit "E"**.

6. The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company's efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company.

7. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency, commission or body having jurisdiction which are required on behalf of the Company or for the execution and delivery by the Company of the Company Documents or the consummation on the part of the Company of the transactions contemplated thereby have been obtained.

8. After performing due diligence, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity (before or by any court, agency, arbitrator, public board or body or other entity or person) pending or threatened against or affecting the Company or, to the knowledge of the Company, any basis therefor: (i) in any way affecting the organization, existence or good standing of the Company; (ii) contesting or materially affecting the validity or enforceability of the Company Documents; (iii) contesting the powers of the Company or its authority with respect to the Company Documents; (iv) contesting the authority of the Company to act on behalf of the Company or the authority of the representatives of the Company to act on behalf of the Company; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of the Company; or (B) the consummation on the part of the Company of the transactions contemplated by any Company Documents.

9. The execution and delivery by the Company of the Company Documents and the consummation by the Company of the transactions contemplated thereby are not prohibited by, do not violate any provision of, and will not result in a breach of or default under: (i) the organizational documents of the Company; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which the Company is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which the Company is a party or by which the Company or its properties is bound.

10. All information concerning the Project Facility and the Company submitted to the Agency and any Mortgagee by the Company is true and correct in all material respects and does not omit to state a material fact necessary to make the statements therein not misleading.

11. Assuming the valid authorization, execution and delivery of the Agency Lease and the other Company Documents by the other parties thereto, the Agency Lease and the other Company Documents are the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity. No default by the Company or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Company Documents has occurred or is continuing and no event has occurred which, with the giving of notice or passage of time or both, would be such an event of default. The Company has duly authorized the taking of and has taken all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

12. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of the Company, conflict with any zoning or similar ordinance applicable to the Project. To the best of the Company's knowledge, the Project conforms to all material environmental regulations.

13. There is no Event of Default or default on the part of the Company under the Original Company Documents and/or Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement or any other Company Document, and no event has occurred and is continuing which, after notice or passage of time or both, would give rise to a default under any thereof.

14. The Amended and Restated Project Agreement, the Amended and Restated Company Lease, the Amended and Restated Agency Lease, the Mortgage, the Amended and Restated PILOT Agreement, the Amended and Restated Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and the Company has not assigned or pledged any of its rights under these documents.

15. The Company restates and affirms all of the obligations, representations and covenants in the Agency Lease and the Amended and Restated Project Agreement and incorporates same herein by reference as if fully set forth herein.

16. The authorized representatives of the Company who, pursuant to the Resolution, are authorized to execute the Company Documents and the office held by each person are as set forth below. The signature set opposite the name of such officer, if any, is a genuine specimen of such officer's signature:

Name	Signature	Office/Title
David C. Nutting	_____	Member of 101 North Salina St Manager, LLC, the Manager of 101 North Salina St, LLC

17. The Company represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. The Company represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease to obtain worker's compensation insurance and provide proof of same to the Agency.

IN WITNESS WHEREOF, I have set my hand and signature as officer of the Company as of May 1, 2025.

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC
Its: Manager

By: _____
David C. Nutting, Member

EXHIBIT "A"

ARTICLES OF ORGANIZATION

ARTICLES OF ORGANIZATION
OF
101 North Salina St, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

101 North Salina St, LLC

SECOND: The county, within this state, in which the office of the limited liability company is to be located is ONONDAGA.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

101 North Salina St, LLC
One Websters Landing
Syracuse, NY 13202

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Tatia Campbell, Organizer (signature)

Tatia Campbell , ORGANIZER
One Websters Landing
Syracuse, NY 13202

Filed by:
Tatia Campbell
One Websters Landing
Syracuse, NY 13202

FILED WITH THE NYS DEPARTMENT OF STATE ON: 01/17/2017
FILE NUMBER: 170117010189; DOS ID: 5068595

NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF PUBLICATION OF

101 North Salina St, LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

The undersigned is the *(Check appropriate box)* ☐ Member ☐ Manager ☒ Authorized Person

of 101 North Salina St, LLC.

(Name of Domestic Limited Liability Company)

If the name of the limited liability company has changed, the name under which it was organized is: _____.

The articles of organization were filed by the Department of State on: January 17, 2017.

The published notices described in the annexed affidavits of publication contain all of the information required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Limited Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

March 28, 2017
(Date)

x Tatia Campbell
(Signature)

Tatia Campbell, Organizer
(Type or Print Name)

CERTIFICATE OF PUBLICATION
OF

101 North Salina St, LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

Filed By: Tatia Campbell
(Name)

One Webster's Landing
(Mailing Address)

Syracuse, NY 13202
(City, State and Zip Code)

NOTES:

1. The name of the limited liability company and the date of filing of the articles of organization must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State for filing a certificate of publication for a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a **$50** filing fee payable to the Department of State.

(For office use only)

Attach this page after the affidavits of publication.

MAR 23 2017

Affidavit of Publication
Under Section #206
of the Limited Liability Company Law

State of New York
County of Onondaga }SS.:

The undersigned is the authorized designee of COMMUNITY MEDIA GROUP, LLC the publisher of EAGLE BULLETIN a weekly newspaper published in Manlius, New York. A notice regarding 101 NORTH SALINA ST, LLC was published in said newspaper once in each week for six successive weeks, commencing on 01/25/2017 and ending on 03/01/2017.
The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by clerk of Onondaga County for this purpose.

01/25/2017 02/01/2017 02/08/2017 02/15/2017
02/22/2017 03/01/2017

Signature: Shannon Christian
By: Shannon Christian, Authorized Designee of David Tyler
COMMUNITY MEDIA GROUP, LLC

Sworn to before me this 2nd day of March , 2017

Notary Public Gayle Alexander

Gayle M. Alexander
Notary Public, State of New York
No. 01AL4977709
Qualified in Essex County

Commission expires: 02/11/2019
141902

MAR 2 3 2017

Ad text : NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC") Articles of Organization was filed with NY Secretary of State ("NYSOS") on January 17, 2017, pursuant to LLC Law Section 203. Office location: Onondaga County. NYSOS is designated as service of process agent for LLC. NYSOS shall mail copy of process served to: One Webster's Landing, Syracuse, NY 13202. Purpose: any lawful activities.
EB-140902

The Post-Standard

LEGAL AFFIDAVIT

INV#: 0008011001

syracuse.
MEDIA GROUP

syracuse.com | THE POST-STANDARD

VIP STRUCTURES
ONE WEBSTERS LNDG
SYRACUSE, NY 13202

Name: VIP STRUCTURES

Sales Rep: Pamela Gallagher

Account Number:48725

INV#: 0008011001

Date	Position	Description	P.O. Number	Ad Size
02/23/2017	Other Legals NY	NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC")	101 North Salina St, LI	1 x 19.00 CL

Under Section 206 of the Limited Liability Company Law of New York, County of Onondaga, ss: The undersigned is publisher of The Post-Standard, a daily newspaper published in Syracuse, New York. A notice regarding: 101 North Salina St, LLC was published in said newspaper once in each week for six successive weeks, commencing on 1/19/2017 and ending on 2/23/2017. The text of the notice as published in said newspaper is as set forth below or in the annexed exhibit. This newspaper has been designated by the Clerk of Onondaga County for this purpose.

Post-Standard 01/19/2017, 01/26/2017, 02/02/2017, 02/09/2017, 02/16/2017, 02/23/2017

Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 23th day of February 2017

Karen M Miller Bialczak
NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

KAREN M. MILLER BIALCZAK
Notary Public- State of New York
No. 01M16334505
Qualified in Onondaga County
My Commission Expires:
12/21/19

FEB 27 2017

Ad Number:0008011001

Date	Position	Description	P.O. Number	Ad Size
02/23/2017	Other Legals N	NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC")	101 North Salina S	1 x 19.00 CL

NOTICE OF FORMATION of 101 North Salina St, LLC ("LLC") Articles of Organization was filed with NY Secretary of State ("NYSOS") on January 17, 2017, pursuant to LLC Law Section 203. Office location: Onondaga County. NYSOS is designated as service of process agent for LLC. NYSOS shall mail copy of process served to: One Webster's Landing, Syracuse, NY 13202. Purpose: any lawful activities.

FEB 27 2017

EXHIBIT "B"

OPERATING AGREEMENT

THIRD
AMENDED AND RESTATED
OPERATING AGREEMENT
of
101 NORTH SALINA ST, LLC

THE EQUITY INTERESTS REPRESENTED BY MEMBERSHIP UNITS PURSUANT TO THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH MEMBERSHIP UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER THE 1933 ACT AND SUCH LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

TABLE OF CONTENTS

SECTION 1 DEFINED TERMS 1
1.1 DEFINITIONS 1
SECTION 2 THE COMPANY 1
2.1 FORMATION 1
2.2 NAME 1
2.3 PURPOSE 2
2.4 PRINCIPAL PLACE OF BUSINESS 2
2.5 TERM 2
2.6 FILINGS 2
SECTION 3 MEMBERS; CAPITAL CONTRIBUTIONS 2
3.1 MEMBERSHIP UNITS 2
3.2 CLASSES; VOTING RIGHTS 2
3.3 MEMBERS 3
3.4 ADDITIONAL MEMBERS 3
3.5 RETURN OF CAPITAL 4
3.6 INTEREST 4
3.7 LIMITED LIABILITY 4
3.8 LOANS 4
3.9 ADDITIONAL CAPITAL CONTRIBUTIONS 4
SECTION 4 ALLOCATIONS 5
4.1 PROFITS AND LOSSES 5
SECTION 5 DISTRIBUTIONS 5
5.1 NET CASH FROM OPERATIONS 5
5.2 NET CASH FROM A CAPITAL TRANSACTION 6
5.3 AMOUNTS WITHHELD 6
SECTION 6 MANAGEMENT 6
6.1 MANAGER 6
6.2 MANAGER POWERS 6
6.3 RIGHT TO RELY ON MANAGER 9
6.4 DUTIES AND OBLIGATIONS OF THE MANAGER 9
6.5 INDEMNIFICATION 9
6.6 COMPENSATION AND EXPENSES OF THE MANAGER 13
6.7 OPERATING RESTRICTIONS 13
6.8 OFFICERS 13
6.9 MEETINGS OF THE MANAGER 13
SECTION 7 VOTING RIGHTS; MEETINGS; COVENANTS 14
7.1 VOTES 14
7.2 MEETINGS OF THE MEMBERS 14
7.3 WITHDRAWAL 15
7.4 PARTITION 15
7.5 OTHER INSTRUMENTS 15
SECTION 8 BOOKS AND RECORDS 15
8.1 BOOKS AND RECORDS 15
SECTION 9 AMENDMENTS 15

9.1 AMENDMENTS 15
SECTION 10 TRANSFERS OF MEMBERSHIP UNITS; CO-SALE RIGHTS; SALE OF COMPANY 16
10.1 RESTRICTION ON TRANSFERS 16
10.2 PERMITTED TRANSFERS 16
10.3 CONDITIONS TO TRANSFERS 16
10.4 PROHIBITED TRANSFERS 17
10.5 ADVERSE ACT 17
10.6 PURCHASE PRICE 17
10.7 PAYMENT OF PURCHASE PRICE 18
10.8 TRANSFER DOCUMENTS 18
10.9 RIGHTS OF UNADMITTED ASSIGNEES 18
10.10 ADMISSION OF ASSIGNEES AS MEMBERS 19
10.11 LEGEND 19
10.12 DISTRIBUTIONS AND ALLOCATIONS IN RESPECT TO TRANSFERRED MEMBERSHIP UNITS 20
10.13 SALE OF THE COMPANY; ALLOCATION OF SALE PROCEEDS 20
SECTION 11 DISSOLUTION AND WINDING UP 20
11.1 DISSOLUTION 20
11.2 WINDING UP 20
11.3 COMPLIANCE WITH TIMING REQUIREMENTS OF REGULATIONS 21
11.4 ESTABLISHMENT OF TRUST 22
11.5 RIGHTS OF UNIT HOLDERS 22
SECTION 12 REPRESENTATIONS AND WARRANTIES 22
12.1 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS 22
12.2 EFFECT OF BREACH 23
SECTION 13 MISCELLANEOUS 24
13.1 NOTICES 24
13.2 BINDING EFFECT 24
13.3 CONSTRUCTION 24
13.4 HEADINGS 24
13.5 SEVERABILITY 24
13.6 INCORPORATION BY REFERENCE 24
13.7 ADDITIONAL DOCUMENTS 24
13.8 VARIATION OF PRONOUNS 24
13.9 NEW YORK LAW 25
13.10 COUNTERPART EXECUTION; SIGNATURES 25
13.11 SPECIFIC PERFORMANCE 25
13.12 WAIVER OF JURY TRIAL 25
13.13 ENTIRE AGREEMENT 25
APPENDIX "A" 29
APPENDIX "B" 38

THIRD
AMENDED AND RESTATED
OPERATING AGREEMENT
of
101 NORTH SALINA ST, LLC

THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT is entered into and shall be effective as of the ___ day of May, 2025 by and among **101 NORTH SALINA ST MANAGER, LLC**, a New York limited liability company with an address at 101 North Salina Street, Suite 100, Syracuse, New York 13202 (the **"Manager"**), and each and all of the individuals and entities listed on **Exhibit "A"** annexed hereto (each individually a **"Member"** and collectively, the **"Members"**) with respect to **101 NORTH SALINA ST, LLC**, a New York limited liability company (the **"Company"**).

WHEREAS, the Company was previously formed pursuant to the provisions of the Act; and

WHEREAS, the affairs of the Company are currently governed by that certain Second Amended and Restated Operating Agreement of the Company dated as of September 2, 2021, as amended on November 21, 2022 (the **"Existing Agreement"**); and

WHEREAS, the parties desire to completely amend and restate the Existing Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend and restate the Existing Agreement to read in its entirety as follows:

SECTION 1
DEFINED TERMS

1.1 DEFINITIONS. The defined terms used in this Agreement (as indicated by the first letter of each word in the term being capitalized) shall, unless the context clearly requires otherwise, have the meanings specified in **Appendix "A"** and **Appendix "B"** at the end of this Agreement.

SECTION 2
THE COMPANY

2.1 CONTINUATION. The parties hereby agree to continue the Company pursuant to the provisions of the Act and upon the terms and conditions of this Agreement.

2.2 NAME. The name of the Company shall continue to be 101 North Salina St, LLC, a New York limited liability company, and all business of the Company shall be conducted in such name. The Manager may change the name of the Company at any time and from time to time. The Manager shall give notice of such change to the Members as soon thereafter as is practicable; provided, however, that the failure to give such notice shall not affect the validity of such change. The Company shall hold all of its assets and Property in the name of the Company and not in the

name of any Member. The Company may conduct business under an assumed name by filing an assumed name certificate where required in the manner prescribed by applicable law.

2.3 PURPOSE. The purpose of the Company is to, directly or indirectly, acquire, own, hold, operate, lease, finance, sell, dispose of (however designated), improve, renovate and otherwise deal with the Project, and to take all actions reasonably necessary to hold, improve, entitle, maintain and sell such Project. The Company shall engage in no other business. The Company shall have the power and authority to enter into all transactions which are provided for in this Agreement and as may be necessary or incidental to accomplish or implement the purposes of the Company, including such powers as may be authorized by this Agreement or permitted under the Act, but in all events consistent with the terms, conditions and restrictions set forth in this Agreement. In no event shall the Company engage in any activity which is proscribed by the laws of the State of New York.

2.4 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Company shall be 101 North Salina Street, Suite 100, Syracuse, New York 13202. The Manager may change the principal place of business of the Company at any time and from time to time. The Manager shall give notice of any such change to the Members as soon thereafter as is practicable; provided, however, that the failure to give such notice shall not affect the validity of such change.

2.5 TERM. The term of the Company shall be perpetual unless the Company is dissolved earlier as set forth in this Agreement.

2.6 FILINGS.

(a) The Articles of the Company have been filed in the office of the Secretary of State of the State of New York in accordance with the provisions of the Act. The Class A Members shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of New York. The Class A Members shall cause amendments to the Articles to be filed whenever required by the Act. Such amendments may be executed by any Class A Member or by any Person duly authorized by the Class A Members to authorize such amendments.

(b) The Manager shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other states or jurisdictions in which the Company engages in business.

SECTION 3
MEMBERS; CAPITAL CONTRIBUTIONS

3.1 MEMBERSHIP UNITS. The ownership of the Company shall hereafter be represented by Membership Units. The number of Membership Units the Company is authorized to issue is One Hundred Forty Seven and One-Half (147.5). The Manager may, at any time and from time to time, increase the number of authorized Membership Units.

3.2 CLASSES; VOTING RIGHTS. The Company shall consist of three (3) classes of Members (each a **"Class"** and collectively, the **"Classes"**): Class A Members, Class B Members, and Preferred Members. Class A Members shall consist of Members holding Class A Units, Class B Members shall consist of Members holding Class B Units, and Preferred Members shall consist of the Members holding Preferred Units. Of the currently authorized One Hundred Forty Seven and One-Half (147.5) Membership Units, ten (10) have been designated as Class A Units, one

hundred twenty (120) have been designated as Class B Units, and seventeen and one-half (17.5) have been designated as Preferred Units. In the event any additional Membership Units are authorized, the Manager shall designate the Class of such Membership Units. Except as specifically set forth herein, the Class B Units and the Preferred Units shall not have any voting rights other than those non-waivable voting rights, if any, that are expressly provided to holders of such Membership Units under the Act. Members holding Class A Units shall exercise all voting rights set forth in this Agreement and provided under the Act and any other applicable law.

3.3 MEMBERS.

(a) The name and address of the Class A Member, which has previously been admitted as a Member of the Company, is as set forth on **Exhibit "A"** hereto. The Class A Member shall not be required to make additional Capital Contributions in connection with the execution of this Agreement. The Class A Member has previously been issued ten (10) Class A Membership Units. The Class A Units are intended to qualify as "profits interests" within the meaning of Internal Revenue Service Revenue Procedures 93-27 and 2001-43, Internal Revenue Service Notice 2005-43 and any future Internal Revenue Service guidance. It is the intent of the parties that if immediately after a Class A Unit Holder is admitted as a Member the Company sells all of its assets, pays its liabilities and liquidates, such Class A Unit Holder's share of the remaining liquidation proceeds would be zero.

(b) The names and addresses of the existing Class B Members, which have previously been admitted as Class B Members of the Company (the **"Existing Class B Members"**), and the number of Class B Units previously issued to the Existing Class B Members are on file at the offices of the Company. The Existing Class B Members shall not be required to make additional Capital Contributions in connection with the execution of this Agreement. The Manager is initially authorized to issue up to an additional sixty (60) Class B Units in return for a Capital Contribution of $100,000 per Class B Unit. Each Class B Member acquiring such additional Class B Units (each an **"Acquiring Class B Member"**) shall be admitted as a Member when: (i) such Person executes and delivers to the Company a fully completed Subscription Agreement, in such form presented to such Class B Member by the Company; (ii) such Person executes and delivers to the Company a signature page to this Agreement; (iii) the Company accepts the Subscription Agreement by delivering an executed counterpart to the Acquiring Class B Member; and (iv) such Person makes the required Capital Contribution. The Manager shall have the right to offer the Class B Units from time to time over a period of years as the Manager determines that additional capital may be required by the Company. The Manager is authorized to issue fractional Units. The names, addresses and the number of Class B Units issued to each Acquiring Class B Member will be kept on file at the offices of the Company.

(c) The name and address of the Preferred Member is as set forth on **Exhibit "A"** hereto. The Preferred Member has previously been admitted to the Company as the Preferred Member. The Preferred Member has made a Capital Contribution of One Hundred Thousand and 00/100 Dollars ($100,000) for each Preferred Unit issued for a total Capital Contribution of One Million Seven Hundred Fifty Thousand and 00/100 Dollars ($1,750,000).

3.4 ADDITIONAL MEMBERS. The Manager shall have the authority, exercisable at any time and from time to time, to admit additional Members (the **"Additional Members"**) to the Company on such terms and conditions as the Manager, in its sole discretion, shall deem appropriate, including but not limited to granting the Additional Member priorities to cash flow which are

superior to the right to share in cash flow by the then current Members. In connection with any such admission, the Manager shall have the authority, in its sole discretion, to determine: (i) the number of Membership Units that each such Additional Member will receive; (ii) the consideration, if any, to be paid therefor; and (iii) the Class to which such Additional Member shall be assigned (which shall include the ability to create a new Class of Membership Units to be issued to the Additional Member). In no way limiting the foregoing, the Manager shall have the ability, within its sole discretion, to issue a new Class of Membership Units to a new investor member who agrees to contribute additional capital to the Company and pay a priority return on such capital contributed. Upon the issuance of any additional Membership Units and/or the admission of any Additional Members, this Agreement and the Exhibits hereto shall be amended as required and as determined by the Class A Members.

3.5 RETURN OF CAPITAL. Except as otherwise provided in this Agreement, no Unit Holder shall be entitled to have his Capital Contribution returned to him. Under circumstances requiring a return of any Capital Contributions, no Unit Holder shall have the right to receive Property other than cash except as may be specifically provided herein.

3.6 INTEREST. No Unit Holder shall receive any interest, salary or drawing with respect to his Capital Contribution or his Capital Account or for services rendered on behalf of the Company or otherwise in his capacity as a Unit Holder, except as otherwise provided in this Agreement.

3.7 LIMITED LIABILITY. The Members shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as otherwise provided by applicable state law or this Agreement, a Unit Holder shall not be required to lend any funds to the Company or to make any additional Capital Contributions to the Company. The Manager shall not have any personal liability for the repayment of any Capital Contributions of the Unit Holders; provided, however, nothing in this **Section 3.7** shall be deemed to relieve the Manager of any liability resulting from the Manager's bad faith, intentional misconduct, knowing violation of law or breach of any fiduciary duty.

3.8 LOANS. Any Unit Holder or any Affiliate of a Unit Holder may, with the approval of the Manager, lend or advance money to the Company. If any Unit Holder or Affiliate thereof shall make any loan to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall instead be a debt due from the Company. The amount of any such loan or advance shall be repayable out of the Company's cash and shall have priority over any distributions made pursuant to **Section 5** hereof. All such loans or advances shall bear interest at an interest rate agreed to by the Manager and the lending Unit Holder; provided, however, that in no event may the interest rate exceed the Insider Loan Rate. Except as otherwise set forth in this Agreement, no Unit Holder shall be obligated to make any loan or advance to the Company.

3.9 ADDITIONAL CAPITAL CONTRIBUTIONS. The Members shall not be required to make any additional Capital Contributions to the Company. In the event the Manager determines that additional capital is required by the Company, the Manager may raise the required funds by offering new interests in the Company (the **"New Interests"**) on such terms and conditions, and at such prices, as Manager may determine. It is specifically recognized and agreed that the New Interests may be entitled to a priority distribution over the existing interests held by the Members. The Manager shall first offer the New Interests (an **"Equity Offering"**) on a pro-rata basis to the then-existing Members. The Manager, in its sole and absolute discretion, may allow an Affiliate of an

existing Member to be a purchaser of a New Interest. If the Equity Offering is over-subscribed by the existing Members, the Manager shall allocate the New Interests pro-rata among the Members who indicated a desire to purchase a New Interest based on a ratio of that amount a Member indicated a desire to purchase over the amount that all Members indicated a desire to purchase. In the event that the Equity Offering is not fully subscribed, the Manager may offer any New Interests not so purchased to a non-Member but only on the same terms and conditions as those offered to the Members. In the event of a sale of an interest pursuant to this **Section 3.9**, the Residual Percentages of the Members shall be diluted on a pro-rata basis. In connection with the sale of a New Interest, the Manager shall have the authority, without the consent of the Members, to admit to the Company as Members those Persons to whom such New Interests are issued and to make any amendments to this Agreement which the Manager determines are necessary or desirable in connection with the sale of the New Interests. The Manager shall have the authority to execute any such amendments on behalf of the Company.

SECTION 4
ALLOCATIONS

4.1 PROFITS AND LOSSES. After giving effect to the special allocations set forth in **Appendix "B"** hereto, Profits and Losses for any fiscal year shall be allocated to the Unit Holders as follows:

(a) Profits shall be allocated to the Unit Holders so as to reduce, proportionately, the differences between their respective Target Capital Accounts and Preliminary Capital Accounts for such fiscal year. No portion of the Profits for any fiscal year shall be allocated to a Unit Holder whose Preliminary Capital Account is greater than or equal to its Target Capital Account for such fiscal year.

(b) Losses shall be allocated to the Unit Holders so as to reduce, proportionately, the differences between their respective Preliminary Capital Accounts and Target Capital Accounts for such fiscal year. No portion of the Losses for any period shall be allocated to a Unit Holder whose Target Capital Account is greater than or equal to its Preliminary Capital Account for such fiscal year.

SECTION 5
DISTRIBUTIONS

5.1 NET CASH FROM OPERATIONS. Net Cash From Operations shall be distributed at such times and in such amounts as the Manager shall determine to the Unit Holders in the following order and priority:

(a) First, to the Class B Unit Holders and the Preferred Unit Holders (to be divided both between the Classes and within each Class based on the aggregate Unreturned Capital Amount of all Unit Holders in such Class) until the Class B Unit Holders and Preferred Unit Holders receive an amount equal to (i) the cumulative Priority Return from the Accrual Date to the end of the calendar quarter preceding the quarter during which such distribution is made, minus (ii) the sum of all prior distributions to such Unit Holders pursuant to this **Section 5.1(a)**;

(b) Second, until such time, if ever, that each Preferred Unit Holder's Unreturned Capital Amount has been reduced to zero (0), one hundred percent (100%) to the holders of such Units pro rata in proportion to their respective Unreturned Capital Amount; and

(c) The balance, if any, to the Class A Unit Holders and the Class B Unit Holders in proportion to their Residual Percentages.

5.2 NET CASH FROM A CAPITAL TRANSACTION. Net Cash From a Capital Transaction shall be distributed at such times and in such amounts as the Manager shall determine to the Unit Holders in the following order and priority:

(a) First, to the Class B Unit Holders and the Preferred Unit Holders (to be divided both between the Classes and within each Class based on the aggregate Unreturned Capital Amount of all Unit Holders in such Class) until the Class B Unit Holders and Preferred Unit Holders receive an amount equal to (i) the cumulative Priority Return from the Accrual Date to the end of the calendar quarter preceding the quarter during which such distribution is made, minus (ii) the sum of all prior distributions to such Unit Holders pursuant to this **Section 5.2(a)**;

(b) Second, until such time, if ever, that each Preferred Unit Holder's Unreturned Capital Amount has been reduced to zero (0), one hundred percent (100%) to the holders of such Units pro rata in proportion to their respective Unreturned Capital Amount; and

(c) The balance, if any, to the Class A Unit Holders and the Class B Unit Holders in proportion to their Residual Percentages.

5.3 AMOUNTS WITHHELD. All amounts withheld pursuant to the Code or any provision of state or local law with respect to any payment or distributions by the Company to the Unit Holders shall be treated as amounts distributed to the Unit Holders pursuant to this **Section 5** for all purposes under this Agreement. The Class A Members may allocate any such amounts among the Unit Holders in any manner that is in accordance with applicable law.

SECTION 6
MANAGEMENT

6.1 MANAGER.

(a) The management of the Company shall be vested in the Manger designated by the Class A Member. The number of Managers shall be one (1) unless otherwise provided herein. The Manager is 101 North Salina St Manager, LLC. Such entity is hereby appointed as the Manager. The Manager shall serve as the Manager until it resigns, is removed or is otherwise unable or unwilling to serve.

(b) The Manager may be removed at any time, with or without cause, by Majority Vote of the Class A Members. Such removal shall be effective upon delivery of written notice thereof to the Company.

(c) In the event a Manager is removed, resigns or is unwilling or unable to serve as such for any reason, the Class A Members shall, within thirty (30) days by Majority Vote thereof, designate a successor Manager by written notice to the Company. Upon receipt of such notice, **Exhibit "B"** shall be amended to reflect the name and address of such successor Manager.

6.2 MANAGER POWERS. The Manager shall have the sole and exclusive right to manage the business of the Company, to make all decisions regarding those matters and to perform all other acts and activities customary to or incidental to the management of the Company's business, excepting only those acts and things as to which approval by the Members is expressly required by this Agreement or which are required by the Act, to the extent the same cannot be waived by the Act. Without limiting the generality of the foregoing, the Manager shall have all of the rights

and powers which may be possessed by a manager under the Act including, without limitation, the right and power to:

(a) acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) operate, maintain, improve, construct, own or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(c) determine the scope and nature of the renovation of any Property of the Company and make changes thereto;

(d) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, renovation, maintenance and operation of the Project, including, without limitation, a Property Management Agreement and an Asset Management Agreement with VIP Development Associates, Inc., which agreements may provide for property management fees, asset management fees which may include a fee upon the sale of the Project, a fee upon the refinance of any indebtedness secured by the Project and other terms deemed necessary or expedient by the Manager for the business of the Company;

(e) subject to the provisions herein, obtain, contract for and close any financing, including the granting of any mortgages and/or security interests, on such terms and conditions as are appropriate;

(f) prepay in whole or in part, refinance, recast, modify or extend any liabilities affecting the Project and, in connection therewith, execute any extensions or renewals of encumbrances on any or all of such Project;

(g) care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(h) contract on behalf of the Company for the employment and services of employees and independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(i) expend the capital and income of the Company to the extent permitted by this Agreement;

(j) ask for, collect and receive any rents, issues and profits or income from the Property or any part or parts thereof and to disburse Company funds for Company purposes to those persons entitled to receive the same;

(k) engage necessary professional assistance such as architects, accountants, attorneys and the like, which may be Affiliates of the Manager or a Member;

(l) select and engage contractors for the renovation of the Project, which contractors may include Affiliates of the Manager and/or the Class A Member;

(m) purchase from or through others contracts of liability, casualty or other insurance for the protection of any Property of the Company or the affairs of the Company or the Members or for any purpose convenient or beneficial to the Company;

(n) institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on, in behalf of or against the Company or the Members or the Manager in connection with activities arising out of, connected with or incidental to this Agreement and engage counsel or others in connection therewith;

(o) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to any Property of the Company and Manager's liability) necessary, incidental to or in connection with the accomplishment of the purposes of the Company as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

(p) form wholly-owned or majority-owned limited liability companies to acquire additional property on behalf of the Company and enter into operating agreements for such additional limited liability companies (all such wholly or majority-owned limited liability companies being collectively referred to as the **"Subsidiary LLCs"** and singularly as a **"Subsidiary LLC"**); and, subject to any provisions of any loan agreement to which a Subsidiary LLC is subject, elect and remove the managers of any Subsidiary LLC;

(q) manage the business and affairs of any Subsidiary LLC;

(r) guaranty the indebtedness of any Subsidiary LLC;

(s) pledge the assets of the Company as security for any indebtedness of a Subsidiary LLC;

(t) incur any indebtedness, including indebtedness from the Manager or any Affiliate, provided that the interest rate thereon does not exceed the Insider Loan Rate; and

(u) make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law, to adjust the basis of Company Property pursuant to Sections 754, 734(b) and 743(b) of the Code or the comparable provisions of state or local law in connection with transfers of interests in the Company.

The Manager shall designate the "partnership representative" of the Company within the meaning of Section 6223(a) of the Partnership Tax Audit Rules (the **"Partnership Representative"**) and if a Designated Individual is required to be appointed under the Partnership Tax Audit Rules, the Manager shall designate the individual to serve as the Designated Individual. In accordance with the Partnership Tax Audit Rules and to the extent provided therein, the Manager shall have the authority to remove and replace each of the Partnership Representative and the Designated Individual and designate such Person's successor. To the extent the Manager deems necessary, each Member shall take all actions required to cause such designations and removals to be effective under the Partnership Tax Audit Rules. The Partnership Representative shall represent the Company in any disputes, controversies or proceedings with the Internal Revenue Service or with any state or local taxing authority and is hereby authorized to take any and all actions that it is permitted to take when acting in said capacity, including making the election under Section 6226 of the Code to have the Unit Holders take tax adjustments into account on their own tax returns. The Company shall reimburse the Manager for all costs and expenses incurred by it in performing its duties as the Partnership Representative (including legal and accounting fees and expenses). Nothing herein shall be construed to restrict the Company from engaging an accounting firm or a law firm to assist the Partnership Representative in discharging his duties hereunder.

6.3 RIGHT TO RELY ON MANAGER. Any Person dealing with the Company may rely upon a certificate signed by the Manager as to:

(a) the identity of the Manager or any Unit Holder and/or the identity of any individual authorized to represent the Manager;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company;

(c) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Company; or

(d) any act or failure to act by the Company or any other matter whatsoever involving the Company or any Unit Holder.

6.4 DUTIES AND OBLIGATIONS OF THE MANAGER.

(a) The Manager shall take all actions which may be necessary or appropriate: (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New York and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business of the Company, and (ii) for the accomplishment of the Company's purposes, in accordance with the provisions of this Agreement and applicable laws and regulations.

(b) The Manager shall have a fiduciary duty to conduct the affairs of the Company in the best interests of the Company and of the Members, including the safekeeping and use of all of the Property for the exclusive benefit of the Company whether or not in the immediate possession or control of the Manager and shall not employ or permit another to employ property except for the benefit of the Company.

6.5 INDEMNIFICATION.

(a) No Covered Person shall be liable to the Company or its Members for monetary damages for any act or omission in such person's capacity as a Covered Person, except for: (i) acts or omissions which the Covered Person knew at the time of the acts or omissions were clearly in conflict with the interests of the Company; (ii) any transaction from which the Covered Person derived an improper personal benefit; or (iii) acts or omissions occurring prior to the date of this Agreement. If the Act is amended to authorize action further eliminating or limiting the liability of Covered Persons, then the liability of the Covered Persons shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of the governing sections of the Act shall not adversely affect the right or protection of a Covered Person existing immediately before such repeal or modification.

(b) Except as otherwise provided herein, each Covered Person (regardless of such Person's capacity and regardless of whether another Covered Person is entitled to indemnification) shall be indemnified and held harmless by the Company (but only to the extent of the Company's assets), to the fullest extent permitted by law, from all expenses actually incurred by such Covered Person or on such Covered Person's behalf if, by reason of, such Covered Person is, or is threatened to be made, a party to or otherwise involved in any proceeding, regardless of whether arising from any act or omission which constituted the sole, partial or concurrent negligence (whether active or passive) of such Covered Person; provided, that the conduct of such Covered Person in respect of

the matters at issue did not constitute gross negligence or willful misconduct, and in the case of any criminal proceeding, such Covered Person did not have reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Covered Person did not meet the requisite standard of conduct set forth in this **Section 6.5(b)**. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that an indemnitee acted in a manner contrary to that specified in this **Section 6.5(b)**.

(c) The Company shall advance all expenses incurred by or on behalf of any Covered Person in connection with the matters under this **Section 6.5** within thirty (30) days after the receipt by the Company of a statement or statements from such indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such proceeding. Such statement or statements shall reasonably evidence the expenses incurred by such Covered Person and shall include or be preceded or accompanied by a written undertaking by or on behalf of such Covered Person to repay any expenses advanced if it shall ultimately be determined that such Covered Person is not entitled to be indemnified against such expenses. Any advances and undertakings to repay pursuant to this **Section 6.5(c)** shall be unsecured and interest free.

(d) To obtain indemnification under this **Section 6.5**, a Covered Person shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to such Covered Person and is reasonably necessary to determine whether and to what extent such indemnitee is entitled to indemnification. Notwithstanding the foregoing, any delay or failure by any Covered Person to notify the Company hereunder will not relieve the Company from any liability which it may have to such Covered Person hereunder or otherwise under this **Section 6.5** and any delay or failure in so notifying the Company shall not constitute a waiver by any Covered Person of any rights under this **Section 6.5**. Upon written request by an indemnitee for indemnification, such indemnitee shall be presumed to be entitled to indemnification under this Agreement, and such Covered Person shall be fairly and reasonably entitled to indemnification, unless and only to the extent that a court of competent jurisdiction has determined to the contrary, by a final and non-appealable judgment.

(e) Any Covered Person acting for, on behalf of or in relation to the Company in respect of any transaction, any investment or any business decision or action or otherwise shall be entitled to rely on the provisions of this Agreement and on the advice of counsel, accountants and other professionals that is provided to the Company or such Covered Person, and such Covered Person shall not be liable to the Company or to any Unit Holder for such Covered Person's good faith reliance on this Agreement or such advice. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of any Covered Person otherwise existing at law or in equity to the Company or the Unit Holders, are agreed by the Members to replace, to the fullest extent permitted by law, such duties and liabilities existing at law or in equity of such Covered Person. This **Section 6.5(e)** does not create any duty or liability of a Covered Person that does not otherwise exist at law or in equity.

(f) Each Covered Person may rely in good faith, and shall incur no liability in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by such Covered Person to be genuine, and may rely in good faith on a

certificate signed by an officer, agent or representative of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge.

(g) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ANY COVERED PERSON SHALL BE LIABLE TO THE COMPANY, TO ANY MEMBER OR TO ANY OTHER PERSON BOUND BY THIS AGREEMENT (AS APPLICABLE) FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF USE OR REVENUE OR LOSSES BY REASON OF COST OF CAPITAL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BUSINESS OF THE COMPANY, THE GRANTING OR WITHHOLDING OF ANY APPROVAL REQUIRED HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT OR SIMILAR LAW OR ANY OTHER LEGAL OR EQUITABLE DUTY OR PRINCIPLE, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND EACH COVERED PERSON RELEASES EACH OTHER SUCH PERSON FROM LIABILITY FOR ANY SUCH DAMAGES.

(h) The obligations of the Company to the Covered Persons provided in this Agreement or arising under law are solely the obligations of the Company, and no personal liability whatsoever shall attach to, or be incurred by, any Member or other Covered Person for such obligations, to the fullest extent permitted by law. Where the foregoing provides that no personal liability shall attach to or be incurred by a Covered Person, any claims against or recourse to such Covered Person for or in connection with such liability, whether arising in common law or equity or created by rule of law or otherwise, are expressly released and waived under this Agreement, to the fullest extent permitted by law, as a condition of, and as part of the consideration for, the execution of this Agreement and any related agreement, and the incurring by the Company or such Member of the obligations provided in such agreements.

(i) Nothing in this **Section 6.5** shall be deemed to limit or waive any rights that any Covered Person has for breach of contract under the terms of this Agreement or any other agreement to which it is a party; provided, however, that each Member acknowledges that it is not relying upon any other Member or any of such other Member's Affiliates, or any of such other Member's or such other Member's Affiliates' respective stockholders, partners, members, directors, officers or employees, in making its investment or decision to invest in the Company or in monitoring such investment.

(j) The Company shall indemnify, to the full extent permitted by law, any Covered Person that was or is a party or is threatened to be made a party to any proceeding, by reason of the fact that (i) such Person is or was an Officer of the Company; (ii) such Person, while serving as an Officer of the Company, is or was serving or has agreed to serve at the request of the Company as a director, officer, employee, manager or agent of another company, partnership, limited liability company, joint venture, trust or other enterprise; or (iii) such Person is or was serving or has agreed to serve at the request of the Company as a director, officer or manager of another company, partnership, limited liability company, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted by such Person in such capacity; provided, that the conduct of such Covered Person in respect of the matters at issue did not

constitute gross negligence or willful misconduct, and in the case of any criminal proceeding, such Covered Person did not have reasonable cause to believe that the act or omission was unlawful:

(k) Notwithstanding anything contained herein to the contrary, in no event shall a Covered Person be entitled to indemnification or to be advanced expenses in connection with:

(i) Any proceeding by or in the right of the Company to procure a judgment in its favor, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with such proceeding and any appeal therefrom;

(ii) Any proceeding by or in the right of the Company to procure a judgment in its favor, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by such Covered Person or on such Covered Person's behalf in connection with the defense of such proceeding and any appeal therefrom; or

(iii) Any proceeding (or part thereof) instituted by such Covered Person on his or her own behalf, unless such proceeding (or part thereof) has been authorized by the Manager or the indemnification is pursuant to the last sentence of **Section 6.5(d)** above.

(l) Notwithstanding any other terms of this Agreement, whether expressed or implied, the written consent of each Covered Person is required for any amendment, modification, supplement, restatement or waiver to or of the provisions of this **Section 6.5**.

(m) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which any Covered Person may at any time be entitled under applicable law, the Articles, this Agreement, any other agreement, a vote of equityholders, a resolution of managers or otherwise, of the Company. No amendment, alteration or repeal of this **Section 6.5** or of any provision hereof shall limit or restrict any right of any Covered Person under this Agreement in respect of any action taken or omitted by such indemnitee prior to such amendment, alteration or repeal. To the extent that a change in the Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles and this Agreement, it is the intent of the parties hereto that each Covered Person shall be entitled to pursuant to this **Section 6.5** the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law, in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy. The rights of indemnification provided by this **Section 6.5** shall inure to the benefit of the heirs, executors and administrators of each Covered Person.

(n) The Company may maintain insurance (including directors' and officers' insurance) at its expense to protect each Covered Person, and the Company may maintain such insurance to protect itself and any Covered Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under the Act.

(o) The indemnification provided by this Agreement shall: (i) not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, Majority Vote of the Members or a vote of the Manager, if disinterested, or otherwise, both as to action in official capacities and as to action in another capacity while holding

such office; (ii) continue as to a person who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other Person.

6.6 COMPENSATION AND EXPENSES OF THE MANAGER.

(a) The Manager may charge the Company for any reasonable expenses incurred in connection with the Company business.

(b) Except as otherwise set forth in this Agreement or as may be provided for in any Asset Management Agreement or Property Management Agreement, the Manager shall not receive any fees or other compensation for serving as the Manager. However, the Manager (if the Manager is also a Member) shall be entitled to the distributions and allocations provided for elsewhere in this Agreement.

6.7 OPERATING RESTRICTIONS.

(a) No rebates, kickbacks or reciprocal arrangements may be received or entered into by the Manager, nor may the Manager participate in any business arrangement which would circumvent this Agreement.

(b) Subject to any approval requirements, the signature of the Manager shall be sufficient to convey title to any Property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and the Unit Holders agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same. The Unit Holders further agree that, except as otherwise provided herein, the signature of the Manager shall be sufficient to execute any documents necessary to effectuate any provision of this Agreement.

6.8 OFFICERS. The Manager may, at any time and from time to time, designate one or more Persons as officers of the Company. Such Persons shall have such titles and responsibilities and shall be entitled to such compensation as the Manager shall, in its discretion, determine. Any such Person may be removed by the Manager at any time, with or without cause.

6.9 MEETINGS OF THE MANAGER. The Manager shall not be required to hold regular meetings. Special meetings of the Manager may be called by the Manager. Notice of each such special meeting shall be given to the Manager by telephone, telecopy, telegram, electronic means (*i.e.*, e-mail) or similar method (in each case, notice shall be given at least thirty-six (36) hours before the time of the meeting) or sent by first class mail (in which case, notice shall be given at least five (5) days before the meeting), unless a longer notice period is established by the Manager. Each such notice shall state (i) the time, date, place (which shall be at the principal place of business of the Company unless otherwise agreed to by the Manager) or other means of conducting such meeting and (ii) the purpose of the meeting to be so held. No actions other than those specified in the notice may be considered at any special meeting unless unanimously approved by the Manager. The Manager may waive notice of any meeting in writing before, at, or after such meeting. The attendance of the Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not properly called.

SECTION 7

VOTING RIGHTS; MEETINGS; COVENANTS

7.1 VOTES. Each Member holding Class A Units shall be entitled to cast one (1) vote (or fraction of a vote) for each Membership Unit (or fraction of a Membership Unit) then held by such Class A Member on all matters properly submitted to a vote of the Members. Except as otherwise provided in this Agreement, any action which requires the approval of the Members shall be deemed approved if the action receives a Majority Vote of the Members holding Class A Units. Each Class B Unit Holder hereby acknowledges that he is not entitled to vote on any matters related to the Company and that the right to vote is vested solely in the Members holding Class A Units. Any reference in this Agreement to a vote of the Members is intended to and shall be deemed to mean a vote of solely the Members holding Class A Units.

7.2 MEETINGS OF THE MEMBERS.

(a) The Company shall not be required to hold an annual meeting of the Members. Special meetings of the Members shall be called upon the written request of any Class A Member or Class A Members holding more than ten percent (10%) of the then outstanding Class A Units. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than three (3) business days nor more than thirty (30) days prior to the date of such meeting. Members holding Class A Units may participate in such meeting either in person, by proxy or by means of conference telephone or similar communications equipment by means of which all Persons participating in such meeting can hear each other. Such participation shall constitute presence in person at such meeting. A Class A Member may waive advance notice of such meeting. Whenever the vote or consent of the Class A Members is permitted or required under the Agreement, such vote or consent may be given at a meeting of the Class A Members or may be given in accordance with the procedure prescribed in this **Section 7.2**.

(b) For purposes of determining the Class A Members entitled to vote on, or to vote at, any meeting of the Class A Members or any adjournment thereof, the Class A Members may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) days nor less than ten (10) days before any such meeting.

(c) Each Class A Member may authorize any Person or Persons to act for such Member by proxy on all matters in which such Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing the same.

(d) Each meeting of Members shall be conducted by the Class A Members or such other individual Person as the Class A Members deem appropriate.

(e) Notwithstanding the above, the Company may take any action contemplated under this Agreement without a meeting, without prior notice and without a vote if a consent or consents in writing setting forth the action so taken shall be signed by Class A Members holding not less than the minimum number of Class A Units that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voted. Each such consent shall be dated, be in writing and be delivered to the office of the

Company, its principal place of business or to a Class A Member. Delivery may be made by hand, or by certified or registered mail, return receipt requested.

7.3 WITHDRAWAL. Except as otherwise expressly permitted by this Agreement, each Unit Holder hereby covenants and agrees not to: (i) withdraw or attempt to withdraw from the Company; or (ii) exercise any power under the Act to dissolve the Company.

7.4 PARTITION. Each Unit Holder hereby irrevocably waives any right he may have to maintain any action for partition with respect to any Property of the Company.

7.5 OTHER INSTRUMENTS. Each Unit Holder hereby agrees to execute and deliver to the Company within five (5) days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Class A Members deem necessary, useful or appropriate to comply with any laws, rules or regulations or as may be required by any Institutional Lender.

SECTION 8
BOOKS AND RECORDS

8.1 BOOKS AND RECORDS. The Company shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company and shall maintain all records required to be maintained by the Act. The books of the Company shall be kept using the accounting method as determined by the Manager. Any Member or any Member's designated representative shall have the right, at any reasonable time and at the Member's own expense, to have access to and inspect and copy the contents of such books or records. Notwithstanding the above, the Class A Members may, in their sole discretion, prevent a Member from access to any information the Class A Members reasonably believe is in the nature of trade secrets or any other information the disclosure of which the Class A Members reasonably believe is not in the best interests of the Company or its business or which the Company is required by law or agreement to keep confidential. Within a reasonable period after the end of each Company fiscal year, each Member shall be furnished with an annual report containing a balance sheet as of the end of such fiscal year, statements of income, Members' equity, changes in financial position and cash flow and any necessary tax information for the year then ended. Necessary tax information shall be delivered to each Member as soon as practicable after the end of each Company fiscal year.

SECTION 9
AMENDMENTS

9.1 AMENDMENTS.

(a) Amendments to this Agreement may only be proposed by a Class A Member. Following such proposal, the Class A Members shall submit to the Members a verbatim statement of any proposed amendment. The Class A Members shall seek the written vote of the Class A Members on the proposed amendment or shall call a meeting in accordance with **Section 7.2** hereof to vote thereon and to transact any other business that the Class A Members may deem appropriate. For purposes of obtaining a written vote, the Class A Members may require a response from each Class A Member within a reasonable specified time, but not less than fifteen (15) days. Failure to respond in such time period shall constitute a vote in favor of such amendment.

(b) Notwithstanding **Section 9.1(a)** hereof, this Agreement shall not be amended without the consent of each Member adversely affected if such amendment would: (i) modify the limited liability of a Member; (ii) increase the obligation of any Member to make contributions; (iii) allow the obligation of a Member to make a contribution to be compromised by less than unanimous consent; or (iv) decrease the affirmative vote or consent required for any action set forth herein requiring the vote of the Members.

SECTION 10
TRANSFERS OF MEMBERSHIP UNITS; CO-SALE RIGHTS; SALE OF COMPANY.

10.1 RESTRICTION ON TRANSFERS. Except as otherwise permitted by this Agreement, no Unit Holder shall Transfer all or any portion of his Membership Units without the consent of the Manager. Any Transfer or attempted Transfer by a Member in violation of the preceding sentence shall be null and void and of no effect whatsoever and shall constitute an Adverse Act. Each Member hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members and agrees that the restrictions on Transfer contained herein shall be specifically enforceable. Each Member hereby further agrees to hold the Company and each Member (and each Member's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, any incremental tax liability and attorneys' fees and expenses and costs of enforcing this indemnity) incurred by any such indemnified Persons as a result of a Transfer or any attempted Transfer in violation of this Agreement.

10.2 PERMITTED TRANSFERS. Subject to the conditions and restrictions set forth in **Section 10.3** hereof, a Member may Transfer all or any portion of his Membership Units to any one or more of the following (a **"Permitted Transferee"**): (a) any other Member; (b) any member of the transferor's Family; or (c) any Affiliate of a Member (any such Transfer being referred to in this Agreement as a **"Permitted Transfer"**). A Permitted Transferee shall be admitted as a Member only in accordance with **Section 10.10** hereof.

10.3 CONDITIONS TO TRANSFERS. In the event a Transfer is permitted by the Class A Members, such Transfer (other than pursuant to a Sale of the Company) shall not be effectuated unless and until the following conditions are satisfied:

(a) The transferor (or his personal representative, as the case may be) and the transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate, in the opinion of counsel to the Company, to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this **Section 10**.

(b) The transferor (or his personal representative, as the case may be) and the transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Membership Units Transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns.

(c) The Company shall be reimbursed by the transferor for all reasonable costs and expenses incurred by the Company (including attorneys' fees) in connection with the Transfer.

(d) Either: (i) the Membership Units being Transferred shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws; or (ii) the

transferor (or his personal representative, as the case may be) shall, if requested by the Manager, provide an opinion of counsel, which opinion of counsel shall be satisfactory to the Manager, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

10.4 PROHIBITED TRANSFERS. Any purported Transfer of a Membership Unit that is not permitted hereunder shall be null and void and of no force or effect whatsoever, provided that, if the Company is required to recognize a Transfer that is not permitted hereunder (or if the Company, in its sole discretion, elects to recognize a Transfer that is not permitted hereunder), the Membership Units Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Membership Units, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy the debts, obligations or liabilities for damages that the transferor or transferee of such Membership Units may have to the Company. In the case of a Transfer or attempted Transfer of Membership Units that is not permitted hereunder, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the Members from all cost, liability and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.5 ADVERSE ACT PURCHASE.

(a) Upon the occurrence of an Adverse Act with respect to a Unit Holder (the **"Adverse Unit Holder"**), such Adverse Unit Holder shall automatically be deemed to have offered to sell each and all of his Membership Units to the Company on the terms and conditions contained in this **Section 10.5** and **Sections 10.6** and **10.7** hereof. The Class A Members (exclusive of the Adverse Unit Holder if the Adverse Unit Holder is a Class A Member) shall have ninety (90) days from the determination of the purchase price in accordance with **Section 10.6** hereof during which to accept or reject the deemed offer to sell (the **"Option Period"**). During the Option Period, the Adverse Unit Holder shall cease to have any rights as a Member, and shall not be entitled to vote on any matters to be determined by the Members. The Membership Units of the Adverse Unit Holder shall be excluded in determining whether a particular quorum requirement has been satisfied or whether the requisite approval of an action or decision has been obtained. In the event the Company fails to exercise its right to purchase the Adverse Unit Holder's Membership Units within the Option Period, the specific event giving rise to the Company's right of election shall be deemed not to have occurred, the Adverse Unit Holder shall thereafter have all of the rights of a Member and the Adverse Unit Holder shall be entitled to his allocable share of distributions during the Option Period.

(b) In the event the Company exercises its right to purchase the Adverse Unit Holder's Membership Units, the closing of the purchase and sale shall occur at such time and place as determined by the Class A Members; provided, however, in no event shall the closing take place later than one hundred twenty (120) days from the date the Company exercises its option to purchase the Adverse Unit Holder's Membership Units.

10.6 PURCHASE PRICE. For purposes of this **Section 10**, the purchase price shall be determined by multiplying the number of Membership Units being sold by the Net Equity Per Membership Unit as of the Valuation Date.

10.7 PAYMENT OF PURCHASE PRICE. In the event of the purchase of Membership Units pursuant to **Section 10.5** hereof, the purchase price shall be paid as follows:

(a) There shall be paid in cash at the closing an amount equal to ten percent (10%) of the purchase price; and

(b) The balance of the purchase price shall be evidenced by a promissory note from the Company (the **"Purchase Note"**). The Purchase Note shall bear interest at the Prime Rate in effect on the closing date and shall be paid in twenty (20) equal quarterly installments of principal and interest on an amortized basis. The first installment on the Purchase Note shall be due and payable on the first (1st) day of the fourth (4th) month following the month during which the closing occurs (together with interest from the date of the closing to the first (1st) day of the month following the month during which the closing occurs). The Purchase Note shall permit the prepayment thereof, either in whole or in part, at any time or from time to time, without penalty. The Purchase Note shall contain a provision requiring the mandatory prepayment of the entire amount due thereunder upon the sale by the Company of all or substantially all of its assets or upon such time as the Members immediately after the purchase and/or their Affiliates collectively own less than fifty percent (50%) of the Membership Units owned by all Members. If required by any Institutional Lender with which the Company does business on the date of the closing, the Purchase Note shall be subordinate to any existing indebtedness due and owing to such Institutional Lender and the Unit Holder's personal representative shall execute any documentation reasonably requested to evidence such subordination including, without limitation, an inter-creditor agreement. Payment of the Purchase Note shall be solely the responsibility of the Company. The selling Unit Holder or the selling Unit Holder's personal representative (as the case may be) shall have no recourse with respect to the Purchase Note against any of the remaining Members. Neither the Company nor any of the remaining Members shall be required to give any security for the payment of the Purchase Note.

(c) The Company may offset any amounts due pursuant to this **Section 10.7** against any amounts due the Company by the selling Unit Holder.

10.8 TRANSFER DOCUMENTS. Whenever a Unit Holder shall sell all or any portion of his or her Membership Units to the Company or another Member, the selling Unit Holder and the purchaser shall each execute such documents and instruments as may be necessary or appropriate to confirm the Transfer of the Membership Units.

10.9 RIGHTS OF UNADMITTED ASSIGNEES.

(a) A Person who acquires one or more Membership Units, but who is not admitted as a Member with respect to such Membership Units in accordance with this Agreement, shall be entitled only to allocations and distributions with respect to such Membership Units in accordance with this Agreement (the **"Economic Rights"**), shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to participate in the management of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement (collectively, the **"Non-Economic Rights"**).

(b) In the event of a Transfer of Membership Units to a Person who is not admitted as a Member with respect to such Membership Units, the transferor shall automatically be deemed

to have sold, assigned and conveyed to the Company all of the Non-Economic Rights associated with the Membership Units transferred.

(c) Any Person who is the Assignee of any Membership Units as herein permitted and who is not admitted as a Member with respect to such Membership Units and who desires or who shall be required to make a further assignment of any such Membership Units shall be subject to all of the provisions of this **Section 10** to the same extent and in the same manner as any Unit Holder desiring to make a Transfer of any Membership Units.

10.10 ADMISSION OF ASSIGNEES AS MEMBERS. Subject to the other provisions of this **Section 10**, a Transferee of any Membership Units may be admitted to the Company as a Member with respect to such Membership Units only upon satisfaction of the conditions set forth below:

(a) All of the non-transferring Class A Members consent to such admission, which consent may be given or withheld in the sole and absolute discretion of such Class A Members. If there are no such Class A Members, the Members holding Class B Units (exclusive of any Member Transferring such Membership Units), by Majority Vote thereof, must consent to such admission, which consent may be given or withheld in the sole and absolute discretion of such Members;

(b) The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the Class A Members may reasonably request (including, without limitation, amendments to the Articles) as may be necessary or appropriate to confirm such transferee as a Member of the Company and such transferee's agreement to be bound by the terms and conditions of this Agreement;

(c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Membership Units; and

(d) If the transferee is not an individual of legal majority, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of the transferee to become a Member and to be bound by the terms and conditions of this Agreement.

10.11 LEGEND. Each Unit Holder hereby agrees that the following legend may be placed upon any counterpart of this Agreement, the Articles, or any other document or instrument evidencing ownership of Membership Units:

> The Membership Units represented by this document have not been registered under any securities laws and the transferability of such Membership Units is restricted. Such Membership Units may not be sold, assigned or transferred, nor will any assignee, vendee, transferee or endorsee thereof be recognized by the issuer as having acquired any such Membership Units for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Membership Units shall then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification shall be established to the satisfaction of counsel to the Company.
>
> The Membership Units represented by this document are subject to further restriction as to their sale, transfer, hypothecation,

or assignment as set forth in the Operating Agreement and agreed to by each Member. Said restriction provides, among other things, that no vendee, transferee, Assignee or endorsee of a Unit Holder shall have the right to become a Member with respect to such transferred Membership Units without the consent of the Class A Members which consent may be given or withheld in the sole and absolute discretion of the Class A Members.

10.12 DISTRIBUTIONS AND ALLOCATIONS IN RESPECT TO TRANSFERRED MEMBERSHIP UNITS. If any Membership Units are Transferred during any fiscal year in compliance with the provisions of this **Section 10**, Profits, Losses, each item thereof, and all other items attributable to the Transferred Membership Units for such fiscal year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during such fiscal year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Class A Members. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this **Section 10**, whether or not any Member or the Company has knowledge of any Transfer of ownership of any Membership Units.

10.13 SALE OF THE COMPANY; ALLOCATION OF SALE PROCEEDS. Anything contained in this Agreement or otherwise to the contrary notwithstanding in connection with any Sale of the Company the net proceeds available to all Unit Holders (after payment of all expenses of such sale, all liabilities of the Company and establishing reasonable reserves as determined by the Class A Members) shall be allocated among all Unit Holders entitled to participate as if such net proceeds were to be distributed to such Unit Holders in accordance with **Section 11.2** of this Agreement.

SECTION 11
DISSOLUTION AND WINDING UP

11.1 DISSOLUTION. The Company shall dissolve upon the first to occur of any of the following events (each a **"Liquidating Event"**):

(a) The sale by the Company of all or substantially all its Property;

(b) The Majority Vote of the Members holding Class A Units to dissolve the Company;

(c) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company; or

(d) A complete cessation of the Company's business.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, then the Members hereby agree to continue the business of the Company without winding up or liquidation.

11.2 WINDING UP. Upon dissolution of the Company, the Class A Members or court appointed trustee if there are no Class A Members shall take full account of the Company's liabilities and assets. The assets and Properties of the Company shall be liquidated as promptly as

is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities (other than to Unit Holders), including the establishment of any necessary reserves;

(b) Second, to the payment and discharge of all of the Company's debts and obligations to Unit Holders;

(c) Third, to the Class B Unit Holders and the Preferred Unit Holders (to be divided both between the Classes and within each Class based on the aggregate Unreturned Capital Amount of all Unit Holders in such Class) until the Class B Unit Holders and Preferred Unit Holders have received an amount equal to the excess, if any, of (i) the cumulative Priority Return from the Accrual Date to the date such distribution is made over (ii) the sum of all prior distributions to the Class B Unit Holders pursuant to **Sections 5.1(a)**, **5.2(a)** and this **Section 11.2(c)**;

(d) Fourth, to the Preferred Unit Holders (to be divided within such Class based on the aggregate Unreturned Capital Amount of all Unit Holders in such Class) in an amount necessary to reduce each Unit Holder's Unreturned Capital Amount to zero; and

(e) The balance, to the Class A Unit Holders and the Class B Unit Holders in accordance with **Section 5.2(c)** hereof.

(f) It is the intent of the parties hereto that the liquidation amounts distributable to Unit Holders pursuant to **Section 11.2(e)** shall be equal to the Unit Holders' respective ending Capital Accounts. Therefore, notwithstanding anything to the contrary in this Agreement, to the extent not inconsistent with the applicable Treasury Regulations under Section 704 of the Code, if, upon the dissolution of the Company, any Unit Holders' ending Capital Account (determined immediately after all Profits and Losses, and other items of income, gain, loss and deduction have been tentatively allocated under this Agreement and reflected in the Capital Accounts of the Unit Holders as if this **Section 11.2(f)** were not in this Agreement) is less than such Unit Holder's liquidation amount, then (i) such Unit Holder shall be specially allocated items of income or gain (including gross income) for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), and (ii) the other Unit Holders shall be specially allocated items of loss or deduction for such year (and, if necessary, for the preceding year if the Company has not yet filed its tax return for such preceding year), until each such Unit Holder's actual Capital Account equals the liquidation amount for such Unit Holder. The special allocation provision provided by this **Section 11.2(f)** shall be applied in such a manner so as to cause the difference between each Unit Holder's liquidation amount and the balance in its Capital Account (determined after this allocation, but immediately prior to the distributions pursuant to **Section 11.2(e)**) to be the smallest dollar amount possible. Nothing contained in this **Section 11.2(f)** shall change the manner in which the remaining assets of the Company shall be distributed pursuant to **Sections 11.2(a)** or **(b)**.

11.3 COMPLIANCE WITH TIMING REQUIREMENTS OF REGULATIONS. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this **Section 11** (if such liquidation constitutes a dissolution of the Company) or **Section 5** hereof (if it does not) to the Unit Holders who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Unit Holder has

a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all fiscal years, including the fiscal year such liquidation occurs) such Unit Holder shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or any other Person.

11.4 ESTABLISHMENT OF TRUST. In the discretion of the Class A Members, a pro-rata portion of the distributions that would otherwise be made to the Unit Holders pursuant to **Section 11.2** hereof may be distributed to a trust established for the benefit of the Unit Holders for the purposes of liquidating Company assets, collecting amounts owed to the Company and paying any contingent or unforeseen liabilities or obligations of the Company or of the Class A Members arising out of or in connection with the Company. The assets of any such trust shall be: (a) distributed to the Unit Holders from time to time, in the reasonable discretion of the Class A Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Unit Holders pursuant to this Agreement; or (b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company provided that such withheld amounts shall be distributed to the Unit Holders as soon as practicable.

11.5 RIGHTS OF UNIT HOLDERS. Except as otherwise provided in this Agreement, each Unit Holder shall look solely to the assets of the Company for the return of his Capital Contribution and shall have no right or power to demand or receive Property other than cash from the Company. No Unit Holder shall have priority over any other Unit Holder as to the return of his Capital Contributions, distributions, or allocations.

SECTION 12
REPRESENTATIONS AND WARRANTIES

12.1 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS. Each Member hereby represents, warrants and acknowledges to each of the other Members as follows:

(a) The Member has the full power, legal capacity and authority to enter into this Agreement and to perform his obligations hereunder. This Agreement has been duly executed and delivered by the Member and (assuming the due authorization, valid execution and delivery hereof by each of the other Members) is a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except (i) as the same may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights, and (ii) that the granting of specific performance is subject to the discretion of a court of equity;

(b) Neither the execution, delivery or performance of this Agreement by the Member nor the performance by the Member of his obligations hereunder (i) will result in any material breach of or default by the Member under any provision of any contract or agreement of any kind to which the Member is a party, or by which the Member or to which any property or asset of the Member is subject, (ii) is prohibited by, or requires the Member to obtain or make any consent, authorization, approval, registration or filing under, any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, board, bureau, body, department or authority, or of any other person, (iii) will cause any acceleration of maturity of any note, instrument or other obligation to which the Member is a party or by which the Member is bound or with respect to which the Member is an obligor or guarantor or (iv) will result in the

creation or imposition of any security interest or other lien, or give to any other person any interest or right (including any right of termination or cancellation) in or with respect to, any of the properties, assets, business, agreements or contracts of the Member;

(c) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or threatened or proposed against the Member regarding any business being conducted by the Member. Neither the Member nor any of the Member's properties or assets are subject to any judicial or administrative judgment, order, decree or restraint;

(d) The Member is not in violation of any law, rule or regulation, or any order, judgment or decree, in any case applicable to the Member or by which any of such Member's properties or assets are bound or affected;

(e) The Member has filed all foreign, federal, state and local tax returns that are required to be filed by such Member and has paid all taxes shown as due on such returns as well as all other taxes, assessments and governmental charges that are due and payable;

(f) The Member is acquiring the Membership Units for the Member's own account and not for the account of others. The Membership Units are not being acquired with a view to their distribution and the Member has no present intent of reselling or otherwise distributing the Membership Units. The Member was not formed for the purpose of making an investment in the Company;

(g) The Member has been advised that the Membership Units have not and shall not be registered under the Securities Act or any applicable state securities laws and, therefore, cannot be resold unless such Membership Units are registered under the Securities Act and all applicable state securities laws or unless exemptions from registration are available;

(h) Neither the Company nor anyone else has made any representation or warranty as to the period of time the Member shall be required to own the Membership Units. The Member is aware that the Membership Units may have to be held by the Member for an indefinite period of time;

(i) No state or other governmental authority has made any finding or determination relating to the fairness or substantive merit of an investment in the Company;

(j) The Member has, either alone or with such Member's personal representative (as that term is defined in Rule 501(h) of the Securities Act of 1933), such knowledge and experience in financial and business matters that such Member is capable of evaluating the merits and risks of an investment in the Company;

(k) The Member is aware that an investment in the Company is highly speculative and is capable of bearing the economic risk of such investment; and

(l) The Company has made available to such Member, a reasonable time prior to such Member's acquisition of any Membership Units, the opportunity to ask questions and receive adequate answers concerning the terms and conditions of such acquisition and the Company and to request and obtain any information which the Company possesses or can acquire without unreasonable effort or expense regarding the Company or investment.

12.2 EFFECT OF BREACH. Each Unit Holder hereby acknowledges and agrees that a material breach of any representation or warranty contained herein or in any other agreement

between a Unit Holder and the Company by a Unit Holder shall constitute an Adverse Act by such Unit Holder.

SECTION 13
MISCELLANEOUS

13.1 NOTICES. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an officer of the Person to whom the same is directed, or sent by regular, registered, or certified mail, or by recognized overnight carrier, addressed as follows: if to the Company, to the Company at the address set forth in **Section 2.4** hereof, or to such other address as the Class A Members may from time to time specify by notice to the Members; and if to a Unit Holder, to such Member at the address set forth on **Exhibit "A"** hereto or to such other address as such Member may from time to time specify by notice to the Company. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or if sent by regular mail or overnight carrier or (ii) as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

13.2 BINDING EFFECT. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

13.3 CONSTRUCTION. It is the intention of the parties that every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an agreement to be for or against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their respective interests and to otherwise negotiate the provisions of this Agreement.

13.4 HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.5 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

13.6 INCORPORATION BY REFERENCE. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

13.7 ADDITIONAL DOCUMENTS. Each Unit Holder, upon the request of any Class A Member, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

13.8 VARIATION OF PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

13.9 NEW YORK LAW. This Agreement, and any matter or dispute arising out of, in connection with or related to this Agreement, of any type or nature, shall be construed in accordance with, subject to and governed by the internal laws of the State of New York without giving effect to any conflicts of laws or other provisions which might result in the application of laws other than the internal laws of the State of New York. Each Unit Holder hereby agrees that the federal and state courts located within Onondaga County, New York shall have the exclusive jurisdiction to determine any and all disputes arising out of or in connection with this Agreement and hereby irrevocably consents to the personal and subject matter jurisdictions of such court with respect thereto.

13.10 COUNTERPART EXECUTION; SIGNATURES. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures received by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.

13.11 SPECIFIC PERFORMANCE. The parties acknowledge that they will be irreparably harmed in the event any of the provisions of this Agreement are violated and that the damages that may result therefrom will be difficult, if not impossible, to calculate. Should any dispute arise concerning any matter provided for in this Agreement, the parties agree that an injunction may be issued restraining any of the foregoing events pending the resolution of the controversy. In the event of any controversy concerning any right or obligation of a party, such right or obligation shall be enforceable in a court of equity by a decree of specific performance. Any such remedy, however, shall be cumulative and not exclusive, and shall be in addition to any other remedies which the parties hereto may have.

13.12 WAIVER OF JURY TRIAL. EACH UNIT HOLDER HEREBY IRREVOCABLY WAIVES, ON BEHALF OF HIMSELF AND HIS OR ITS HEIRS, BENEFICIARIES, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY MATTER, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH UNIT HOLDER HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER UNIT HOLDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER UNIT HOLDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT SUCH UNIT HOLDER AND THE OTHER UNIT HOLDER HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

13.13 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any previous understanding whether oral or written.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Third Amended and Restated Operating Agreement as of the date first above set forth.

101 NORTH SALINA ST MEMBER, LLC

By: _____
Its: Manager
Date: May 13, 2025

101 NORTH SALINA ST MANAGER, LLC

By: _____
Its: Member
Date: May 13, 2025

101 NORTH SALINA ST, LLC
By: 101 North Salina St Manager, LLC, its Manager

By: _____
Its: Manager
Date: May 13, 2025

101 NORTH SALINA ST PREFERRED MEMBER, LLC

By: _____
Its: President
Date: May 13, 2025

Signature Page to Third Amended and Restated Operating Agreement of 101 North Salina St, LLC

EXHIBIT "A"

THIRD AMENDED AND RESTATED

OPERATING AGREEMENT

OF

101 NORTH SALINA ST, LLC

CLASS A MEMBER

Name	Address
101 North Salina St Member, LLC	101 North Salina Street, Suite 100 Syracuse, NY 13202

PREFERRED MEMBER

Name	Address
101 North Salina St Preferred Member, LLC	101 North Salina Street, Suite 100 Syracuse, NY 13202

EXHIBIT "B"

THIRD AMENDED AND RESTATED

OPERATING AGREEMENT

OF

101 NORTH SALINA ST, LLC

MANAGER

Name	**Address**
101 North Salina St Manager, LLC	101 North Salina Street, Suite 100 Syracuse, New York 13202

APPENDIX "A"

TABLE OF DEFINITIONS

"**Accountants**" means the independent accounting firm regularly engaged by the Company to provide audit, consulting, tax or similar type services to the Company. In the event the Company is not then regularly engaging the services of an independent accounting firm, "Accountants" shall mean such independent accounting firm as may be selected by the Manager in its discretion.

"**Accrual Date**" shall mean, for each Class B Member and Preferred Member, the date that the Company accepts the Capital Contribution of such Member it being understood that the Accrual Date may be different for each Member. The Accrual Date will be determined by the Manager and reflected in the books and records of the Company.

"**Acquiring Class B Member**" has the meaning set forth in **Section 3.3** hereof.

"**Act**" means the New York Limited Liability Company Act, as amended from time to time.

"**Additional Members**" has the meaning set forth in **Section 3.4** hereof.

"**Adverse Act**" means, with respect to any Unit Holder, any of the following:

(a) a Transfer or attempted Transfer of all or any portion of such Unit Holder's Membership Units in the Company except as expressly permitted or required by this Agreement;

(b) an Event of Bankruptcy occurring with respect to any Unit Holder; or

(c) any other occurrence or transaction that is expressly provided elsewhere in this Agreement as constituting an Adverse Act.

"**Adverse Unit Holder**" has the meaning set forth in **Section 10.5** hereof.

"**Affiliate**" means with respect to any Person: (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person; (iii) any officer, director, manager or general partner of such Person; or (iv) any Person who is an officer, director, manager, general partner, trustee or holder of ten percent (10%) or more of the voting securities of any Person described in clauses (i) through (iii) of this sentence.

"**Agreement**" or "**Operating Agreement**" means this Third Amended and Restated Operating Agreement as the same may be subsequently amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"**Articles**" means the Articles of Organization filed on behalf of the Company with the Secretary of State of the State of New York on January 17, 2017.

"**Assignee**" means a Person who is a transferee of all or part of a Member's Membership Units which Person is not admitted as a Member with respect to such Membership Units. "**Assignees**" means all such Persons.

"**Buyer**" has the meaning set forth in the definition of Fair Market Value.

"**Capital Transaction**" means (a) any consolidation or merger of the Company with or into another entity or the merger or consolidation of another entity with or into the Company, (b) any sale, lease, exchange or other transfer (in one transaction or in a series of transactions and not in the ordinary course of business) of all or substantially all of the assets of the Company, (c) (i) the placement or funding of any material financing by the Company (other than equipment financing), or (ii) the refinancing of any Company indebtedness (other than equipment financing), (d) the condemnation of all or any material portion of the Project through the exercise of the power of eminent domain, or (e) any loss of all or a material portion of the Project or a material interest in the Project by casualty, failure of title or otherwise which is not followed by reconstruction thereof.

"**Class**" and "**Classes**" has the meaning set forth in **Section 3.2** hereof.

"**Class A Members**" means those Persons designated as Class A Members on **Exhibit "A"** hereto and any Person who is both (i) a permitted transferee with respect to any Class A Units of any such Persons (or any successor thereto) and (ii) admitted as a Member with respect to such Class A Units pursuant to the terms of this Agreement and has not ceased to be a Member.

"**Class A Unit Holder**" means a holder of Class A Units (either as a Member or as an Assignee thereof).

"**Class A Units**" means the Units held by the Class A Members (or any Assignee(s) thereof).

"**Class B Members**" means those Persons designated as Class B Members in the records of the Company and any Person who is both (i) a permitted transferee with respect to any Class B Units of any such Persons (or any successor thereto) and (ii) admitted as a Member with respect to such Class B Units pursuant to the terms of this Agreement; and has not ceased to be a Member.

"**Class B Unit Holder**" means a holder of Class B Units (either as a Member or as an Assignee thereof).

"**Class B Units**" means the Units held by the Class B Members (or any Assignee(s) thereof).

"**Company**" means the limited liability company continued pursuant to this Agreement and the limited liability company continuing the business of this Company in the event of dissolution as herein provided.

"**Covered Person**" means each current and former Member, Manager, officer or Partnership Representative and each of their respective Affiliates, officers, directors, liquidators, partners, stockholders, managers, members and employees, in each case, whether or not such Person continues to have the applicable status referred to above.

"**Designated Individual**" has the meaning set forth in the Partnership Tax Audit Rules.

"**Economic Rights**" has the meaning set forth in **Section 10.9** hereof.

"**Equity Offering**" has the meaning set forth in **Section 3.9** hereof.

"**Event of Bankruptcy**" means, with respect to any Unit Holder, any of the following:

(a) filing a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided;

(b) making a general assignment for the benefit of creditors;

(c) consenting to the appointment of a receiver for all or a substantial part of such Person's property;

(d) in the case of the filing of an involuntary petition in bankruptcy, the entry of an order for relief;

(e) the entry of a court order appointing a receiver or trustee for all or a substantial part of such Person's property without such Person's consent; or

(f) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of such Person's property.

"Existing Agreement" has the meaning set forth in the Whereas clauses hereto.

"Existing Class B Members" has the meaning set forth in **Section 3.3** hereof.

"Fair Market Value" shall mean that amount mutually agreed upon by the Manager acting on behalf of the Company (the **"Buyer"**), and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be). If the parties are unable to reach agreement on Fair Market Value within thirty (30) days after notice of the Adverse Act is received by the Company the Fair Market Value shall be determined by arbitration in accordance with the rules of the American Arbitration Association except as modified below:

(a) If, within ten (10) days (the **"First Selection Period"**) of receiving a list of available arbitrators from the American Arbitration Association (the **"Panel"**), the parties are unable to agree upon the selection of a single arbitrator, the Buyer shall appoint one arbitrator, the selling Member or Assignee shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator. In all cases the arbitrator(s) must be appointed from the Panel, provided that all Panel members submitted by the American Arbitration Association shall be Real Estate Appraisers holding the "M.A.I." designation and experienced in the appraisal of income producing real estate worth over $5,000,000. The Panel list shall include detailed resumes on all persons submitted. If both the Buyer and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be) are each required to select arbitrators, each shall make such selection within ten (10) days of the end of the First Selection Period. If a party fails to appoint an arbitrator within such time period the arbitration shall continue with the arbitrator selected by the other party serving as the sole arbitrator.

(b) The arbitration must be commenced within forty-five (45) days of the appointment of the arbitrator or arbitrators. At least ten (10) days prior to the scheduled commencement of the arbitration proceedings, the Buyer and the selling Unit Holder (or the selling Unit Holder's personal representative, as the case may be) shall each deliver to the arbitrator(s) such Person's estimate of the Fair Market Value of the Property together with any supporting information such party deems necessary. Any written estimate or supporting information submitted after the date prescribed above shall not be considered in determining the Fair Market Value of the Property.

(c) As soon as possible after the expiration of time for the submission of estimates and supporting information, the arbitrator(s) shall deliver a copy of all material submitted to both the Buyer and the selling Member or Assignee. During the ten (10) day period between the exchange of the written estimates and the scheduled commencement of the arbitration proceedings, the parties shall compare the written estimates of Fair Market Value for the Property. If the difference between the highest and lowest written estimate of Fair Market Value for the Property is less than five percent (5%) of the highest written estimate, then all of the written estimates submitted for the Property shall be averaged and the result shall automatically be deemed to be the Fair Market Value of such Property. If the Fair Market Value for the Property is established pursuant to the preceding sentence, the arbitration proceeding shall be discontinued and the costs of the arbitration shall be divided equally between the parties.

(d) In the event that the highest and lowest written estimates of the Fair Market Value of the Property differ by more than five percent (5%) of the highest estimate, the arbitration proceeding shall continue as scheduled with respect to the Property.

(e) The Fair Market Value of the Property shall be determined as of the Valuation Date. In making his or their determination of Fair Market Value the arbitrator or arbitrators shall be limited to the selection of one of the written estimates of Fair Market Value submitted by the parties and the arbitrator or arbitrators may not select any other value. In making his or their determination of Fair Market Value of the Property, the arbitrator(s) shall be instructed to consider with respect to the Property only the then current use of such Property. No consideration is to be given to any higher or better use. The arbitrator or arbitrators shall be required to render his or their decision within thirty (30) days after the commencement of the arbitration proceedings.

(f) The determination of the Fair Market Value of any Property by the arbitrator(s) shall be binding and conclusive on the selling Unit Holder and the Company absent a showing of gross error or fraud. The costs and expenses associated with the arbitration shall be borne by the party that either fails to submit a written estimate of the Fair Market Value for the Property or whose estimate of Fair Market Value is not selected by the arbitrator(s) as the Property's Fair Market Value.

"**Family**" means a Member's spouse and a Member's natural or adoptive lineal ancestors or descendants and trusts for his or their exclusive benefit.

"**First Selection Period**" has the meaning set forth in the definition of Fair Market Value.

"**Independent Third Party**" means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly beneficially own in excess of five percent (5%) of any class of the Membership Units, who is not an Affiliate of any such five percent (5%) owner, or who is not the spouse or descendant (by birth or adoption) of any such five percent (5%) owner.

"**Insider Loan Rate**" means an amount equal to the greater of (i) ten percent (10%) or (ii) the Prime Rate then in effect plus five (5) percentage points but in no event shall the rate exceed the maximum rate allowed by law.

"**Institutional Lender**" means any banking institution (including but not limited to saving and loan associations or savings banks), insurance company, pension or profit sharing plan or fund, educational institution, or real estate investment trust.

"Liquidating Event" has the meaning set forth in **Section 11.1** hereof.

"Majority Vote" means the affirmative vote of Persons holding more than fifty percent (50%) of the total number of Membership Units then held by all those Persons entitled to vote on the matter.

"Manager" means the Manager set forth on **Exhibit "B"** hereto and each Person who becomes a Manager pursuant to the terms of this Agreement and has not ceased to be a Manager pursuant to the terms of this Agreement. "Managers" means all such Persons.

"Members" means all Persons listed as a Member in the records of the Company for so long as such Persons have not ceased to be a Member pursuant to the terms of this Agreement. **"Member"** means any one of the Members.

"Membership Percentage" means for each Person, the ratio (expressed as a percentage) at the time the Membership Percentage is being determined, of the number of Membership Units held by such Person to the total number of Membership Units outstanding. **"Membership Percentages"** means the total percentages held by all Persons.

"Membership Unit" means an ownership interest in the Company including any and all benefits to which the holder of such Membership Units may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

"Net Cash From a Capital Transaction" means the difference between (a) the gross proceeds from a Capital Transaction; and (b) the payment of or due provision for (i) all liabilities to creditors of the Company and (ii) expenses of such Capital Transaction. For purposes of clarity, any expenses paid from Net Cash From Operations shall not be deducted in computing Net Cash From a Capital Transaction.

"Net Cash From Operations" means the gross cash proceeds of the Company from Company operations less the portion thereof used to pay or establish reserves for all Company expenses, guaranteed payments, debt payments, capital improvements, replacement and contingencies, all as determined by the Management Committee. "Net Cash From Operations" shall not include any item included in the calculation of Net Cash From a Capital Transaction and shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances, but shall be increased by any reductions of reserves previously established.

"Net Equity of the Company" means the amount that would be available to be distributed to the Unit Holders if: (i) all real property (or any entity the principal asset of which is real property) owned by the Company was sold for its Fair Market Value; (ii) all of the other assets of the Company were sold for their net book value; (iii) the Company paid each and all of its liabilities; and (iv) reasonable reserves were established for any contingent liabilities. The Net Equity of the Company shall be determined, without audit or certification, from the books and records of the Company by the Accountants within thirty (30) days of the day upon which the Accountants are apprised in writing of the Fair Market Value of any real property or any interest in another entity the principal asset of which consists of real property owned by the Company. The amount of such Net Equity of the Company shall be disclosed to the Company and the selling Unit Holder by written notice. The Net Equity of the Company determination of the Accountants shall be final and binding in the absence of gross negligence or willful misconduct.

"Net Equity Per Membership Unit" means the Net Equity of the Company divided by the total number of Membership Units then outstanding.

"New Interests" has the meaning set forth in **Section 3.9** hereof.

"Non-Economic Rights" has the meaning set forth in **Section 10.9** hereof.

"Option Period" has the meaning set forth in **Section 10.5** hereof.

"Panel" has the meaning set forth in the definition of Fair Market Value.

"Partnership Representative" has the meaning set forth in **Section 6.2** hereof.

"Partnership Tax Audit Rules" means Sections 6221 through 6241 of the Code, together with any guidance issued thereunder or successor provisions and any similar provision of state or local tax laws.

"Permitted Transfer" has the meaning set forth in **Section 10.2** hereof.

"Permitted Transferee" has the meaning set forth in **Section 10.2** hereof.

"Person" means any individual, partnership, limited liability company, corporation, trust or other entity.

"Preferred Members" means those Persons designated as Preferred Members and any Person who is both (i) a permitted transferee with respect to any Preferred Units of any such Persons (or any successor thereto) and (ii) admitted as a Member with respect to such Preferred Units pursuant to the terms of this Agreement and has not ceased to be a Member.

"Preferred Unit Holder" means a Unit Holder owning Preferred Units (either as a Member or as an Assignee thereof).

"Preferred Units" means the units designated as such pursuant to **Section 3.2** hereof.

"Preliminary Capital Account" means, with respect to any Unit Holder for any fiscal year of the Company, such Unit Holder's Capital Account balance as of the beginning of such fiscal year, adjusted as provided under the definition of **"Capital Account"** herein for all contributions and distributions during such year and all special allocations required by **Appendix "B"** with respect to such fiscal year.

"Prime Rate" means the prime rate (or base rate) reported in the "Money Rates" column or section of *The Wall Street Journal* as being the base rate on corporate loans at larger U.S. Money Center banks on the last business day immediately prior to the date on which it is necessary to determine such Prime Rate; provided, however, in the event *The Wall Street Journal* ceases publication of the Prime Rate, then the "Prime Rate" shall mean the "prime rate" or "base rate" announced by the bank with which the Company has its principal banking relationship (whether or not such rate has actually been charged by that bank) or as otherwise designated by the Class A Members. In the event that bank discontinues the practice of announcing that rate, Prime Rate shall mean the highest rate charged by that bank on short-term, unsecured loans to its most credit-worthy large corporate borrowers, unless otherwise designated by the Class A Members.

"Priority Return" shall mean a sum equivalent to eight percent (8%) of the Unreturned Capital Amount during the period for which the Priority Return relates. The Priority Return shall be determined on the basis of a year of three hundred sixty-five (365) days and shall be based on the actual number of days in the period for which the Priority Return relates. The Priority Return

shall accrue commencing on the Accrual Date. The Priority Return shall be cumulative but shall not be compounded.

"**Profits / Losses**" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to **subsections (b)** or **(d)** of the definition of Gross Asset Value hereof the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period; and

(f) Notwithstanding any other provision of this Section, any items which are specially allocated pursuant to **Section (b)** or **Section (c)** of **Appendix "B"** hereof shall not be taken into account in computing Profits or Losses pursuant to this Section.

"**Project**" means the land, the building and appurtenant improvements to be constructed at 101 North Salina Street, Syracuse, New York 13202 which property is commonly known as the Post Standard Building.

"**Property**" means the property, both real and personal, as well as tangible and intangible, owned by the Company from time to time.

"**Purchase Note**" has the meaning set forth in **Section 10.7** hereof.

"**Residual Percentages**" means (i) if all one hundred twenty (120) Class B Units are sold then as between the Class A Unit Holders, on the one hand, and the Class B Unit Holders, on the other hand, the Residual Percentage will be fifty percent (50%) for the Class A Unit Holders and fifty percent (50%) for the Class B Unit Holders; and (ii) if less than all one hundred twenty (120) Class B Units are sold, the Residual Percentage of the Class B Unit Holders, will be equal to the actual Capital Contributions made by the Class B Unit Holders divided by $12,000,000 multiplied by fifty percent (50%) (the "**Revised Class B Percentage**"), and the Residual Percentage of the Class A Unit Holder shall be one (1) minus the Revised Class B Percentage. By way of example,

if the Capital Contributions of the Class B Unit Holder total $6,000,000, the Revised Class B Percentage shall be 25.0% and the Class A Unit Holders Residual Percentage shall be 75.0%.

"**Revised Class B Percentage**" has the meaning set forth in the definition of Residual Percentages.

"**Sale of the Company**" means the sale (in a single transaction or a series of related transactions) of the Company to any Independent Third Party or group of Independent Third Parties pursuant to which such Independent Third Party or group of Independent Third Parties acquires (i) a majority of the Class A Units (whether by merger, consolidation, sale, transfer, assignment, pledge, encumbrance or other disposition (irrespective of whether any of the foregoing are effected, with or without consideration, voluntarily or involuntarily, by operation of law or otherwise, or whether inter vivos or upon death) of Class A Units, reorganization, recapitalization or otherwise), or (ii) all or substantially all of the assets of the Company and its Subsidiaries, determined on a consolidated basis.

"**Subsidiary LLC(s)**" has the meaning set forth in **Section 6.2** hereof.

"**Target Capital Account**" shall mean with respect to any Unit Holder for any period of the Company, an amount (which may be either a positive or negative balance) equal to the difference between (i) the hypothetical distribution such Unit Holder would receive if all Company assets were sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied to the extent required by their terms (limited, with respect to each nonrecourse liability, to the Gross Asset Value of the assets securing each such liability), and the net assets of the Company were distributed in full to the Members pursuant to **Section 11.2** hereof, all as of the last day of such period, and (ii) the sum of such Member's share of partnership minimum gain and partner nonrecourse debt minimum gain (determined pursuant to Regulations §§1.704-2(g) and 1.704-2(i)(5), respectively), each computed immediately prior to the hypothetical sale described above.

"**Transfer**" means, as a noun, any transfer, sale, pledge, hypothecation or other disposition, whether voluntary, involuntary or by operation of law, and, as a verb, to transfer, sell, pledge, hypothecate or otherwise dispose of in any manner whatsoever, whether voluntarily, involuntarily or by operation of law. A Transfer shall in all instances be deemed to include a Transfer of any interest in a Unit Holder (which is not an individual) if as a result of such a Transfer, any Person or Persons who are not the current beneficial owners or members of a Unit Holder become owners or members, in one or more transactions, of thirty five percent (35%) or more of the voting power or control of the Unit Holder.

"**Unit Holder**" means a Person who is the holder of Membership Units regardless of whether such Person has been admitted as a Member with respect to such Membership Units.

"**Unreturned Capital Amount**" means with respect to a Class B Unit Holder or a Preferred Unit Holder, as of any date, an amount equal to the excess, if any, of (i) the amount of the Capital Contribution made by such Unit Holder (as shown on the books and records of the Company), over (ii) the aggregate amount of all distributions made pursuant to **Section 5.1(c)** and **Section 11.2(f)** hereof to such Unit Holder.

"**Valuation Date**" means the last day of the calendar month immediately preceding the date of the occurrence of the Adverse Act, in the case of a purchase pursuant to **Section 10.5** hereof.

APPENDIX "B"

TAX PROVISIONS

(a) Definitions. For purposes of this Agreement, including this **Appendix "B"**, the following terms (as indicated by the first letter of each word being capitalized) shall, unless the context clearly requires otherwise, have the following meanings:

"Adjusted Capital Account Deficit" means with respect to any Unit Holder, the deficit balance, if any, in such Person's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Person is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Capital Account" means with respect to any Unit Holder, the Capital Account maintained for such Person in accordance with the following provisions:

(a) To each Person's Capital Account, there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to **Section (b)** or **(c)** of this **Appendix "B"**, and the amount of any Company liabilities that are assumed by such Person or that are secured by any Company asset distributed to such Person;

(b) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company asset distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of expenses or losses that are specially allocated pursuant to **Section (b)** or **(c)** of this **Appendix "B"**, and the amount of any liabilities of such Person that are assumed by the Company or that are secured by any property contributed by such Person to the Company;

(c) In the event any interest in the Company is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest; and

(d) In determining the amount of any liability for purposes of **subsections (a)** and **(b)** above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Class A Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including without limitation, debits or credits relating

to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Unit Holders), are computed in order to comply with such Regulations, the Class A Members may make such modifications, provided it is not likely to have a material effect on the amounts distributed to any Unit Holder pursuant to **Section 12** of the Agreement upon the dissolution of the Company. The Class A Members also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Unit Holders and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and (ii) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Company of oil or gas properties) might otherwise cause this Agreement not to comply with Regulation Section 1.704-1(b).

"Capital Contribution" means, with respect to any Unit Holder, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest in the Company held by such Unit Holder.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Company Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations substituting the term "company" for the term "partnership" whenever the context requires.

"Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Class A Members.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the gross fair market value of such asset, as determined by the contributing Unit Holder and the Company;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Class A Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Unit Holder in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Unit Holder of more than a de minimis amount of assets as consideration for an interest in the Company; (iii) in connection with the grant of an interest in the Company to a Unit Holder (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Unit Holder acting in a Member capacity or by a new Unit Holder acting in a Member capacity or in anticipation of becoming a Member; and (iv) the

liquidation of the Company within the meaning of Regulations 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Class A Members reasonably determine(s) that such adjustments are necessary or appropriate to reflect the relative economic interests of the Unit Holders in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Unit Holder shall be the gross fair market value of such asset on the date of distribution; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation 1.704-1(b)(2)(iv)(m) and **Section (b)(iii)** of this **Appendix "B"**; provided, however, that Gross Asset Values shall not be adjusted pursuant to this **subsection (d)** to the extent the Class A Members determine(s) that an adjustment pursuant to **subsection (b)** is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this **subsection (d)**. If the Gross Asset Value of an asset has been determined or adjusted pursuant to **subsections (a), (b)** or **(d)** hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Member Nonrecourse Debt" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(b) Special Allocations: Items in the Nature of Income or Gain.

(i) In the event any Unit Holder unexpectedly receives any adjustments, allocations or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Unit Holder as quickly as possible; provided, however, that an allocation pursuant to this **Section (b)(i)** shall be made if and only to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in **Section 4** and

this **Appendix "B"** have been tentatively made as if this **Section (b)(i)** of this **Appendix "B"** were not in this Agreement.

(ii) If, after giving effect to the allocation provisions of **Section 4** and this **Appendix "B"** (other than this **(b)(ii)**) and the distribution provisions of **Section 5** hereof for a particular fiscal year, any Unit Holder would have a deficit Capital Account at the end of such fiscal year in excess of the sum of (i) the amount such Unit Holder is obligated to restore and (ii) the amount such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) such Unit Holder shall be specially allocated items of gross income in the amount of such excess as quickly as possible provided that an allocation pursuant to this **Section (b)(ii)** of this **Appendix "B"** shall be made if and only to the extent such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in **Section 4** and **Appendix "B"** have been tentatively made and as if **Sections (b)(i)** and **(b)(ii)** were not in this Agreement.

(iii) Except as otherwise provided in Section 1.704-2(f) of the Regulations and notwithstanding any other provision of **Section 4** and this **Appendix "B"** if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Unit Holder shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This **Section (b)(iii)** is intended to comply with the minimum gain charge back requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(iv) Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of **Section 4** and this **Appendix "B"** except **Section (b)(ii)** above, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This **Section (b)(iv)** is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(v) Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Unit Holder who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or Section 743(b) of the Code is required to be taken into account in determining Capital Accounts as the result of a distribution to a Unit Holder in complete liquidation of his interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if such adjustment increases the basis of the assets) or loss (if such adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Unit Holders in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies or to the Unit Holders to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Unit Holders in proportion to their respective Membership Percentages.

(viii) All allocations to the Unit Holders made pursuant to **Section 4** and this **Appendix "B"** shall, except as otherwise provided herein, be divided among them in proportion to their respective Membership Percentages.

(c) Curative Allocations. The allocations set forth in **Sections (b)(i)** through **viii)** hereof (the **"Regulatory Allocations"**) are intended to comply with certain requirements of the Regulations. It is the intent of the Unit Holders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deductions pursuant to this **Section (c)**. Therefore, notwithstanding any other provisions of **Section 4** and this **Appendix "B"** (other than the Regulatory Allocations) the Class A Members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that after such offsetting allocations are made, each Unit Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Unit Holder would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to **Section 4**. In exercising its discretion under this **Section (c)** of this **Appendix "B"** the Class A Members shall take into account future Regulatory Allocations under **Sections (b)(iii)** and **(b)(iv)** that, although not yet made, are likely to offset other Regulatory Allocations previously made under **Section (b)(v)** and **Appendix "B"**.

(d) Other Allocations Rules.

(i) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Class A Members using any permissible method under Code Section 706 and the Regulations thereunder.

(ii) Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Unit Holders in the same proportions as they share Profits and Losses, as the case may be, for the year.

(iii) In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Unit Holder's allocable share of taxable gain or loss from the sale of Company Property (to the extent possible) shall include a proportionate share of this recapture income equal to that Unit Holder's prior cumulative depreciation deductions with respect to the assets that gave rise to the recapture income.

(iv) The Unit Holders are aware of the income tax consequences of the allocations made by **Section 4** and this **Appendix "B"** and hereby agree to be bound by the provisions of **Section 4** and this **Appendix "B"** in reporting their shares of income and loss for income tax purposes.

(v) Nonrecourse Liabilities will be allocated among the Unit Holders based upon any methodology permitted under Treasury Regulations §1.752-3.

(vi) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Class A Members shall endeavor to treat distributions of Net Cash From Operations as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Unit Holders.

(vii) Losses allocated to the Unit Holders shall not exceed the maximum amount of Losses that can be allocated without causing the Unit Holders to have an Adjusted Capital Account Deficit at the end of any fiscal year. If some but not all of the Unit Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses the foregoing limitations shall be applied on a Unit Holder-by-Unit Holder basis so as to allocate the maximum Loss to each Unit Holder under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

(viii) Each Unit Holder authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the **"Notice"**) apply to any interest in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Tax Matters Partner is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by the Tax Matters Partner constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the Notice. The Company and each Unit Holder hereby agree to comply with all requirements of the Safe Harbor described in the Notice, including, without limitation, the requirement that each Unit Holder shall prepare and file all federal income tax returns reporting the income tax effects of each Safe Harbor Membership Interest issued by the Company in a manner consistent with the requirements of the Notice.

The Company and any Unit Holder may pursue any and all rights and remedies it may have to enforce the obligations of the Company and the Unit Holder in the Company (as applicable) under **Section (d)(viii)**, including, without limitation, seeking specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of **Section (d)(viii)**. The obligations of a Unit Holder to comply with the requirements of this **Section (d)(viii)** shall survive the cessation of such Unit Holder being a holder of a membership interest in the Company and/or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this **Section (d)(viii)**, the Company shall be treated as continuing in existence.

Each Unit Holder authorizes the Class A Members to amend **Section (d)(viii)** to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Company transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the Notice (*e.g.*, to reflect changes from the rules set

forth in the Notice in subsequent Internal Revenue Service guidance), provided that such amendment is not materially adverse to such Unit Holder (as compared with the after-tax consequences that would result if the provisions of the Notice applied to all interests in the Company transferred to a service provider by the Company in connection with services provided to the Company).

(ix) If and to the extent that any Unit Holder is deemed to recognize any item of income, gain, deduction or loss as a result of any transaction between such Unit Holder and the Company pursuant to Sections 83, 482, or 7872 of the Code or any similar provision now or hereafter in effect, the Class A Members shall use their reasonable best efforts to allocate any corresponding Net Profit or Net Loss of the Company to the Unit Holder who recognizes such item in order to reflect the Unit Holders' economic interest in the Company.

(e) Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unit Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any asset is adjusted pursuant to the provisions of this **Appendix "B"** hereof dealing with the definition of Gross Asset Value, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Class A Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this **Section (e)** are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken. into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

EXHIBIT "C"

GOOD STANDING CERTIFICATE

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	101 NORTH SALINA ST, LLC
DOS ID Number:	5068595
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Entity Status:	EXISTING
Date of Initial Filing with DOS:	01/17/2017
Statement Status:	CURRENT
Statement Due Date:	01/31/2027

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	ARTICLES OF ORGANIZATION
Date of Filing:	01/17/2017
Entity Name:	101 NORTH SALINA ST, LLC

Document Type:	CERTIFICATE OF PUBLICATION
Date of Filing:	04/17/2017

Document Type:	BIENNIAL STATEMENT
Date of Filing:	02/05/2020
Effective Date:	01/01/2019

Document Type:	BIENNIAL STATEMENT
Date of Filing:	07/30/2021

Document Type:	CERTIFICATE OF AMENDMENT
Date of Filing:	06/24/2022

Document Type:	BIENNIAL STATEMENT
Date of Filing:	01/06/2023
Effective Date:	01/01/2023

Document Type:	BIENNIAL STATEMENT
Date of Filing:	01/09/2025

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 24, 2025 at 09:50 A.M.

WALTER T. MOSLEY
Secretary of State

Brendan C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100007904088 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

EXHIBIT "D"

RESOLUTION

WRITTEN CONSENT OF THE MANAGER OF 101 NORTH SALINA ST, LLC AUTHORIZING CERTAIN TRANSACTIONS WITH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY.

WHEREAS, 101 North Salina St, LLC (the "Company") intends to undertake a certain project (the "Project"), consisting of (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "Building") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "Land") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "AMI Restrictions"); interior mechanical and structural upgrades and the construction or installation of various amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage, and a community room (collectively, the "Facility"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility") in connection with the conversion and reconstruction; and

WHEREAS, in connection with the Project, the Company has requested, and the City of Syracuse Industrial Development Agency (the "Agency") has authorized, certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); and

WHEREAS, in order to obtain the Financial Assistance, the Company will lease the Land and Facility to the Agency pursuant to a lease agreement, as same may be amended from time to time (the "Company Lease"), and will transfer an interest in the Equipment to the Agency pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale"), and the Agency will simultaneously sublease the Project Facility back to the Company pursuant to a sublease agreement, as same may be amended from time to time (the "Agency Lease"); and

WHEREAS, the Agency and the Company will also enter into a Payment in Lieu of Tax Agreement, as same may be amended from time to time (the "PILOT Agreement") with respect to the Project Facility, pursuant to which the Company will make certain payments in lieu of real property taxes on the Project Facility; and

WHEREAS, the Company will enter into certain other agreements with the Agency in connection with the Agency's Financial Assistance for the Project, including but not limited to a Project Agreement, Environmental Compliance and Indemnification Agreement, and certain other documents, each as may be amended from time to time (collectively with the Company Lease, the Bill of Sale, the Agency Lease, and the PILOT Agreement, the "Company Documents"); and

WHEREAS, the Company's Manager now desires to authorize the Project and the execution, delivery and performance of the Company Documents.

NOW, THEREFORE, the undersigned, being the Manager of the Company, hereby consents and agrees as follows:

1. The Company is hereby authorized to undertake the Project.

2. The Manager of the Company is hereby authorized, in the name and on behalf of the Company, to negotiate, execute, amend, deliver and approve the Company Documents and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Company, as are necessary or appropriate to complete the Project and with respect to and to obtain the related Financial Assistance from the Agency; and upon such execution and delivery, and assuming due execution by all other parties, same shall be binding upon the Company.

3. The Manager hereby affirms all prior action taken by the Company with respect to the Project and the Agency may rely on same.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the Manager of the Company, has executed this Written Consent, to be effective as of the date set forth below.

Dated: May 13, 2025

101 NORTH SALINA ST MANAGER, LLC

By: _____
David C. Nutting, Member

EXHIBIT "E"

LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

101 North Salina St, LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company	101 North Salina St, LLC					General Contractor	VIP Structures, Inc				
Representative for Contract Bids and Awards	Chuck Wallace					Contact	Aaron Devereaux				
Address	101 North Salina St					Address	101 North Salina St				
City	Syracuse	ST	NY	Zip	13202	City	Syracuse	ST	NY	Zip	13202
Phone	315-744-0714		Fax			Phone	315-414-8739		Fax		
Email	Chuck.wallace@vipstructures.com					Email	adevereaux@vipstructures.com				
Project Address	101 North Salina, ST					Construction Start Date	5/26/2025				
City	Syracuse	ST	NY	Zip	13202	Occupancy Date	7/1/2026				

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Selective Interior Demolition	605,000	3/17/2025	Ultraclean
Concrete Work	369,000	12/12/2024	Henderson-Johnson
Masonry	16,300	----------	TBD
Structural Steel	960,000	2/12/2025	Ward Steel
Steel Framing	311,600	2/12/2025	Ron Wright
Millwork Supply/Install	692,300	11/12/2024	Kitchen Express / Stone-Central / John Joyce
Insulated Metal Panels	146,000	12/12/2024	Gitzen
Roofing	114,200	12/12/2024	Centi-Mark
Fire-Proofing Application	21,000	12/12/2024	Applied Coatings
Doors	517,500	12/12/2024	Kelley Brothers
Windows/Storefront	532,000	3/21/2025	Bon-Ton
Framing / Gypsum	2,010,000	2/12/2025	Ron Wright
Flooring	577,230	2/26/2025	GCN
Painting	419,000	3/21/2025	Anthis
Accessories / Specialties	162,400	----------	Mitchell & Sons / TBD
Window Treatments	130,500	3/21/2025	Design Specialties
Appliances	316,000	12/13/2024	Olum's
Fire Protection	298,400	12/11/2024	Associated Fire Protection
Plumbing	1,664,000	3/20/2025	Neivel Plumbing
Mechanical	1,709,000	3/5/2025	Century Heating
Electrical	2,072,000	12/11/2024	Phoenix Electric

City of Syracuse

Industrial Development Agency

Exterior Improvements	211,930	12/12/2024	Lanco / J&J Landscaping

Date: 3/10/25 **Company:** 101 North Salina ST, LL

Signature: [signature] **Name:** Chuck Wallace

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

May 16, 2025

City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202

101 North Salina St, LLC
101 North Salina Street, Suite 100
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
101 North Salina St, LLC – The Post Apartments Project

Ladies and Gentlemen:

We have acted as counsel to the City of Syracuse Industrial Development Agency (the "***Agency***") in connection with a project (the "***Project***") undertaken by the Agency at the request of 101 North Salina St, LLC (the "***Company***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior mechanical and structural upgrades and the construction or installation of various amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage, and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the

Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company has also requested that the Agency grant "financial assistance" (as defined in Section 854(14) of the New York General Municipal Law) (the "***Financial Assistance***") to the Project in the form of exemptions from State and local sales and use taxes, mortgage recording taxes and real property tax which real property tax exemption is evidenced by an amended and restated payment in lieu of taxes agreement (the "***PILOT Agreement***") dated as of April 1, 2025 between the Agency and the Company.

The Agency has acquired/continued an interest in the Land and Facility pursuant to that certain Amended and Restated Company Lease Agreement dated as of April 1, 2025 by and between the Company and the Agency (the "***Company Lease***") and an interest in the Equipment pursuant to a bill of sale dated as of April 1, 2025 (the "***Bill of Sale***") and the Agency will sublease or continue to sublease the Project Facility to the Company pursuant to an Amended and Restated Agency Lease Agreement dated as of April 1, 2025 by and between the Agency and the Company (the "***Agency Lease***"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agency Lease.

As counsel to the Agency, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates, and documents as we have deemed necessary or appropriate for the purposes of the opinion expressed below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies, and have assumed the accuracy and truthfulness of the factual information, expectations, conclusions, representations, warranties, covenants and opinions of the Company and its counsel and representatives as set forth in the various documents executed and delivered by them or any of them and identified in the Closing Memorandum in connection with the Project.

We are of the opinion that:

1. The Agency is a duly organized and existing corporate governmental agency constituting a public benefit corporation of the State of New York.

2. The Agency is duly authorized and empowered by law to acquire, reconstruct, renovate and equip the Project, to lease the Land and the Facility from the Company pursuant to the Company Lease; to accept an interest in the Equipment pursuant to the Bill of Sale; to sublease the Project Facility back to the Company pursuant to the Agency Lease, to provide the Financial Assistance and to appoint the Company as its agent for completion of the Project.

3. The Agency Documents have been authorized by and lawfully executed and delivered by the Agency and (assuming the authorization, execution, and delivery by the other respective parties thereto) are valid and legally binding obligations enforceable against the Agency in accordance with their respective terms.

In rendering this opinion, we advise you of the following:

The enforceability of the Agency Documents may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law or enactment now or hereafter enacted by the State of New York or the Federal government affecting the enforcement of creditors' rights generally and the general principles of equity, including limitations on the availability of the remedy of specific performance which is subject to discretion of the court.

This opinion is rendered to the addressees named above and their successors and/or assigns, and may not be relied upon by any other person without our prior, express written consent.

Very truly yours,

BOUSQUET HOLSTEIN PLLC

Bousquet Holstein PLLC

May 16, 2025

City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
101 North Salina St, LLC – The Post Apartments Project

Ladies and Gentlemen:

We have acted as counsel to 101 North Salina St, LLC (the "***Company***") in connection with a certain project (the "***Project***") undertaken by the City of Syracuse Industrial Development Agency (the "***Agency***") at the Company's request. The Project consists of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 200,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations (collectively, "***AMI Restrictions***"); interior mechanical and structural upgrades and the construction or installation of various amenities for residents, including but not limited to, a fitness center, bicycle storage, tenant storage, and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Agency has acquired/continued an interest in the Land and Facility pursuant to that certain Amended and Restated Company Lease Agreement dated as of April 1, 2025 by and between the Company and the Agency (the "***Company Lease***") and an interest in the Equipment

pursuant to a bill of sale dated as of April 1, 2025 (the "***Bill of Sale***") and the Agency will sublease or continue to sublease the Project Facility to the Company pursuant to an Amended and Restated Agency Lease Agreement dated as of April 1, 2025 by and between the Agency and the Company (the "***Agency Lease***"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agency Lease.

The Company has also requested that the Agency grant the Financial Assistance to the Project. The Agency and the Company entered into an Amended and Restated Payment in Lieu of Tax Agreement dated April 1, 2025 (the "***PILOT Agreement***") with respect to the Project.

In that regard, we have examined the Project Agreement, the Company Lease, the Agency Lease, the Bill of Sale, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and all other documents both identified in the Closing Memorandum and as defined in the Agency Lease to which the Company is a party in connection with the Project (collectively, the "***Company Documents***").

We have also examined corporate documents and records of the Company and made such investigation of law and/or fact that we deem necessary or advisable in order to render this opinion. For purposes of such examination, we have assumed the genuineness of all certificates and the authenticity of all documents submitted to us as original counterparts or as certified or photostatic copies; the genuineness of all signatures of all parties to the Company Documents other than on behalf of the Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than the Company.

As to questions of fact material to our opinion, we have relied upon the representations and warranties made by the Company in the Company Documents and upon one or more certificates of officers of the Company. Whenever the phrase "to the best of our knowledge" is used in this opinion, it refers to actual knowledge of members of this firm obtained from our representation of the Company and inquiries of responsible officers of the Company made in connection with this opinion, but no further investigation or review has been conducted.

Based upon the foregoing, it is our opinion that:

1. The Company is a duly formed and validly existing New York limited liability company and possesses full corporate power and authority to own its property, to conduct its business, to execute and deliver the Company Documents, and to carry out and perform its obligations thereunder.

2. The execution, delivery and performance of the Company Documents have been duly authorized by the Company and the Company Documents have been duly executed and delivered by an Authorized Representative of the Company.

3. The Company Documents constitute the legal, valid and binding obligations of the

Company, enforceable against the Company in accordance with their terms, except as enforceability may be limited by applicable bankruptcy and insolvency laws and laws affecting creditors' rights generally and to the extent that the availability of the remedy of specific performance or injunctive relief or other equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought.

4. To the best of our knowledge, in reliance on the certificates and opinions specified herein, the execution and delivery by the Company of the Company Documents, the execution and compliance with the provisions of each and the consummation of the transactions contemplated therein do not and will not constitute a breach of, or default under the Company's Articles of Organization, Operating Agreement or any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company or any of its Property may be bound, for which a valid consent has not been secured; nor is any approval or any action by any governmental authority required in connection with the execution and delivery thereof by the Company.

5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting the Company wherein an unfavorable decision, ruling or finding would in any way adversely affect in a material fashion the validity or enforceability of the Company Documents.

Our examination of law relevant to matters herein is limited to the laws of the State of New York and also the Federal law, where appropriate, and we express no opinion as to matters governed by the laws of any other state or jurisdiction.

This opinion is only for the benefit of and may be relied upon only by the Agency, its successors and assigns. The opinions set forth in this letter are limited to those expressly stated and no other opinion may be inferred nor is any implied. No other use of this opinion may be made without prior written consent. This opinion is given as of the date hereof and we undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion in response to a subsequent change in the law or future events affecting the documents identified in this letter.

Very truly yours,

Bond, Schoeneck & King, PLLC

CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

101 NORTH SALINA ST, LLC – THE POST APARTMENTS PROJECT

DATE OF CLOSING: May 16, 2025

I. Action Taken Prior to Closing

WHEREAS, the Agency, by resolution adopted on June 15, 2021, agreed, at the request of the Company to undertake a project (the "***Phase 1 Project***") consisting of: (A)(i) the acquisition of an interest in approximately 4.14 acres of real property improved by a two-story approximately 178,303 sq. ft. building (the "***Building***") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York, as more fully described on **Schedule A** annexed hereto (the "***Land***"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "***Phase 1 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 1 Equipment***" and together with the Land and the Facility, the "***Phase 1 Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "***Phase 1 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution dated February 25, 2025, the Agency agreed, at the request of the Company, to undertake a second phase of the project (the "***Phase 2 Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one

bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Phase 2 Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Phase 2 Equipment***" and together with the Land and the Phase 2 Facility, the "***Phase 2 Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Phase 2 Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, for purposes of this document, the Phase 1 Project and the Phase 2 Project shall be collectively referred to as the "***Project***"; the Phase 1 Facility together with the Phase 2 Facility shall be collectively referred to as the "***Facility***"; the Phase 1 Project Facility together with the Phase 2 Project Facility shall be collectively referred to as the "***Project Facility***"; the Phase 1 Equipment and the Phase 2 Equipment shall be collectively referred to as the "***Equipment***"; and the Phase 1 Financial Assistance together with the Phase 1 Financial Assistance shall be collectively referred to as the ***"Financial Assistance"***.

The Company also requested that the Agency appoint the Company as its agent for purposes of completing the Phase 2 Project and the granting of certain Phase 2 Financial Assistance.

The Company is the owner of the Project Facility.

The Agency will acquire a leasehold interest in the Land and Facility from the Company pursuant to a Company Lease Agreement dated as of December 1, 2021 (the "***Company Lease***"), between the Company, as landlord and the Agency, as tenant; and an interest in the Equipment pursuant to a bill of sale from the Company dated as of December 1, 2021 (the "***Bill of Sale***"). The Agency will sublease the Project Facility back to the Company, pursuant to an Agency Lease Agreement dated as of December 1, 2021 (the "***Agency Lease***") between the Agency, as sublessor and the Company, as sublessee. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in Exhibit "C" to the Agency Lease.

Among the actions taken by the Agency with respect to the Project prior to Closing were the following:

Phase 1:

May 7, 2021	The Company submitted an application for financial assistance for the project.
May 18, 2021	A resolution determining that the acquisition, construction and equipping of a mixed-use project constitutes a project; describing the financial assistance in connection therewith; and authorizing a public hearing (the "***Public Hearing Resolution***").
June 1, 2021	Notice of the Public Hearing was mailed to the chief executive officers of the affected tax jurisdictions pursuant to Section 859-a of the Act.
June 3, 2021	Notice of the Public Hearing was published in the Post-Standard pursuant to Section 859-a of the Act.
June 15, 2021	The Agency conducted the Public Hearing pursuant to Section 859-a of the Act.
June 15, 2021	A resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment.
June 15, 2021	A resolution authorizing the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a commercial facility; appointing the Company agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and authorizing the execution and delivery of an agreement between the Agency and the Company (the "***Inducement Resolution***").
June 15, 2021	A resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project (the "***PILOT Resolution***").
June 15, 2021	A resolution authorizing the execution and delivery of certain documents by the agency at the request of the Company (the "***Final Approving Resolution***").
June 15, 2021	Notice of relocation was given pursuant to Section 859-a(5)(d) of the General Municipal Law of the State of New York.
July 20, 2021	A resolution approving the temporary appointment of the Company as agent of the Agency with respect to the project and execution and delivery of certain documents in connection therewith (the "***Temporary Appointment Resolution***").

September 30, 2021	A resolution authorizing a waiver of the Agency's Local Access Policy (the "***Local Access Waiver Resolution***").
September 30, 2021	A resolution approving the extension of the temporary appointment of the Company as agent of the Agency until November 20, 2021; and the execution and delivery of certain documents in connection therewith (the "***Resolution Extending Temporary Appointment***").
November 16, 2021	A resolution approving the extension of the temporary appointment of the Company as agent of the Agency until December 31, 2021; and the execution and delivery of certain documents in connection therewith (the "***Resolution Further Extending Temporary Appointment***").

Phase 2:

October 16, 2024	The Company submitted an application for financial assistance for the project.
October 29, 2024	A resolution determining that the acquisition, reconstruction, renovation, equipping and completion of a Facility constitutes a project; describing the financial assistance in connection therewith; and authorizing a public hearing (the "***Public Hearing Resolution***").
October 29, 2024	A resolution classifying a project consisting of the acquisition, construction, equipping and completion of a commercial apartment project at the request of 101 North Salina St, LLC for purposes of the state environmental quality review act and declaring the intent of the City of Syracuse Industrial Development Agency to act as lead agency for purposes of a coordinated review of the project pursuant thereto (the "***Lead Agency Resolution***").
February 12, 2025	Notice of the Public Hearing was mailed to the chief executive officers of the affected tax jurisdictions pursuant to Section 859-a of the Act.
February 16, 2025	Notice of the Public Hearing was published in the Post-Standard pursuant to Section 859-a of the Act.
February 25, 2025	The Agency conducted the Public Hearing pursuant to Section 859-a of the Act.
February 25, 2025	A resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment (the "***SEQRA Resolution***").

February 25, 2025	A resolution authorizing the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a commercial facility; appointing the Company agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and authorizing the execution and delivery of an agreement between the Agency and the Company (the "***Inducement Resolution***").
February 25, 2025	A resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project (the "***PILOT Resolution***").
February 25, 2025	A resolution authorizing the execution and delivery of certain documents by the agency at the request of the Company (the "***Final Approving Resolution***").

II. Action To Be Taken At Closing

The following documents, or copies thereof, are to be delivered (except as indicated) to the Agency (A), Agency's Counsel (AC), the Company (C), Company's Counsel (CC), Lender's Counsel (LC) as follows:

A.	Basic Documents	Responsible Party	Signatories
1.	Application for Financial Assistance (2021)	CC	C
2.	Application for Financial Assistance (2024)	CC	C
3.	Amended and Restated Project Agreement	AC	CC
4.	Amended and Restated Company Lease Agreement	AC	C, A
5.	Memorandum of Company Lease Agreement with TP-584	AC	C, A
6.	Bill of Sale		C
7.	Amended and Restated Agency Lease Agreement	AC	C, A
8.	Memorandum of Agency Lease Agreement with Form TP-584	AC	C, A
9.	Company Certification re: Local Labor Policy (Phase 1)	AC	C
10.	Company Certification re: Local Labor Policy (Phase 2)	AC	C
11.	Certificates of casualty, liability, workers' compensation and other required insurance	AC	
12.	Amended and Restated Environmental Compliance and Indemnification Agreement	AC	C
13.	Closing Receipt	AC	C, A
14.	Form ST-60 indicating appointment of the Company to act as the agent of the Agency	AC	A
15.	PILOT Affirmation Letter (Phase 1)	AC	C
16.	PILOT Affirmation Letter (Phase 2)	AC	C

17.	Amended and Restated PILOT Agreement	AC	A, C
18.	Form 412-a	AC	A

B. Items To Be Delivered By The Agency

1. General Certificate of the Agency Re: Phase 1 relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as exhibits:	AC	A
Exhibit "A" - Chapter 641 of the Laws of 1979 of the State of New York, as amended	A	
Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members	A	
Exhibit "C" - By-laws	A	
Exhibit "D" - Public Hearing Resolution	AC	
Exhibit "E" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions	AC	
Exhibit "F" - SEQRA Resolution	AC	
Exhibit "G" - Inducement Resolution	AC	
Exhibit "H" - PILOT Resolution	AC	
Exhibit "I" – Final Approving Resolution	AC	
Exhibit "J" – Temporary Appointment Resolution	AC	
Exhibit "K" - Local Access Waiver Resolution		
Exhibit "L" - Resolution Extending Temporary Appointment		
Exhibit "M" - Resolution Further Extending Temporary Appointment		

2. General Certificate of the Agency Re: Phase 2 relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as exhibits:

Exhibit "A" - Chapter 641 of the Laws of 1979 of the State of New York, as amended

Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members

Exhibit "C" - By-laws

Exhibit "D" - Public Hearing Resolution

Exhibit "E" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions

Exhibit "F" - SEQRA Resolution

Exhibit "G" - Inducement Resolution

Exhibit "H" - PILOT Resolution

Exhibit "I" – Final Approving Resolution

C. Items To Be Delivered By The Company

1. General Certificate of the Company Re: Phase 1 relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items included as exhibits:	AC	C
Exhibit "A" - Articles of Organization	C	
Exhibit "B" - Operating Agreement	C	C
Exhibit "C" - Certificate of Good Standing	C	
Exhibit "D" - Company Resolution	C	
Exhibit "E" - Local Access Agreement	C	

2. General Certificate of the Company Re: Phase 2 relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items included as exhibits:

Exhibit "A" – Articles of Organization	C
Exhibit "B" – Operating Agreement	C
Exhibit "C" – Certificate of Good Standing	C
Exhibit "D" – Company Resolution	C
Exhibit "E" – Local Access Agreement	C

D. Opinions of Counsel C

1. Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency (Phase 2)

2. Opinion of Bond, Schoeneck & King, PLLC, counsel to the Company, addressed to the Agency and the Company (Phase 2)

III. Action To Be Required Concurrently With Or After Closing

Memorandum of Company Lease Agreement and Memorandum of Agency Lease Agreement are to be filed with the Onondaga County Clerk.

The Real Property Tax Exemption Form (412-a), with a copy of the Payment in Lieu of Tax Agreement attached, to be mailed to the assessor and the chief executive officer of each affected tax jurisdiction.

The ST-60 for the Company to be mailed to the New York State Department of Taxation and Finance, upon finalization and submission of all required documents.

Scan copy of Local Access Agreement to the Agency.

SCHEDULE "A"

PERSONS APPEARING

For the Agency:	City of Syracuse Industrial Development Agency Kathleen Murphy, Chair Eric Ennis, Executive Director
For the Company:	101 North Salina St, LLC David Nutting, Member Charles Wallace, Member
Company Counsel:	Bond, Schoeneck & King, PLLC Paul W. Reichel, Esq.
Agency's Counsel:	Bousquet Holstein PLLC Susan R. Katzoff, Esq.

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART TITLE
333 E ONONDAGA STREET
SYRACUSE, NY 13202

Return To :
BOND SCHOENECK & KING
PICK UP BOX

Method Returned : MAIL

First PARTY 1
101 NORTH SALINA ST

First PARTY 2
CANANDAIGUA NATIONAL BANK AND TRUST COMPANY

Index Type : Land Records
Instr Number : 2025-00031556
Book : **Page :**

Type of Instrument : Mortgage
Type of Transaction : Mtg Type A
Recording Fee: $111.00

Recording Pages : 14

Mortgage Taxes

Property Located :	Syracuse
Serial Number :	DQ6344
Mortgage Amount :	$13,815,726.00
Basic Tax :	$0.00
Local Tax :	$0.00
Additional Tax :	$34,539.25
Transportation Auth Tax :	$0.00
SONYMA :	$0.00
County Tax :	$0.00
Total :	$34,539.25
Total Fees :	$34,650.25

The Property affected by this instrument is situated in Syracuse, in the County of Onondaga, New York

State of New York
County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 09/25/2025

At (Recorded Time) : 3:28:28 PM

Doc ID - 060242280014

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York.

Entered By: MMERRILL Printed On : 09/26/2025 At : 11:02:03AM

File Number: 2025-00031556 Seq: 1

RTR BSTK
One Lincoln Center
110 W. Fayette St, Ste. 1800
Syracuse, NY 13202

BUILDING LOAN MORTGAGE
$13,815,726.00

THIS MORTGAGE, dated as of the 19th day of August, 2025, is made by and between **101 NORTH SALINA ST, LLC**, a New York limited liability company having an address of 101 North Salina Street, Suite 100, Syracuse, New York 13202 ("Mortgagor"), **THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY**, a National Banking Association having its principal office at 72 South Main Street, Canandaigua, New York 14424 ("Mortgagee"), and the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 1 Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202 ("Agency").

RECITALS

WHEREAS, Mortgagor is the owner of certain real property located at 101-239 North Salina Street and 214 North Salina Street, City of Syracuse, County of Onondaga, and State of New York, which is more particularly bounded and described in SCHEDULE "A" attached hereto (the "Premises");

WHEREAS, Mortgagor intends to construct certain renovations and improvements to the building located on the Premises (the "Improvement");

WHEREAS, Mortgagor has asked Mortgagee to provide financing for a portion of the cost of constructing and equipping the Improvement by making a building loan to Mortgagor in the principal amount of up to Thirteen Million Eight Hundred Fifteen Thousand Seven Hundred Twenty Six and 00/100 Dollars ($13,815,726.00) (the "Loan");

WHEREAS, the Loan will be advanced by Mortgagee to Mortgagor pursuant to the terms of a certain Building Loan Contract between Mortgagor and Mortgagee, dated as of even date herewith (the "Building Loan Contract"), which is intended to be filed in the Onondaga County Clerk's Office contemporaneously with this Mortgage;

WHEREAS, the Loan will be evidenced by a certain Construction Loan and Permanent Loan Note made by Mortgagor to Mortgagee in the face amount of Thirteen Million Eight Hundred Fifteen Thousand Seven Hundred Twenty Six and 00/100 Dollars ($13,815,726.00) dated of even date herewith (the "Note"), the Loan will be secured by this Mortgage which is intended to be recorded in the Onondaga County Clerk's Office, and will be additionally and collaterally secured by a certain Assignment of Leases and Rents granted by Mortgagor to Mortgagee dated as of even date herewith (the "Assignment of Rents"), which is intended to be recorded in the Onondaga County Clerk's Office contemporaneously with this Mortgage;

WHEREAS, the Building Loan Contract, the Note, this Mortgage, and the Assignment of Rents are hereafter collectively referred to as the "Loan Documents";

STAC 8132473

WHEREAS, the "Company Lease" shall mean that certain company lease agreement, dated as of May 1, 2025, by and between Mortgagor and Agency as same may be further amended from time to time;

WHEREAS, the "Agency Lease" shall mean that certain agency lease dated as May 1, 2025, by and between Agency and Mortgagor as same may be further amended from time to time; and

WHEREAS, the "PILOT Agreement" shall mean that certain amended and restated payment in lieu of taxes agreement dated as of May 1, 2025, by and among Agency and Mortgagor, as same may be further amended from time to time.

GRANTING CLAUSE

NOW, THEREFORE, to secure the payment of the principal sum of Thirteen Million Eight Hundred Fifteen Thousand Seven Hundred Twenty Six and 00/100 Dollars ($13,815,726.00), in lawful money of the United States of America, the maximum principal sum which is or under any contingency may be secured by this Mortgage, or so much thereof as may from time to time be advanced pursuant to the Building Loan Contract to pay for the cost of the Improvement, to be paid according to the terms of the Note, with interest thereon to be computed from the date of each principal advance under the Building Loan Contract to pay for the cost of the Improvement at the rate specified in the Note, together with all other sums which may from time to time become due and payable to Mortgagee by reason of the exercise of its rights and remedies under the Loan Documents, MORTGAGOR AND AGENCY HEREBY MORTGAGES TO MORTGAGEE:

(SEE SCHEDULE "A" ATTACHED)

Tax Account Numbers 104.-08-01.0 and 104.-05-07.0
Tax Map Numbers 104.-08-01.0 and 104.-05-07.0
Tax Mailing Address: 101-239 North Salina Street and 214 North Salina Street, Syracuse, New York 13202

Together with all right, title and interest of Mortgagor and Agency now owned, or hereafter acquired, in and to the following property, rights and interests (the Premises and the Improvements, together with such property, rights and interests, being hereinafter collectively referred to as the "Mortgaged Property"), excepting therefrom and herefrom the Agency's Unassigned Rights as that term is defined in the Agency Lease:

(a) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, title, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements, and all right, title and interest of Mortgagor, including any right to purchase, or to use and occupy, any land adjacent to the Premises and any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises;

(b) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and/or the Improvements, or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Premises and/or the Improvements, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located in or upon the Premises and/or the Improvements, and all additions, replacements, modifications and alterations of any of the foregoing, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air-conditioning apparatus, elevators, ducts and compressors (collectively, the "Equipment"). All Equipment is part and parcel of the real estate and appropriated to the use of the real estate and, whether or not affixed or annexed to the Improvements, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby;

(c) all awards or payments, and interest paid or payable with respect thereto, which may be made with respect to all or any portion of the Premises and/or the Improvements, whether from the exercise of right of condemnation, eminent domain or similar proceedings (including any transfer made in lieu of the exercise of the right, or by advance payment agreement), or from any taking for public use, or for any other injury to or decrease in the value of all or any portion of the Premises and/or the Improvements;

(d) all leases and other agreements, written or oral, affecting the use or occupancy of the Premises and/or the Improvements now or hereafter entered into (including, without limitation, all Proprietary Leases, as hereinafter defined, subleases, licenses, concessions, tenancies, and other occupancy agreements covering or encumbering all or any portion of the Premises and/or the Improvements) together with any modifications, extensions or renewals of the same, and all contracts of sale of shares (and the Proprietary Leases appurtenant thereto) of Mortgagor allocated to cooperative apartment units at the Premises, excepting therefrom the Agency Lease and the Company Lease (collectively, the "Leases"), and the rents, issues and profits of the Premises and/or the Improvements, together with the right, but not the obligation, upon the occurrence of a default (as hereinafter defined), to collect, receive and receipt for the rents and apply the rents to the payment of the Debt and to demand, sue for and recover the rents (when due and payable). The term "Proprietary Lease" shall mean any lease now existing or hereafter entered into with any tenant-shareholder of Mortgagor covering all or any of the cooperative apartment units at the Premises;

(e) all proceeds of, and any unearned premiums on, any insurance policies covering all or any portion of the Premises, the Improvements and/or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to all or any portion of the Premises, the Improvements and/or the Equipment and any interest paid or payable with respect thereto (collectively, the "Insurance Proceeds");

(f) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Premises and/or the Improvements and to commence any action or proceeding to protect the interest of Mortgagee in the Premises and/or the Improvements; and

(g) any and all other, further or additional right, title, estates and interests which Mortgagor now has, or hereafter acquires in and to the Premises and/or the Improvements and/or the Equipment, Mortgagor expressly agreeing that if Mortgagor shall at any time acquire any other right, title, estate or interest in and to the Premises and/or the Improvements and/or the Equipment, the lien of this Mortgage shall automatically attach to and encumber such other right, title, estate or interest as a first lien thereon.

SECURITY AGREEMENT

To further secure the payment of the Loan, Mortgagor hereby grants to Mortgagee a security interest in all of the building materials, Equipment, fixtures, condemnation awards, Insurance Proceeds, rents, Leases, general intangibles and other contract rights described in the granting clause of this Mortgage and all proceeds of the foregoing (collectively, the "Collateral"), to the full extent of its interest therein, and this Mortgage shall constitute a security agreement under Article 9 of the Uniform Commercial Code with respect to all of the Collateral. Mortgagor shall execute and deliver to Mortgagee, upon request, such UCC-1 financing statements, UCC-3 amendments, UCC-3 continuation statements and other instruments as Mortgagee may require in order to impose, confirm, renew or perfect the security interest created by this Mortgage upon any of the Collateral. Mortgagor hereby appoints Mortgagee its agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest), with full power or substitution, to execute, deliver and file on its behalf any UCC-1 financing statements, UCC-3 amendments, UCC-3 continuation statements and other instruments which Mortgagee deems appropriate.

And the said Mortgagor covenants with Mortgagee as follows:

1. That Mortgagor will pay the indebtedness as provided in the note or notes and agreements which this mortgage secures.

2. That Mortgagor will keep the buildings on the premises insured against loss by fire or such other hazards for which Mortgagee requires coverage including floods and flooding; that Mortgagor will assign and deliver the policies to Mortgagee; and that Mortgagor will reimburse Mortgagee for any premiums paid for insurance made by Mortgagee on Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.

3. That Mortgagor warrants the title to the premises.

4. That this mortgage is subject to the trust fund provisions of Section 13 of the Lien Law.

5. That Mortgagor will pay all taxes, payments in lieu of taxes, assessments or water rates, and all payments which are or may become due on any prior mortgage on said premises.

6. That the whole of said indebtedness shall immediately become due after default in the payment of any part thereof, or of interest thereon or any part thereof, or after any default in the payment of the principal or interest, or any installment thereof, secured by any prior mortgage or other lien on said premises, or after default for thirty days after notice and demand, in the payment of any tax, water rate or assessment, anything herein contained to the contrary notwithstanding.

7. Mortgagor authorizes Mortgagee, without notice, to make any and all payments necessary to correct a default of Mortgagor under paragraphs 2, 5, and 6 of this Mortgage. Mortgagor shall make repayment of all amounts paid by Mortgagee under this paragraph within ten (10) days after Mortgagor's receipt of Mortgagee's written demand for payment, together with interest at the highest interest rate provided for in the Note or Notes which this mortgage secures, but in no event in excess of the maximum interest rate allowed by law, from the date such amounts are paid by Mortgagee until the date of repayment of such amount by Mortgagor. All amounts paid by Mortgagee pursuant to this paragraph which remain unpaid shall be added to the debt of Mortgagor secured by this mortgage.

8. That the whole of the indebtedness now or hereafter secured hereby shall become immediately due and payable at the option of Mortgagee upon a conveyance of the premises or any part thereof, or upon the actual or threatened demolition or removal of any building upon the premises, or if such buildings are not kept in good and rentable condition and repair, and no buildings thereon shall be removed or demolished without the consent of Mortgagee.

9. That upon the making of an assignment for the benefit of creditors, by or upon the filing of a petition in bankruptcy by or against Mortgagor or any person or corporation whose indebtedness is secured hereby, or upon the application for the appointment of a receiver of the property of Mortgagor, or any such person, or corporation, or of any person or corporation which may become and be owner of the mortgaged premises, or upon any act of insolvency or bankruptcy of Mortgagor, or any such person or corporation, or of any such owner, or upon the legal incapacity of Mortgagor, or any such person or corporation, or owner, or any of them, the whole of the indebtedness of every kind and nature held by Mortgagee and now or hereafter secured hereby shall become due and payable forthwith, without notice or demand of payment. Mortgagor hereby waives presentment, demand of payment, protest, notice of non-payment, and/or of protest of any instrument on which he is or may become liable, now or hereafter secured hereby, and Mortgagor expressly agrees that Mortgagee may release or extend the time of any party liable on any such obligation without notice and without affecting his obligation thereon or under this instrument.

10. That if default shall be made in the payment of the indebtedness now or hereafter secured by this mortgage, or any part thereof or all or any part of the interest thereon, at the time or times when the same shall become due and payable, or upon default under any of the provisions of this mortgage, Mortgagee shall have the right forthwith, after any default, to enter upon and take possession of the mortgaged premises, and to let the premises and receive the rents, issues and profits thereof, and to apply the same (after the payment of all charges and expenses which are necessary in the absolute discretion of Mortgagee) on the indebtedness hereby intended to be secured, and the gross rents and profits are, in the event of any default under the provisions of this instrument, hereby assigned to Mortgagee without notice or demand. Mortgagee shall be entitled to obtain an order from a court of competent jurisdiction enforcing the terms of this paragraph **without**

prior notice to mortgagor and mortgagor hereby consents to the jurisdiction of the court in which such application is made for that purpose.

11. That Mortgagee may immediately, after any such default, upon a complaint filed, or any other proper legal proceedings being commenced for the foreclosure of this mortgage, apply for, and shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the indebtedness due Mortgagee, or of the solvency of any person or persons liable for the payment of such indebtedness, and **without prior notice to mortgagor**, to the appointment by any competent court or tribunal, of a receiver of the rents and profits of the premises, with power to lease the same or any part thereof, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the trust, as receiver, shall apply the residue of the rents and profits to the payment and satisfaction of the amount unpaid on the indebtedness now or hereafter secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the premises to the payment of any and all indebtedness due Mortgagee.

12. It is further expressly agreed that Mortgagee may resort for the payment of the indebtedness to its several securities therefore, in such order and manner as it may see fit, and may maintain an action to foreclose this mortgage notwithstanding the pendency of any action to recover any part of the indebtedness secured hereby, or the recovery of any judgment in such action, nor shall Mortgagee be required, during the pendency of any action to foreclose this mortgage, to obtain leave of any court in order to commence or maintain any other action to recover any part of the indebtedness secured hereby. If this mortgage is foreclosed, the Premises, which is comprised of two tax parcels, may be sold collectively as one parcel or separately as two parcels.

13. All notices, demands or requests hereunder or under any applicable law (including, without limitation, Article 14 of the New York Real Property Actions and Proceedings Law) will be effective and shall be deemed sufficiently given or served for all purposes when delivered to Mortgagor in person or deposited in the United States Mail, first class, postage-paid, addressed to Mortgagor's address set forth above. If Mortgagor changes addresses, Mortgagor will notify Mortgagee of Mortgagor's new address within ten (10) days in writing sent to 72 South Main Street, Canandaigua, New York 14424 to the attention of the Manager of Note Operations.

14. No waiver by Mortgagee of the breach of any of the foregoing covenants, or failure of Mortgagee to exercise any option given to it, shall be deemed to be a waiver of any other breach of the same or any other covenant, or of its rights thereafter to exercise any such option.

15. Mortgagor may prepay all or any part of the sum secured by this mortgage at any time without penalty. Any partial prepayments shall be applied first to unpaid interest and late charges, second to any deferred interest, and third against the remaining principal amount outstanding. Prepayments shall not postpone the due date of any subsequent monthly installments which become due and payable unless the note holder shall otherwise agree in writing.

16. Mortgagee may require Immediate Payment in Full of any outstanding indebtedness, principal and interest, due on the note(s) which is secured by this mortgage if all or any part of the mortgaged property (or any right(s) in the mortgaged property) is sold or otherwise transferred including by "land contract" without the prior written permission of Mortgagee.

17. If Mortgagor is in default under the terms of the note(s) secured by this mortgage, this mortgage, or any of the loan agreements, Mortgagor agrees to pay any reasonable attorneys fees and any other costs incurred by Mortgagee as a result of the default, the cost of an environmental assessment, and a third party appraisal of the value of the mortgaged property. If this mortgage is foreclosed, the holder is entitled to recover reasonable attorney's fees for foreclosure, in addition to statutory costs or disbursements and any additional or supplemental allowance made pursuant to New York State Civil Practice Law & Rules Section 8303 or other authority. In addition, Mortgagee shall be entitled to recover, as a part of its foreclosure judgement, the cost of a third party appraisal ordered in connection with the commencement of the foreclosure action, and any amount expended by mortgagee for the preservation of the mortgaged premises. These fees shall be a lien on the mortgaged property with priority over the mortgage.

18. If any required payment of principal or interest is overdue for a period in excess of ten days, a late charge as provided in the note or notes secured by this mortgage may be charged at the option of Mortgagee.

19. If Mortgagor is in default under the terms of the note(s) secured by this mortgage, this mortgage, or any of the loan agreements, Mortgagee may, either with or without entry or taking possession of the mortgaged property as provided in this Mortgage or otherwise, personally or by its agents or attorneys, and without prejudice to the right to bring an action for foreclosure of this Mortgage, sell the mortgaged property or any part thereof pursuant to any procedures provided by applicable law, including, without limitation, the procedures set forth in Article 14 of the New York Real Property Actions and Proceedings Law (and any amendments or substitute statutes in regard thereto), and all estate, right, title, interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by applicable law.

20. Real Property Law Section 291-f. The provisions of Section 291-f of the Real Property Law of the State of New York, as amended from time to time, are hereby made a part of this Mortgage in the same manner as though set out in full herein and, for any assigned lease or leases which have an unexpired term of not less than five years from the date of the execution and delivery of this Mortgage, Mortgagor(s) agree that without the prior written consent of Mortgagee in each instance, Mortgagor covenants not to (a) modify or amend any assigned lease so as to (i) shorten the term, (ii) decrease the rent, (iii) accelerate the payment of installments of rent to become due thereunder or (iv) change the terms of any renewal option contained therein; (b) terminate any assigned lease except in accordance with its terms; (c) consent to the cancellation or surrender of any assigned lease; (d) accept any prepayment of installments of rent to become due thereunder beyond one month; (e) further sell, assign, transfer, mortgage, pledge or otherwise encumber any of the rents due or to become due under any assigned lease or any part thereof; or (f) subordinate or permit the subordination of any assigned lease to any lien subordinate to the lien of the Mortgage. The agreement contained in the preceding sentences is made with reference to and shall be enforceable in accordance with the provisions of Section 291-f of the Real Property Law of the State of New York. Mortgagor shall, upon request, enter into an agreement with Mortgagee pursuant to Section 291-f with respect to any assigned lease hereafter entered into for a term of five

years, and Mortgagor hereby irrevocably constitutes and appoints Mortgagee its agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest), with full power of substitution in the premises, to execute, deliver and record on its behalf any such agreement which Mortgagor(s) has failed or refused to execute and deliver within ten (10) days after notice and request therefor is given by Mortgagee.

21. If at any time during the period of this Mortgage the Loan has been paid and performed in full, no indebtedness remains outstanding under the documents evidencing and/or securing the Loan, and Mortgagee has no further obligation under the Loan Documents to make any additional advances to Mortgagor, then Mortgagee will, upon written request of Mortgagor execute, deliver and cause to be recorded or filed, as the case may be, a release, discharge, satisfaction, or cancellation of this Mortgage and such other documentation (including without limitation UCC-3 termination statements) as may be reasonably necessary to effectuate the release, discharge, satisfaction and cancellation of Mortgagee's liens and security interests on the Mortgaged Property. Mortgagor shall pay, upon demand, all reasonable costs and expenses of Mortgagee, including, without limitation, reasonable attorneys' fees, for the release, discharge, satisfaction, or cancellation of this Mortgage and any other lien or encumbrance relating to this Mortgage, and the preparation, filing and recording of any and all documents necessary to effectuate the foregoing.

22. Mortgagee agrees that, upon written request by Mortgagor and subject to the full satisfaction of all obligations under this Mortgage and Note, it shall assign, transfer, and convey all of its right, title, and interest in and to this Mortgage, the Note, and all related loan documents to a new lender designated by the Mortgagor, provided that Mortgagor shall bear all costs associated with the assignment, including reasonable legal fees, recording charges, and any applicable taxes.

23. This Mortgage is executed by Agency solely for the purpose of subjecting its interest in the Mortgaged Property, and in the event of a default, the holder of this Mortgage shall look, only with respect to Agency, solely to the mortgaged Property described in this Mortgage in satisfaction of the indebtedness evidenced under the Note and will not seek or obtain any deficiency or personal judgment against Agency or any members or officers thereof except such judgment or decree as may be necessary to foreclose its interest in the Mortgaged Property as pledged hereunder and all other property mortgaged, pledged, conveyed or assigned to secure payment under the Note.

24. Mortgagor shall: (i) pay the all other sums of money due and payable at any time and from time to time under the Company Lease, Agency Lease and the PILOT Agreement when such sums become due and payable, but in any event, before the expiration of any grace period provided in the Company Lease, Agency Lease and/or the PILOT Agreement for the payment of any such sum; and (ii) at all times fully perform, observe and comply with all other terms, covenants and conditions of the Company Lease, Agency Lease and/or the PILOT Agreement to be performed, observed or complied with by Mortgagor as a lessor under the Company Lease, as a lessee under Agency Lease and as a party to the PILOT Agreement. If the Company Lease, Agency Lease and/or the PILOT Agreement do not provide for a grace period for the payment of a sum of money, Mortgagor shall make the payment on or before the date on

which the payment becomes due and payable. Mortgagor shall deliver evidence of the payment to Lender within ten (10) days after receipt of a written request from Lender for evidence of the payment.

25. Notwithstanding anything herein to the contrary, Lender by accepting this Mortgage, acknowledges and agrees that the rights of Lender hereunder shall be subordinate to the rights of Agency to receive payments in lieu of taxes pursuant to the PILOT Agreement and that such payments in lieu of taxes to be made by the Company/Mortgagor to Agency shall have the same force, priority and effect as a real property tax lien under New York State law against the Mortgaged Property.

26. Mortgagor directs Agency to execute and deliver this Mortgage to the Lender, and further agrees to indemnify Agency (and its members, officers, directors, agents, servants and employees) for all fees and costs incurred in connection with the execution, delivery, recording, performing and enforcing of this Mortgage, including but not limited to attorney's fees and costs.

27. Mortgagor hereby acknowledges that the terms of Agency Lease, as amended and restated from time to time, is in full force and effect, including but not limited to the "Hold Harmless Provisions" contained in Section 8.2 thereof and incorporates same in this instrument and makes same applicable hereto as if fully set forth herein.

28. Mortgagor and Mortgagee hereto, by accepting this Mortgage, acknowledge that Agency is executing this Mortgage solely to subject its interest in the Mortgaged Property, if any, to this Mortgage. Notwithstanding anything herein to the contrary, Mortgagee acknowledges and agrees that their sole recourse against Agency for any default hereunder shall be with respect to Agency's interest in the Mortgaged Property.

The term "Mortgagor" and all words referring to Mortgagor, shall be deemed to include any and/or either and/or all of the owner(s) of the real property described in this mortgage and any other person, partnership, corporation or entity whose indebtedness is intended to be secured by this mortgage, their heirs, executors, administrators, successors or assigns. Notwithstanding anything herein to the contrary, and for avoidance of doubt, the Agency shall not be considered a Mortgagor hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor and Agency.

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC, Its Manager

By: _____
David C. Nutting
Its: Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy
Its: Chair

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

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

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

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor and Agency.

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC, Its Manager

By: _____
David C. Nutting
Its: Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy
Its: Chair

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

On the 13th day of August in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 20 26

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

On the 7 day of August in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

JOHN J. CONNOR JR
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4981634
Commission Expires May 13, 2027

SCHEDULE A

PARCEL A

101-239 NORTH SALINA STREET

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J", Block Number 81, part of Block Number 77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0 feet north of the original north line of West Genesee Street, and the southeast corner of Block Number 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block Number 77 or Block "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

PARCEL B

214 NORTH SALINA STREET

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot Numbers 1, 2, 3, 4, Block Number 23 of the E.F. Wallace Subdivision and part of Lot Number 1, Block Number 78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route Number 690, as shown on Map Number 899, Parcel Number 1209, said point of intersection being a southwesterly corner of said Parcel Number 1209;

Thence southeasterly along said southerly line of Parcel Number 1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel Number 1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route Number 690, as shown on Map Number 897, Parcel Number 1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel Number 1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel Number 1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel Number 1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map Number 896, Parcel Number 1206 and also along the southerly prolongation of said westerly line of Parcel Number 1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

RECORD & RETURN TO:
Frederick W. Marty, Esq.
Mackenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202

AFFIDAVIT RE: MORTGAGE TAX EXEMPTION

STATE OF NEW YORK)
) **SS.**
COUNTY OF ONONDAGA)

KATHLEEN MURPHY, being duly sworn, deposes and says:

She is the Chair of the City of Syracuse Industrial Development Agency (the "***Agency***").

The Agency is an industrial development agency duly established under Title I of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the "***Act***"), and it is a corporate governmental agency constituting a public benefit corporation of the State.

On or about October 16, 2024, the Agency adopted resolutions at the request of 101 North Salina St, LLC (the "***Company***"), to undertake a project (the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 185,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

On or about May 1, 2025 the Agency and the Company closed on a lease/leaseback transaction and executed lease transactional documents necessary to undertake the Project and to confer the approved Financial Assistance.

The Company and the Agency are mortgaging their respective interests in the improved real property described on **Exhibit "A"** to: Canandaigua National Bank and Trust Company, a National Banking Association ("***Mortgagee***") pursuant to (i) a certain Building Loan Mortgage dated August 19, 2025 in the amount of $13,815,726.00 ("***Building Loan Mortgage***") and corresponding Assignment of Leases and Rents dated August 19, 2025 (the "***Assignment***"). The Mortgage is pledged to secure notes given by the Company to the Mortgagee.

Pursuant to Article 18-A of the New York General Municipal Law, as amended from time to time (the "***Act***"), the Agency is regarded as performing a governmental function and is generally not required to pay taxes or assessments upon any property acquired by it or under its jurisdiction, control or supervision or upon its activities.

Deponent submits that no mortgage tax, other than as may be required in Section 874(1) of the Act and Section 252(2) of the Tax Law of the State of New York with respect to the portion of the tax allocable to the Central New York Regional Transportation District, should be imposed upon the Mortgage and the Assignment, insomuch as the Mortgage and the Assignment are being executed and delivered under the State authority creating the Agency, insomuch as the use by the Agency of its powers to secure the payment of principal and interest on the loan is deemed by Article 18-A public purpose essential to the public interest, and insomuch as both the New York State Department of Taxation and Finance and Counsel to the New York State Department of Taxation and Finance have expressed their opinion that the recording of similar documents by similar agencies organized under Article 18-A of the New York General Municipal Law are operations of said agencies entitled to exemption from the mortgage recording tax.

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CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy, Chair

Subscribed and sworn to before me
this 7 day of August, 2025.

_____
Notary Public

JOHN J. CONNOR JR
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4981634
Commission Expires May 13, 2027

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
CSC

Return To :
CSC

Method Returned : ERECORDING

First PARTY 1
101 NORTH SALINA ST LLC

First PARTY 2
CANANDAIGUA NATIONAL BANK & TRUST COMPANY

Index Type : Land Records

Instr Number : 2025-00032819

Book : **Page :**

Type of Instrument : Assignment Of Rent
Type of Transaction : Assignment Of Rents And Leases
Recording Fee: $131.00

Recording Pages : 17

Recorded Information

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 10/06/2025

At (Recorded Time) : 10:52:10 AM

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: EKARALUNAS Printed On : 10/06/2025 At : 10:52:16AM

iv

ASSIGNMENT OF LEASES AND RENTS
$13,815,726.00

THIS ASSIGNMENT, dated as of August 19, 2025, is granted by **101 NORTH SALINA ST, LLC**, a New York limited liability company having an address of 101 North Salina Street, Suite 100, Syracuse, New York 13202 ("Mortgagor"), and the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 1 Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202 ("Agency"), to **THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY**, a national banking association having its principal office at 72 South Main Street, Canandaigua, New York 14424 ("Mortgagee").

No Lease Recorded

RECITALS

WHEREAS, Mortgagor is the owner of certain real property located at 101-239 North Salina Street and 214 North Salina Street, City of Syracuse, County of Onondaga, and State of New York, being identified by Tax Map Number 104.-08-01.0 and Tax Map Number 104.-05-07.0, and which is more particularly bounded and described in **SCHEDULE "A"** attached hereto (the "Premises");

WHEREAS, the Agency has a leasehold interest in the Premises;

WHEREAS, Mortgagor has applied to Mortgagee for a building loan in the principal amount of Thirteen Million Eight Hundred Fifteen Thousand Seven Hundred Twenty Six and 00/100 Dollars ($13,815,726.00) (the "Loan"); recorded 9/25/2025 Onondaga County 2025-31556.

WHEREAS, the Loan will be evidenced by one or more notes (collectively, the "Note"), and will be secured by one or more mortgages covering the Premises which are described in **SCHEDULE "B"** attached hereto (collectively, the "Mortgage");

WHEREAS, Mortgagee is unwilling to make the Loan unless Mortgagor executes and delivers this Assignment which is intended to be recorded in the Onondaga County Clerk's Office; and

NOW, THEREFORE, in consideration of and as an inducement to Mortgagee to make the Loan, MORTGAGOR DOES HEREBY ASSIGN, TRANSFER, CONVEY AND SET OVER TO MORTGAGEE all of the right, title and interest of Mortgagor and the Agency in and to all leases, subleases, tenancies, subtenancies and occupancies now or hereafter affecting the Premises or any part thereof and all amendments, modifications, extensions and renewals thereof , excepting therefrom the Agency Lease and the Company Lease and the Agency's Unassigned Rights (as those terms are defined in the Mortgage) (collectively, the "Assigned Leases"), including, but not limited to, those leases described in **SCHEDULE "C"** attached hereto and forming a part hereof, together with (1) all of the rents, issues and profits which may be or become due, or to which Mortgagor may now or hereafter become entitled, arising or issuing out of the Assigned Leases or from or out of the Premises or any part thereof and (2) all insurance

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proceeds heretofore and hereafter paid by reason of any use or occupancy loss, business interruption or interruption of rental payments under the Assigned Leases or any part thereof, which rents, issues, profits and insurance proceeds, together with any and all claims of Mortgagor with respect thereto, are hereby assigned to and pledged with Mortgagee. Excluded from said Assigned Leases shall be a certain company lease agreement, dated as of May 1, 2025, by and between Mortgagor and the City of Syracuse Industrial Development Agency (the "Agency"), and a certain agency lease dated as of May 1, 2025, by and between Agency and Mortgagor, as the same may be further amended from time to time.

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns until such time as the indebtedness evidenced by the Note and secured by the Mortgage has been paid in full.

This Assignment is delivered to and accepted by Mortgagee upon the following terms and conditions:

1. **STATUS OF ASSIGNED LEASES:** Mortgagor represents and warrants to Mortgagee that (a) there are no leases, subleases, tenancies, subtenancies or occupancies affecting the Premises or any part thereof presently in effect other than those leases described in Schedule "C" attached hereto, (b) each of the leases described in said Schedule is a valid and subsisting lease of the property therein described and purported to be demised thereby for the term therein set forth and is in full force and effect on the date hereof in accordance with its terms and, except as may otherwise be indicated on said Schedule, has not been modified or amended from the date of its execution to the date hereof, (c) Mortgagor has duly and punctually performed all of its covenants and obligations under each of said leases, (d) neither Mortgagor nor any of the tenants under said leases is in default in any material respect in the performance or observance of any of their respective covenants or obligations under said leases, (e) there are no rights of off-set, abatement or reduction of rent presently accruing to any tenant under any of said leases by virtue of any provision of any of said leases or otherwise, (f) Mortgagor has not sold, assigned, transferred, mortgaged, pledged or otherwise encumbered any of the rents, issues or profits which may be or become due, or to which Mortgagor may now or hereafter become entitled, arising or issuing out of any of said leases or from or out of the Premises or any part thereof, and (g) no rents, issues or profits from any of said leases become due subsequent to the date hereof have been collected, nor has payment of the same been anticipated, waived, released, discounted or otherwise discharged or compromised.

2. **MORTGAGOR'S COVENANTS:** Mortgagor covenants (a) to duly and punctually perform and observe all of its covenants and obligations as landlord under the Assigned Leases, (b) to enforce or secure the performance and observance of all of the covenants and obligations of each tenant under the Assigned Leases, (c) to promptly deliver to Mortgagee a copy of (i) all notices of default which Mortgagor sends to any tenant under any Assigned Lease, (ii) all notices of the commencement of summary proceedings which Mortgagor brings against any tenant under any Assigned Lease and (iii) all notices of default which any tenant under any Assigned Lease sends to Mortgagor, and (d) to promptly obtain and deliver to Mortgagee, upon its request, a certificate of estoppel of any tenant under any Assigned Lease.

3. **MORTGAGEE'S RIGHT TO CURE MORTGAGOR'S DEFAULTS UNDER ASSIGNED LEASES:** In the event of any default by Mortgagor in the performance or observance of any of its covenants or obligations under any Assigned Lese, Mortgagee shall have the right, but not the obligation, to enter the Premises at any time and from time to time for the purpose of curing such default, in which event the cost thereof, together with interest thereon at the highest rate set forth in the note or notes, but in no event in excess of the maximum rate permitted by law, shall be paid by Mortgagor to Mortgagee on demand, shall be secured by the Mortgage, and this assignment, and shall be added to the judgment in any action, suit or proceeding brought by Mortgagee against Mortgagor thereon.

4. **EXPIRATION OR TERMINATION OF ASSIGNED LEASE:** In the event of the expiration or other termination of any Assigned Lease during the term of the Mortgage, Mortgagor will use its best efforts to promptly relet the Premises or portion thereof affected thereby at the highest rental then obtainable and will use its best efforts to keep the Premises fully rented thereafter at all times during which this Assignment is in effect.

5. **MORTGAGOR'S LICENSE TO COLLECT RENTS:** So long as no "Event of Default" has occurred under the terms of the Mortgage, Mortgagor shall have a license to manage and operate the Premises, to collect, receive and apply for its own account all rents, issues and profits accruing by virtue of the Assigned Leases or from or out of the Premises or any part thereof and to execute and deliver proper receipts and acquittances therefor.

6. **MORTGAGEE'S RIGHTS AFTER MORTGAGOR'S DEFAULT UNDER MORTGAGE:** Immediately upon the occurrence of any "Event of Default" under the terms of the Mortgage, the license referred to in Section 5 hereof shall terminate, and in such event Mortgagee is hereby expressly and irrevocably authorized to enter upon and take possession of the Premises, without further notice, by force, ejectment, the appointment of a receiver or otherwise, as Mortgagee may elect, and no further authorization shall be required. Following such entry and taking of possession and until such default shall have been completely cured to the satisfaction of Mortgagee, Mortgagee may

(a) manage and operate the Premises or any part thereof;

(b) lease the Premises or any part thereof for such periods of time and upon such terms and conditions as Mortgagee may, in the exercise of its reasonable discretion, deem proper;

(c) amend, modify, extend or renew any Assigned Lease or any other lease or sublease then or thereafter entered into affecting the Premises or any part thereof;

(d) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for, (i) all rents, issues and profits which may then be or thereafter become due, owing or payable under any Assigned Lease and any other lease or sublease then or thereafter entered into affecting the Premises or any part thereof or from or out of the Premises or any part thereof and (ii) all insurance proceeds paid or thereafter to be paid by reason of any use or occupancy

loss, business interruption or interruption of rental payments under the Assigned Leases or any part thereof or any other lease or sublease then or thereafter entered into affecting the Premises or any part thereof;

(e) institute, prosecute to completion or compromise and settle all summary proceedings, actions for rent or for removing any and all tenants, subtenants or occupants of the Premises or any part thereof;

(f) enforce or enjoin or restrain the violation of any of the terms, provisions or conditions of any Assigned Lease or any other lease or sublease then or thereafter entered into affecting the Premises or any part thereof;

(g) make such repairs and alterations to the Premises as Mortgagee may, in the exercise of its reasonable discretion, deem proper;

(h) pay, from and out of the rents, issues, profits and insurance proceeds collected by Mortgagee hereunder, or from or out of any other funds, (i) any taxes, assessments, water charges, sewer rents or other governmental charges levied, assessed or imposed against the Premises or any part thereof, (ii) any premiums for fire, public liability and other insurance coverage affecting the Premises or any part thereof and (iii) any and all other costs, charges and expenses which it may be necessary or advisable for Mortgagee to pay in the management, operation and maintenance of the Premises or any part thereof, including, but not limited to, costs of making repairs and alterations, commissions for renting the Premises or any part thereof, and legal expenses incurred in enforcing claims, preparing papers or any other services that may be required; and

(i) generally do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Premises or any part thereof, all as fully and to the same extent as Mortgagor might do.

Mortgagee shall apply the net amount of rents, issues, profits and insurance proceeds collected by it hereunder, after payment or reimbursement of all proper costs, charges and expenses (including any liability, loss, damage or expense covered by the indemnification provisions of Section 9 hereof), to the reduction and payment of the indebtedness secured by the Mortgage or otherwise as a court of competent jurisdiction may direct. Mortgagee shall be accountable to Mortgagor only for the rents, issues, profits, insurance proceeds and other funds actually collected by it hereunder.

7. **DIRECTION TO PAY RENT TO MORTGAGEE OR RECEIVER AFTER DEFAULT:** Mortgagor hereby irrevocably directs each tenant under the Assigned Leases, upon demand and notice from Mortgagee of the occurrence of any "Event of Default" under the terms of the Mortgage, to pay to Mortgagee or to its receiver all rents accruing or due under the Assigned Leases from and after the receipt of such demand and notice. Mortgagor agrees that any tenant making such payment to Mortgagee or to its receiver shall be under no obligation to inquire or determine the actual existence of any such default claimed by Mortgagee.

8. **MORTGAGEE NOT OBLIGATED TO PERFORM MORTGAGOR'S OBLIGATIONS:** Nothing contained herein shall operate or be construed to obligate Mortgagee to perform or observe any of the covenants or obligations contained in any Assigned Lease, or otherwise to impose any obligation upon Mortgagee with respect to any Assigned Lease, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event that the estate of any tenant, subtenant or occupant under any Assigned Lease is terminated in any action, suit or proceeding brought to foreclose the Mortgage, except that, by its acceptance of this Assignment, Mortgagee agrees not to name or join as a party defendant in such action, suit or proceeding any tenant under any Assigned Lease to whom Mortgagee has granted non-disturbance rights, and such tenant's possession or right to possession shall not be otherwise disturbed or affected by reason of such action, suit or proceeding, provided that such tenant is not then in default under any of the terms or provisions of its Assigned Lease beyond any applicable grace period contained therein. This Assignment shall not operate to place upon Mortgagee any responsibility for the management, operation or maintenance of the Premises, and the execution of this Assignment by Mortgagor shall constitute conclusive evidence that all responsibility for the management, operation and maintenance of the Premises is and shall be that of Mortgagor.

9. **INDEMNIFICATION PROVISIONS:** Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against any and all liability, loss, damage and expense, including reasonable attorneys' fees, which Mortgagee may or shall incur under any Assigned Lease or by reason of this Assignment, or be reason of any action taken by Mortgagee hereunder, and from and against any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged undertaking on its part to perform or observe any of the covenants or obligations contained in any Assigned Lease.

10. **MORTGAGEE'S RIGHT OF ASSIGNMENT:** Mortgagee shall have the right to assign to any subsequent holder of the Mortgage, or to any person who may hereafter acquire title to the Premises, the right, title and interest of Mortgagor in and to any and all Assigned Leases, subject, however, to the provisions of Section 11 hereof. If Mortgagor shall hereafter become barred and foreclosed of all right, title and interest and equity of redemption with respect to the Premises, no assignee of the interest of the Mortgagor in any Assigned Lease shall be liable to account to Mortgagor for any rents, issues, profits or insurance proceeds thereafter paid or accruing.

11. **TERMINATION OF ASSIGNMENT:** Upon payment in full of the indebtedness secured by the Mortgage, this Assignment shall become and be void and of no further force and effect.

12. **FURTHER ASSURANCES:** Mortgagor agrees to execute and deliver to Mortgagee, at any time or times during which this Assignment is in effect, such further instruments as Mortgagee may deem necessary to make effective this Assignment and the various covenants, obligations and agreements of Mortgagor contained herein.

13. **AGENCY PROVISIONS:** This Assignment is executed by Agency solely for

the purpose of subjecting its interest in the Premises, and in the event of a default, the holder of this Assignment shall look, only with respect to Agency, solely to the mortgaged Premises described herein and in the Mortgage in satisfaction of the indebtedness evidenced owed by Mortgagor and will not seek or obtain any deficiency or personal judgment against Agency or any members or officers thereof except such judgment or decree as may be necessary to foreclose its interest in the Premises or other interests as pledged hereunder.

Mortgagor directs Agency to execute and deliver this Assignment to the Mortgagee, and further agrees to indemnify Agency (and its members, officers, directors, agents, servants and employees) for all fees and costs incurred in connection with the execution, delivery, recording, performing and enforcing of this Assignment, including but not limited to attorney's fees and costs.

14. NOTICES: All notices and other communications pursuant to this Agreement shall be deemed given when personally delivered to the respective party or when deposited in the United States Mail, first class, postage paid, addressed to the last known address of the party.

15. MODIFICATIONS, ETC.: No modification, amendment, cancellation, release or discharge hereof, or of any part hereof, shall be valid unless Mortgagee shall have consented thereto in writing.

16. RECORDATION OF ASSIGNMENT: Mortgagor covenants that it will record or cause this Assignment to be duly recorded in all offices where recordation thereof is necessary and that it will pay or cause to be paid any recording fees, mortgage recording taxes and additional mortgage recording taxes which may be or become due or payable in connection therewith.

17. SUCCESSOR AND ASSIGNS: The terms, covenants and conditions contained herein shall be binding upon Mortgagor, its successors and assigns and all subsequent owners, encumbrancers, tenants, subtenants and occupants of the Premises and shall inure to the benefit of Mortgagee, its successors and assigns and all subsequent holders of the Mortgage.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Assignment to be duly executed as of the day and year first above written.

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC, Its Manager

By: _____
David C. Nutting
Its: Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy
Its: Chair

THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY

By: _____
Kyle P. Ackart
Its: Vice President

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Assignment to be duly executed as of the day and year first above written.

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David C. Nutting
Its: Member

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By: _____
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Its: Chair

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101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC, Its Manager

By: _____
David C. Nutting
Its: Member

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy
Its: Chair

THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY

By: _____
Kyle P. Ackart
Its: Vice President

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the 13th day of August in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Notary Public

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 2026

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Notary Public

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared KYLE P. ACKART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the 7 day of August in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

JOHN J. CONNOR JR
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4981634
Commission Expires May 13, 2027

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared KYLE P. ACKART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF Ontario) ss.:

On the 15 day of August in the year 2025 before me, the undersigned, personally appeared KYLE P. ACKART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Lynn R Brown
Notary Public

LYNN R. BROWN
Notary Public, State of New York
Yates County Reg #01BR6058525
Commission Expires 03.20.27

SCHEDULE A

PARCEL A

101-239 NORTH SALINA STREET

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J", Block Number 81, part of Block Number 77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0 feet north of the original north line of West Genesee Street, and the southeast corner of Block Number 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block Number 77 or Block "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

PARCEL B

214 NORTH SALINA STREET

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot Numbers 1, 2, 3, 4, Block Number 23 of the E.F. Wallace Subdivision and part of Lot Number 1, Block Number 78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route Number 690, as shown on Map Number 899, Parcel Number 1209, said point of intersection being a southwesterly corner of said Parcel Number 1209;

Thence southeasterly along said southerly line of Parcel Number 1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel Number 1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route Number 690, as shown on Map Number 897, Parcel Number 1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel Number 1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel Number 1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel Number 1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map Number 896, Parcel Number 1206 and also along the southerly prolongation of said westerly line of Parcel Number 1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

SCHEDULE B

1. Building Loan Mortgage granted by 101 North Salina St, LLC to The Canandaigua National Bank and Trust Company, with the City of Syracuse Industrial Development Agency being a party to said Mortgage, dated even herewith and recorded in the Onondaga County Clerks' Office ~~contemporaneously with this Assignment.~~ on 9/25/2025 as Instrument No. 2025-31566.

SCHEDULE C

RECORD & RETURN TO:
Frederick W. Marty, Esq.
Mackenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202

AFFIDAVIT UNDER SECTION 255 NYS TAX LAW
Assignment of Leases and Rents

STATE OF NEW YORK :
: ss.:
COUNTY OF ONONDAGA:

Haley R. Ouellette, being duly sworn, deposes and says that:

1. I am familiar with the facts set forth herein.

2. 101 North Salina St, LLC ("Assignor") is the owner of real property known as 101-239 North Salina Street and 214 North Salina Street located in the City of Syracuse, Onondaga County, New York (collectively, the "Premises").

3. A certain Building Loan Mortgage ("Mortgage") made by Assignor and City of Syracuse Industrial Development Agency ("Agency") to Canandaigua National Bank and Trust Company in the original principal amount of $13,815,726.00 dated August 19, 2025 was recorded against the Premises on September 25, 2025 in the Onondaga County Clerk's Office as Instrument Number 2025-00031556.

4. Pursuant to Article 18-A of the New York General Municipal Law, as amended from time to time (the "Act"), the Agency is regarded as performing a governmental function and is generally not required to pay taxes or assessments upon any property acquired by it or under its jurisdiction, control or supervision or upon its activities.

5. No mortgage tax, other than as may be required in Section 874(1) of the Act and Section 252(2) of the Tax Law of the State of New York with respect to the portion of the tax allocable to the Central New York Regional Transportation District, should be imposed upon the Mortgage, insomuch as the Mortgage is being executed and delivered under the State authority creating the Agency, insomuch as the use by the Agency of its powers to secure the payment of principal and interest on the loan is deemed by Article 18-A public purpose essential to the public interest, and insomuch as both the New York State Department of Taxation and Finance and Counsel to the New York State Department of Taxation and Finance have expressed their opinion that the recording of similar documents by similar agencies organized under Article 18-A of the New York General Municipal Law are operations of said agencies entitled to exemption from the mortgage recording tax. Accordingly, in connection with recording the Mortgage, mortgage tax in the amount of $34,539.25 was duly paid in full to the Office of the Onondaga County Clerk.

6. As additional collateral security for the payment of indebtedness secured by the Mortgage, Assignor and Agency has executed and delivered to Canandaigua National Bank and Trust Company an Assignment of Leases and Rents ("Assignment") dated August 19, 2025.

7. The Assignment does not create or secure any new or further indebtedness other than the original Mortgage in the amount of $13,815,726.00 and no further advances have been made under said Mortgage.

WHEREFORE, deponent respectfully requests that such additional mortgage instruments be declared exempt from taxation pursuant to the provisions of Section 255, Article XI of the Tax Law of the State of New York.

Haley R. Ouellette

Sworn to before me this
29th day of September, 2025.

Notary Public

AMY G RHINEHARDT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RH6281745
Qualified in Onondaga County
My Commission Expires 05-13-29

AFFIDAVIT RE: MORTGAGE TAX EXEMPTION

STATE OF NEW YORK)
) **SS.**
COUNTY OF ONONDAGA)

KATHLEEN MURPHY, being duly sworn, deposes and says:

She is the Chair of the City of Syracuse Industrial Development Agency (the "***Agency***").

The Agency is an industrial development agency duly established under Title I of Article 18-A of the General Municipal Law of the State of New York (the "***State***"), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the "***Act***"), and it is a corporate governmental agency constituting a public benefit corporation of the State.

On or about October 16, 2024, the Agency adopted resolutions at the request of 101 North Salina St, LLC (the "***Company***"), to undertake a project (the "***Project***") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant space in the two-story approximately 185,000 sq. ft. mixed-use building (the "***Building***") located on an approximately 4.14 acres of real property at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "***Land***") into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "***Facility***"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

On or about May 1, 2025 the Agency and the Company closed on a lease/leaseback transaction and executed lease transactional documents necessary to undertake the Project and to confer the approved Financial Assistance.

The Company and the Agency are mortgaging their respective interests in the improved real property described on **Exhibit "A"** to: Canandaigua National Bank and Trust Company, a National Banking Association ("***Mortgagee***") pursuant to (i) a certain Building Loan Mortgage dated August 19, 2025 in the amount of $13,815,726.00 ("***Building Loan Mortgage***") and corresponding Assignment of Leases and Rents dated August 19, 2025 (the "***Assignment***"). The Mortgage is pledged to secure notes given by the Company to the Mortgagee.

Pursuant to Article 18-A of the New York General Municipal Law, as amended from time to time (the "***Act***"), the Agency is regarded as performing a governmental function and is generally not required to pay taxes or assessments upon any property acquired by it or under its jurisdiction, control or supervision or upon its activities.

Deponent submits that no mortgage tax, other than as may be required in Section 874(1) of the Act and Section 252(2) of the Tax Law of the State of New York with respect to the portion of the tax allocable to the Central New York Regional Transportation District, should be imposed upon the Mortgage and the Assignment, insomuch as the Mortgage and the Assignment are being executed and delivered under the State authority creating the Agency, insomuch as the use by the Agency of its powers to secure the payment of principal and interest on the loan is deemed by Article 18-A public purpose essential to the public interest, and insomuch as both the New York State Department of Taxation and Finance and Counsel to the New York State Department of Taxation and Finance have expressed their opinion that the recording of similar documents by similar agencies organized under Article 18-A of the New York General Municipal Law are operations of said agencies entitled to exemption from the mortgage recording tax.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy, Chair

Subscribed and sworn to before me
this 7 day of August, 2025.

_____
Notary Public

JOHN J. CONNOR JR
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4981634
Commission Expires May 13, 2027

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

101-239 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J" , Block #81, part of Block #77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0' north of the original north line of West Genesee Street, and the southeast corner of Block 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block 77 or "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

214 North Salina Street

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of LOTS #1, #2, #3, #4, Block #23 of the E.F. Wallace Subdivision and part of LOT #1, Block #78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #899, Parcel #1209, said point of intersection being a southwesterly corner of said Parcel #1209;

Thence southeasterly along said southerly line of Parcel #1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel #1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route No. 690, as shown on Map #897, Parcel #1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel #1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel #1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel #1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map #896, Parcel #1206 and also along the southerly prolongation of said westerly line of Parcel #1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART TITLE
333 E ONONDAGA STREET
SYRACUSE, NY 13202

Return To :
MACKENZIE HUGHES
PICK UP BOX

Method Returned : MAIL

First PARTY 1
101 NORTH SALINA ST LLC

First PARTY 2
CANANDAIGUA NATIONAL BANK & TRUST COMPANY

Index Type : Land Records
Instr Number : 2025-00031554 **Orig Instr #:** 2017-00037279
Book : **Page :**

Type of Instrument : Consolidation Ext & Mod Agmt
Type of Transaction : Cema
Recording Fee: $123.50

Recording Pages : 15

The Property affected by this instrument is situated in No Tax District, in the County of Onondaga, New York

Mortgage Taxes

Property Located :	No Tax District
Serial Number :	DQ6343
Mortgage Amount :	$0.00
Basic Tax :	$0.00
Local Tax :	$0.00
Additional Tax :	$0.00
Transportation Auth Tax :	$0.00
SONYMA :	$0.00
County Tax :	$0.00
Total :	$0.00
Total Fees :	$123.50

State of New York
County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 09/25/2025
At (Recorded Time) : 3:28:26 PM

Doc ID - 060242260015

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 09/26/2025 At: 10:26:48AM **File Number: 2025-00031554 Seq: 1**

14/6

CONSOLIDATION, MODIFICATION, AND EXTENSION AGREEMENT

THIS CONSOLIDATION, MODIFICATION, AND EXTENSION AGREEMENT (the "**Agreement**") made as of the 19th day of August, 2025, by and between **101 NORTH SALINA ST, LLC**, a New York limited liability company having an address of 101 North Salina Street, Suite 101, Syracuse, New York 13202 (the "**Borrower**"), and **THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY**, a national banking association having its principal office at 72 South Main Street, Canandaigua, New York 14424, and its successors and assigns (the "**Lender**"), and the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 1 Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202 ("**Agency**").

W I T N E S S E T H:

WHEREAS, Lender is the owner and holder of a Mortgage granted by Borrower to M&T Bank in the amount of **Three Million Seven Hundred Three Thousand and 00/100 Dollars ($3,703,000.00)**, dated October 12, 2017, and recorded in the Onondaga County Clerk's Office on October 17, 2017, as Instrument Number 2017-37279, which mortgage secures an underlying note, bond, or obligation described in said Mortgage (the "**First Mortgage**");

WHEREAS, the First Mortgage was modified by a Modification Agreement to Extend Term made by Borrower and M&T Bank dated February 12, 2020, but made effective as of February 26, 2020, and recorded in the Onondaga County Clerk's Office on February 27, 2020, as Instrument Number 2020-7421, and as further modified by Modification Agreement to Extend Term (2) made by Borrower and M&T Bank dated June 29, 2021, and recorded in the Onondaga County Clerk's Office on June 30, 2021 as Instrument Number 2021-30414;

WHEREAS, Lender is the owner and holder of a Construction Loan Mortgage granted by Borrower to M&T Bank in the amount of **One Million Seven Hundred Ninety One Thousand and 00/100 Dollars ($1,791,000.00)**, dated October 12, 2017, and recorded in the Onondaga County Clerk's Office on October 17, 2017, as Instrument Number 2017-37281, which mortgage secures an underlying note, bond, or obligation described in said Mortgage (the "**Second Mortgage**");

WHEREAS, the Second Mortgage was modified by a Modification Agreement to Extend Term made by Borrower and M&T Bank dated February 12, 2020, but made effective as of February 26, 2020, and recorded in the Onondaga County Clerk's Office on February 27, 2020, as Instrument Number 2020-7422, and as further modified by Modification Agreement to Extend Term (2) made by Borrower and M&T Bank dated June 29, 2021, and recorded in the Onondaga County Clerk's Office on June 30, 2021 as Instrument Number 2021-30413;

WHEREAS, the First Mortgage and the Second Mortgage were consolidated to form a single mortgage lien in the amount of **Five Million Four Hundred Ninety Four Thousand and**

00/100 Dollars ($5,494,000.00), pursuant to a Consolidation, Modification, and Extension Agreement made by Borrower and M&T Bank dated June 27, 2022, and recorded in the Onondaga County Clerk's Office on July 25, 2022, as Instrument Number 2022-30004;

WHEREAS, Lender is the is the owner and holder of a Building Loan Mortgage granted by Borrower and City of Syracuse Industrial Development Agency to M&T Bank in the amount of **Six Million Five Hundred Six Thousand and 00/100 Dollars ($6,506,000.00)**, dated June 27, 2022, effective as of June 30, 2022, and recorded in the Onondaga County Clerk's Office on July 25, 2022, as Instrument Number 2022-30005, which Mortgage secures an underlying note, bond, or obligation described in said Mortgage (the "**Third Mortgage**");

WHEREAS, Lender is the is the owner and holder of a Building Loan Mortgage granted by Borrower and City of Syracuse Industrial Development Agency to M&T Bank in the amount of **One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00)**, dated June 27, 2022, effective as of June 30, 2022, and recorded in the Onondaga County Clerk's Office on July 25, 2022, as Instrument Number 2022-30007, which Mortgage secures an underlying note, bond, or obligation described in said Mortgage (the "**Fourth Mortgage**");

WHEREAS, the First Mortgage, the Second Mortgage, the Third Mortgage, and the Fourth Mortgage were assigned by M&T Bank to Community Bank, National Association pursuant to an Assignment of Mortgages dated March 27, 2023, and recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11498;

WHEREAS, Lender is the is the owner and holder of a Consolidated Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing granted by Borrower and City of Syracuse Industrial Development Agency to Community Bank, N.A. in the amount of **Two Million Nine Hundred Eleven Thousand Two Hundred Eighteen and 00/100 Dollars ($2,911,218.00)**, dated March 31, 2023, and recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11501, which Mortgage secures an underlying note, bond, or obligation described in said Mortgage (the "**Fifth Mortgage**"),

WHEREAS, wherein by the terms of the Fifth Mortgage, the Fifth Mortgage was consolidated with the First Mortgage, the Second Mortgage, the Third Mortgage, and the Fourth Mortgage, as assigned, to form a single mortgage lien in the amount of **Thirteen Million Nine Hundred Thousand and 00/100 Dollars ($13,900,000.00)**, and said consolidated Mortgage was restated in a certain Consolidation, Modification, and Extension Agreement by and between Borrower and Community Bank, N.A. recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11502;

WHEREAS, Lender is the owner and holder of a Mortgage granted by Borrower to M&T Bank in the amount of **Three Million and 00/100 Dollars ($3,000,000.00)**, dated December 15, 2021, and recorded in the Onondaga County Clerk's Office on December 17, 2021, as Instrument Number 2021-60993, which mortgage secures an underlying note, bond, or obligation described in said Mortgage (the "**Sixth Mortgage**");

WHEREAS, the Sixth Mortgage was assigned by M&T Bank to Community Bank, National Association pursuant to an Assignment of Mortgages dated March 27, 2023, and recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11498;

WHEREAS, Lender is the owner and holder of a Building Loan Mortgage and Security Agreement with Consolidation, Extension, Spreader, and Modification Agreement granted by Borrower to Community Bank, National Association in the amount of **Four Million One Hundred Thousand and 00/100 Dollars ($4,100,000.00)**, dated March 31, 2023, and recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11504, which mortgage secures an underlying note, bond, or obligation described in said Mortgage (the "**Seventh Mortgage**");

WHEREAS, wherein by the terms of the Seventh Mortgage, the Seventh Mortgage was consolidated with the Sixth Mortgage, as assigned, to form a single mortgage lien in the amount of **Seven Million One Hundred Thousand and 00/100 Dollars ($7,100,000.00)**;

WHEREAS, the First Mortgage, the Second Mortgage, the Third Mortgage, the Fourth Mortgage, the Fifth Mortgage, the Sixth Mortgage, and the Seventh Mortgage were assigned by Community Bank, National Association to Lender pursuant to an Assignment of Mortgages recorded in the Onondaga County Clerk's Office immediately prior to this Agreement;

WHEREAS, Borrower and Lender desire to consolidate the liens and indebtedness evidenced by the First Mortgage, the Second Mortgage, the Third Mortgage, the Fourth Mortgage, the Fifth Mortgage, the Sixth Mortgage, and the Seventh Mortgage and to modify and extend the terms of payment of the consolidated indebtedness hereinbefore described securing payment of the principal sum of **Seventeen Million Nine Hundred Thirty Four Thousand Two Hundred Seventy Four and 00/100 Dollars ($17,934,274.00)** (the "**Consolidated Instruments**");

WHEREAS, Borrower is the owner in fee simple of the entire premises described in **Schedule A** annexed hereto (the "**Mortgaged Premises**"), which Schedule is an integral part of the Agreement;

WHEREAS, the "Company Lease" shall mean that certain company lease agreement, dated as of May 1, 2025, by and between Mortgagor and Agency as same may be further amended from time to time;

WHEREAS, the "Agency Lease" shall mean that certain agency lease dated as May 1, 2025, by and between Agency and Mortgagor as same may be further amended from time to time; and

WHEREAS, the "PILOT Agreement" shall mean that certain amended and restated payment in lieu of taxes agreement dated as of May 1, 2025, by and among Agency and Mortgagor, as same may be further amended from time to time.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) by each party to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual agreements and covenants herein contained, Borrower and Lender covenant and agree as follows:

1. Borrower and Lender hereby agree to consolidate the indebtedness evidenced by the Consolidated Instruments and to modify the time, term, and manner of payment of the said indebtedness of **Seventeen Million Nine Hundred Thirty Four Thousand Two Hundred Seventy Four and 00/100 Dollars ($17,934,274.00)** with interest thereon secured by the First Mortgage, the Second Mortgage, the Third Mortgage, the Fourth Mortgage, the Fifth Mortgage, the Sixth Mortgage, and the Seventh Mortgage as consolidated, modified, and extended by this instrument so that the same shall bear interest from the date hereof and be paid in accordance with the terms of a consolidated, amended, and restated note made by Borrower to Lender bearing even date herewith.

2. Borrower hereby certifies that it is the owner in fee simple of the Mortgaged Premises, that the liens of the Consolidated Instruments are consolidated and encumber the whole of the Mortgaged Premises, so as to create a single valid mortgage lien on said Mortgaged Premises described in Schedule A to the full extent of **Seventeen Million Nine Hundred Thirty Four Thousand Two Hundred Seventy Four and 00/100 Dollars ($17,934,274.00)** with interest, as hereinbefore stated. Borrower certifies that there are no offsets or defenses to the Consolidated Instruments and/or this Agreement nor to the indebtedness secured thereby, nor to any part thereof.

3. Borrower agrees to the modification of the terms of payment of the principal and interest of said indebtedness above described as hereinbefore provided, and hereby covenants and agrees to pay the said principal sum of **Seventeen Million Nine Hundred Thirty Four Thousand Two Hundred Seventy Four and 00/100 Dollars ($17,934,274.00)** and interest thereon.

4. Except as herein modified the terms, conditions, provisions and covenants of the Consolidated Instruments as hereinbefore modified are hereby ratified and confirmed. Nothing herein contained shall waive, annul, vary, or affect any provision, condition, covenant, or agreement contained in the Consolidated Instruments except the time, terms, and manner of payment of principal and interest as herein provided, or affect or impair any rights, powers, or duties under the Consolidated Instruments as modified.

5. Borrower and Lender hereby certify that this Agreement secures the same indebtedness secured by the Consolidated Instruments herein above described, viz: the principal sum of **Seventeen Million Nine Hundred Thirty Four Thousand Two Hundred Seventy Four and 00/100 Dollars ($17,934,274.00)** with interest as aforesaid and secures no further or other indebtedness or obligation.

6. The terms, conditions, provisions and covenants of the Consolidated Instruments are hereby incorporated herein with the same force and effect as if herein set forth at length and the security of the Consolidated Instruments shall not be impaired by anything herein contained

but whenever the terms, conditions, provisions and covenants of this Agreement conflict in any way with the terms, conditions, provisions and covenants of the Consolidated Instruments, the terms, conditions, provisions and covenants of this Agreement shall prevail.

7. This Agreement is made and given in modification of, but not in payment of the Consolidated Instruments.

8. Borrower covenants and represents to Lender that this Agreement and the other instruments executed in conjunction therewith and in conjunction with the indebtedness, constitute valid, enforceable obligations of Borrower.

9. This Agreement is executed by Agency solely for the purpose of subjecting its interest in the Mortgaged Premises, and in the event of a default, the holder of this Agreement shall look, only with respect to Agency, solely to the Mortgaged Premises described in this Agreement in satisfaction of the indebtedness evidenced under the Note and will not seek or obtain any deficiency or personal judgment against Agency or any members or officers thereof except such judgment or decree as may be necessary to foreclose its interest in the Mortgaged Premises as pledged hereunder and all other property mortgaged, pledged, conveyed or assigned to secure payment under the Note.

10. Borrower shall: (i) pay the all other sums of money due and payable at any time and from time to time under the Company Lease, Agency Lease and the PILOT Agreement when such sums become due and payable, but in any event, before the expiration of any grace period provided in the Company Lease, Agency Lease and/or the PILOT Agreement for the payment of any such sum; and (ii) at all times fully perform, observe and comply with all other terms, covenants and conditions of the Company Lease, Agency Lease and/or the PILOT Agreement to be performed, observed or complied with by Borrower as a lessor under the Company Lease, as a lessee under Agency Lease and as a party to the PILOT Agreement. If the Company Lease, Agency Lease and/or the PILOT Agreement do not provide for a grace period for the payment of a sum of money, Borrower shall make the payment on or before the date on which the payment becomes due and payable. Borrower shall deliver evidence of the payment to Lender within ten (10) days after receipt of a written request from Lender for evidence of the payment.

11. Notwithstanding anything herein to the contrary, Lender by accepting this Agreement, acknowledges and agrees that the rights of Lender hereunder shall be subordinate to the rights of Agency to receive payments in lieu of taxes pursuant to the PILOT Agreement and that such payments in lieu of taxes to be made by the Company/Borrower to Agency shall have the same force, priority and effect as a real property tax lien under New York State law against the Mortgaged Premises.

12. Borrower directs Agency to execute and deliver this Agreement to the Lender, and further agrees to indemnify Agency (and its members, officers, directors, agents, servants and employees) for all fees and costs incurred in connection with the execution, delivery, recording, performing and enforcing of this Agreement, including but not limited to attorney's fees and costs.

13. Borrower hereby acknowledges that the terms of Agency Lease, as amended and restated from time to time, is in full force and effect, including but not limited to the "Hold Harmless Provisions" contained in Section 8.2 thereof and incorporates same in this instrument and makes same applicable hereto as if fully set forth herein.

14. Borrower and Lender hereto, by accepting this Agreement, acknowledge that Agency is executing this Agreement solely to subject its interest in the Mortgaged Premises, if any, to this Agreement. Notwithstanding anything herein to the contrary, Lender acknowledges and agrees that their sole recourse against Agency for any default hereunder shall be with respect to Agency's interest in the Mortgaged Premises.

15. If more than one party joins in the execution of this Agreement as "Borrower", the covenants and agreements hereof shall be their joint and several obligations and wherever the word Borrower is used, it shall be held to mean "Borrowers" when this Agreement is executed by more than one party, and the use of any gender shall be applicable on all genders. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, the Agency shall not be considered a Borrower hereunder.

16. This Agreement and all of its terms and conditions shall bind and inure to the benefit of the parties hereto and their distributees, executors, administrators, successors, and assigns, and any lawful holder of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

BORROWER:

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC, Its Manager

By: _____
David C. Nutting
Its: Member

AGENCY:

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy
Its: Chair

LENDER:

THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY

By: _____
Kyle P. Ackart
Its: Vice President

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

BORROWER:

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC, Its Manager

By: _____
David C. Nutting
Its: Member

AGENCY:

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy
Its: Chair

LENDER:

THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY

By: _____
Kyle P. Ackart
Its: Vice President

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

BORROWER:

101 NORTH SALINA ST, LLC

By: 101 North Salina St Manager, LLC, Its Manager

By: _____
David C. Nutting
Its: Member

AGENCY:

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Kathleen Murphy
Its: Chair

LENDER:

THE CANANDAIGUA NATIONAL BANK AND TRUST COMPANY

By: _____
Kyle P. Ackart
Its: Vice President

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the 13th day of August in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Notary Public

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 20 26

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Notary Public

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared KYLE P. ACKART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the 7 day of August in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

JOHN J. CONNOR JR
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4981634
Commission Expires May 13, 2027

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared KYLE P. ACKART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared DAVID C. NUTTING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared KATHLEEN MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF Ontario) ss.:

On the 15 day of August in the year 2025 before me, the undersigned, personally appeared KYLE P. ACKART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the same.

Lynn R Brown
Notary Public

LYNN R. BROWN
Notary Public, State of New York
Yates County Reg #01BR6058925
Commission Expires 03-30-27

SCHEDULE A

PARCEL A

101-239 NORTH SALINA STREET

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being Block "J", Block Number 81, part of Block Number 77 and West Willow Street as abandoned by the Common Council of said City of Syracuse, October 28, 1968, all of which is more particularly described as follows:

BEGINNING at the intersection of the south line of Herald Place with the east line of North Clinton Street, said point of intersection being the northwest corner of said Block "J"; thence South 89 degrees 29' 40" East, along said south line of Herald Place, a distance of 274.70 feet to its intersection with the west line of North Salina Street, said point of intersection being the northeast corner of said Block "J"; thence South 0 degrees 26' 20" West, along said west line of North Salina Street, a distance of 655.29 feet to a point, said point being 24.0 feet north of the original north line of West Genesee Street, and the southeast corner of Block Number 81, Syracuse as measured along said west line of North Salina Street; thence North 89 degrees 29' 40" West, parallel to said original north line of West Genesee Street and the south line of said Block 81, Syracuse and 24.0 feet northerly therefrom measured at right angles, a distance of 274.17 feet to its intersection with said east line of North Clinton Street; thence North 0 degrees 15' 00" East, along said east line of North Clinton Street, a distance of 374.09 feet to an angle point therein, said point also being the southwest corner of Block Number 77 or Block "J"; thence North 0 degrees 34' 50" East, along said east line of North Clinton Street, a distance of 281.22 feet to the place of beginning.

PARCEL B

214 NORTH SALINA STREET

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot Numbers 1, 2, 3, 4, Block Number 23 of the E.F. Wallace Subdivision and part of Lot Number 1, Block Number 78 in said City and being more particularly described as follows:

BEGINNING at a point in the present easterly line of North Salina Street, said point being North 00 degrees 26' 20" East, a distance of 119.25 feet from the intersection of said easterly line of North Salina Street with the present northerly line of East Willow Street, as measured along said easterly line of North Salina Street;

Thence North 00 degrees 26' 20" East along said easterly line of North Salina Street, a distance of 164.41 feet to its intersection with southerly line of lands appropriated by the People of the State of New York for Interstate Route Number 690, as shown on Map Number 899, Parcel Number 1209, said point of intersection being a southwesterly corner of said Parcel Number 1209;

Thence southeasterly along said southerly line of Parcel Number 1209, on a curve to the right, said curve having a radius of 1102.0 feet, a distance of 99.20 feet to a point of compound curve therein;

Thence southeasterly, along said southerly line of Parcel Number 1209 and the southerly line of lands appropriated by the People of the State of New York for Interstate Route Number 690, as shown on Map Number 897, Parcel Number 1207, on a curve to the right, said curve having a radius of 1484.17 feet, a distance of 97.93 feet to a southwesterly corner of said Parcel Number 1207;

Thence South 89 degrees 33' 40" East, along said southerly line of Parcel Number 1207, a distance of 7.34 feet to a corner therein;

Thence South 00 degrees 29' 23" West, along the westerly line of said Parcel Number 1207 and the westerly line of lands appropriated by the People of the State of New York as shown on Map Number 896, Parcel Number 1206 and also along the southerly prolongation of said westerly line of Parcel Number 1206, a distance of 22.60 feet to a point.

Thence North 89 degrees 33' 40" West, a distance of 144.00 feet to the point of beginning.

RECORD AND RETURN TO:

Frederick W. Marty, Esq.
Mackenzie Hughes LLP
440 South Warren Street, Suite 400
Syracuse, New York 13202

AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK STATE TAX LAW
Consolidation, Modification, and Extension Agreement

STATE OF NEW YORK }
COUNTY OF ONONDAGA } SS:
CITY OF SYRACUSE }

Frederick W. Marty, Esq., being duly sworn, deposes and says that he is the attorney for The Canandaigua National Bank and Trust Company (the "**Lender**"), one of the parties to the annexed Consolidation, Modification, and Extension Agreement dated August 19, 2025, made by and between 101 North Salina St, LLC (the "**Borrower**"), and Lender which is to be recorded herewith. The maximum amount of principal indebtedness, payment of which is secured by said Consolidation, Modification, and Extension Agreement is the sum of **Seventeen Million Nine Hundred Thirty Four Two Hundred Seventy Four and 00/100 Dollars ($17,934,274.00)**.

Lender is the owner and holder of a Mortgage made by Borrower to M&T Bank in the amount of **Three Million Seven Hundred Three Thousand and 00/100 Dollars ($3,703,000.00)**, dated October 12, 2017, and recorded in the Onondaga County Clerk's Office on October 17, 2017, as Instrument Number 2017-37279 (the "**First Mortgage**"). Upon the recording of the First Mortgage, mortgage recording tax in the amount of $37,030.00 was paid to the Onondaga County Clerk and the full face amount of the First Mortgage was advanced thereon and became secured by the First Mortgage.

Lender is the owner and holder of a Construction Loan Mortgage made by Borrower to M&T Bank in the amount of **One Million Seven Hundred Ninety One Thousand and 00/100 Dollars ($1,791,000.00)**, dated October 12, 2017, and recorded in the Onondaga County Clerk's Office on October 17, 2017, as Instrument Number 2017-37281 (the "**Second Mortgage**"). Upon the recording of the Second Mortgage, mortgage recording tax in the amount of $17,910.00 was paid to the Onondaga County Clerk and the full face amount of the Second Mortgage was advanced thereon and became secured by the Second Mortgage.

Lender is the owner and holder of a Building Loan Mortgage made by Borrower and the City of Syracuse Industrial Development Agency to M&T Bank in the amount of **Six Million Five Hundred Six Thousand and 00/100 Dollars ($6,506,000.00)**, dated June 27, 2022, and recorded in the Onondaga County Clerk's Office on July 25, 2022, as Instrument Number 2022-30005 (the "**Third Mortgage**"). Upon the recording of the Third Mortgage, mortgage recording tax in the amount of $16,265.00 was paid to the Onondaga County Clerk and the full face amount of the Third Mortgage was advanced thereon and became secured by the Third Mortgage.

Lender is the owner and holder of a Building Loan Mortgage made by Borrower and the City of Syracuse Industrial Development Agency to M&T Bank in the amount of **One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00)**, dated June 27, 2022, and recorded in the Onondaga County Clerk's Office on July 25, 2022, as Instrument Number 2022-30007 (the "**Fourth Mortgage**"). Upon the recording of the Fourth Mortgage, mortgage recording tax in the amount of $3,750.00 was paid to the Onondaga County Clerk and the full face amount of the Fourth Mortgage was advanced thereon and became secured by the Fourth Mortgage.

The First Mortgage, the Second Mortgage, the Third Mortgage, and the Fourth Mortgage were assigned by M&T Bank to Community Bank, National Association pursuant to an Assignment of Mortgages dated March 27, 2023, and recorded in the Onondaga County Clerk's Office on April 14,

2023, as Instrument Number 2023-11498.

Lender is the owner and holder of a Consolidated Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing made by Borrower and the City of Syracuse Industrial Development Agency to Community Bank, N.A. in the amount of **Two Million Nine Hundred Eleven Thousand Two Hundred Eighteen and 00/100 Dollars ($2,911,218,000.00)**, dated March 31, 2023, and recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11501 (the "**Fifth Mortgage**"). Upon the recording of the Fifth Mortgage, mortgage recording tax in the amount of $7,278.00 was paid to the Onondaga County Clerk and the full face amount of the Fifth Mortgage was advanced thereon and became secured by the Fifth Mortgage.

Lender is the owner and holder of a Mortgage made by Borrower to M&T Bank in the amount of **Three Million and 00/100 Dollars ($3,000,000.00)**, dated December 15, 2021, and recorded in the Onondaga County Clerk's Office on December 17, 2021, as Instrument Number 2021-60993 (the "**Sixth Mortgage**"). Upon the recording of the Sixth Mortgage, mortgage recording tax in the amount of $30,000.00 was paid to the Onondaga County Clerk and the full face amount of the Sixth Mortgage was advanced thereon and became secured by the Sixth Mortgage.

The Sixth Mortgage was assigned by M&T Bank to Community Bank, National Association pursuant to an Assignment of Mortgages dated March 27, 2023, and recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11498.

Lender is the owner and holder of a Building Loan Mortgage and Security Agreement with Consolidation, Extension, Spreader, and Modification Agreement made by Borrower and the City of Syracuse Industrial Development Agency to Community Bank, National Association in the amount of **Four Million One Hundred Thousand and 00/100 Dollars ($4,100,000.00)**, dated March 31, 2023, and recorded in the Onondaga County Clerk's Office on April 14, 2023, as Instrument Number 2023-11504 (the "**Seventh Mortgage**"). Upon the recording of the Seventh Mortgage, mortgage recording tax in the amount of $10,250.00 was paid to the Onondaga County Clerk and the full face amount of the Seventh Mortgage was advanced thereon and became secured by the Seventh Mortgage.

The First Mortgage, the Second Mortgage, the Third Mortgage, the Fourth Mortgage, the Fifth Mortgage, the Sixth Mortgage, and the Seventh Mortgage were assigned by Community Bank, National Association to Lender pursuant to an Assignment of Mortgage dated August 18, 2025, and recorded in the Onondaga County Clerk's Office immediately prior to the annexed Consolidation, Modification, and Extension Agreement.

The combined aggregate principal unpaid balance of the First Mortgage, the Second Mortgage, the Third Mortgage, the Fourth Mortgage, the Fifth Mortgage, the Sixth Mortgage, and the Seventh Mortgage is **Seventeen Million Nine Hundred Thirty Four Two Hundred Seventy Four and 00/100 Dollars ($17,934,274.00)**.

The annexed Consolidation, Modification, and Extension Agreement presented herewith for recording, made by and between Borrower and Lender consolidates, modifies, and extends the terms of payment of the First Mortgage, the Second Mortgage, the Third Mortgage, the Fourth Mortgage, the Fifth Mortgage, the Sixth Mortgage, and the Seventh Mortgage and it secures payment of the unpaid balance of the same indebtedness secured by the First Mortgage, the Second Mortgage, the Third Mortgage, and the Fourth Mortgage, the Fifth Mortgage, the Sixth Mortgage, and the Seventh Mortgage above described.

That he is executing this Affidavit in duplicate and requests that the annexed Consolidation, Modification, and Extension Agreement be accepted for recording as exempt from payment of the mortgage tax.

Frederick W. Marty, Esq.

Subscribed and sworn to before me
this 18 day of August, 2025.

Notary Public
Onondaga County
4746027
Expires 3-30-2027

1729678.DOCX